



**AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, MAY 6, 2025
7:00 PM**

Call To Order

Invocation; Moment of Silence; and Pledge of Allegiance

ROLL CALL:

Mayor Jim Kuretski
Vice-Mayor Ron Delaney
Councilor Phyllis Choy
Councilor Malise Sundstrom
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

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

PROCLAMATION

1. National Police Week, May 11 – 17, 2025 and Peace Officers Memorial Day, May 15, 2025 – Chief Michael Barbera, Chief of Police. #
2. Arbor Day, May 17, 2025. #
3. National Drinking Water Week, May 4 – May 10, 2025 - Mrs. Amanda Barnes, Director of Utilities. #

PRESENTATION

4. “Drop Savers” Water Conservation Poster Contest Awards.
5. Annual overview of the Palm Beach County Commission on Ethics (COE) by Gina Levesque, Intake and Compliance Manager, Palm Beach County Commission on Ethics. #

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

6. April 15, 2025 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 BUSINESS

- 7. Resolution 33-25,** Approving contracts to Betsy Lindsay, a division of Haley Ward, Inc. (WS2520A), Engenuity Group, Inc. (WS2520B), NorthStar Geomatics, Inc. (WS2520C), and Zeman Consulting Group, LLC (WS2520D) for Surveying and Mapping Services.
- 8. Resolution 35-25,** Approving a contract to Midwest Alarm Company, Inc. (dba BCI Integrated Solutions) for Nanofiltration (NF) Building Fire Alarm Panel Replacement (W2511) for an amount of \$131,772.
- 9. Resolution 48-25,** Approving the EPW 2025-19 Annual Striping contract to McShea Contracting, LLC in the amount not to exceed \$178,116.81.
- 10. Resolution 49-25,** Approving the fiscal year 2025 Mid-Year Budget Amendment.
- 11. Resolution 53-25,** Approving the second renewal of agreement CR 2023-001, Printing, Binding, and/or Mailing Services with Southeastern Printing Co., Inc. estimated to be in the amount of \$85,266.
- 12. Resolution 55-25,** Approving the contract award EPW 2025-14, Barracks Building Foundation Repair to A Thomas Construction, Inc. in an amount not to exceed \$217,000.
- 13.** Authorizing a piggyback contract from the City of Fort Lauderdale with Tropic Fence, Inc. for removal and installation of fencing at Abacoa Community Park in the amount of \$205,953.25.
- 14.** Approving a purchase order to Duval Ford for a Fire Command Staff vehicle for \$63,695.

REGULAR AGENDA

PUBLIC BUSINESS

15. Approving the Town's 2025 Neighborhood Matching Grant for Egret Cove at Maplewood in the amount of \$5,000.
16. **Resolution 64-25**, Authorizing the second amendment to the employment contract with Town Manager Frank J. Kitzerow.

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings

May 20, 2025, 7pm - Town Council Chambers
June 3, 2025, 7pm - Town Council Chambers

NOTICE

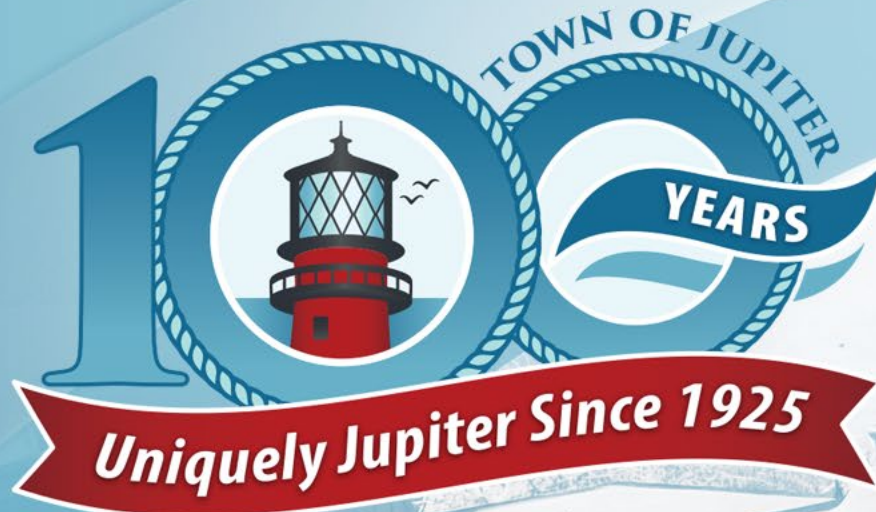
Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.
www.jupiter.fl.us/Live

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.*



TOWN OF JUPITER

National Drinking Water Week 2025

Drop Savers Poster
Contest Awards
May 6, 2025

CENTENNIAL
CELEBRATION
1925 - 2025

What is “Drop Savers”?

- Statewide water conservation poster contest organized by the Florida Section of the American Water Works Association (FSAWWA) and hosted locally by the Town of Jupiter Utilities
- Creates awareness around the importance of water and conservation, encouraging responsible water usage among youth
- K-12 students showcase their creativity promoting water conservation through art
- 3 winners from each division are selected and awarded prize packages for their efforts
- 1st place winners have a chance to earn additional prizes at the State level



Divisions

Division 1: Kindergarten and 1st grade

Division 2: 2nd and 3rd grade

Division 3: 4th and 5th grade

Division 4: Middle School

Division 5: High School



Thank you to our Sponsors!

Sustaining Sponsors



Supporting Sponsor **Kids Need More Art**

Advocate Sponsors

3Natives West Jupiter	Bahama Buck's	Blaze Pizza
Blueline Surf & Paddle Co.	Bowlero	Brush Strokes & More
Duffy's Sports Grill	Carvel	Dune Dog Cafe
Lighthouse Cove Mini Golf	First Watch	Sweet Frog

Division 1 Winners

Kindergarten and 1st grade

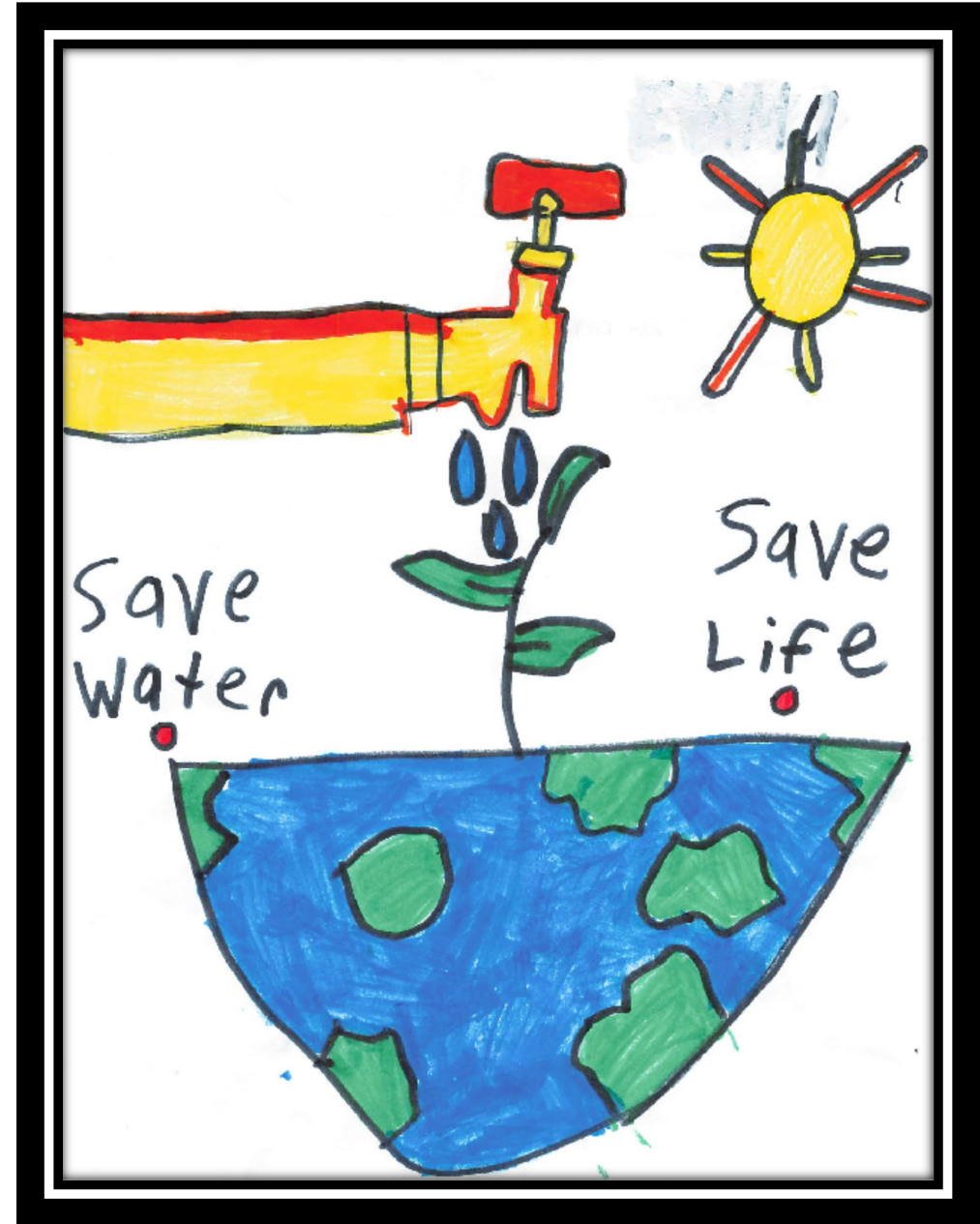


5/6/2025

DIVISION 1

3RD PLACE

EMMA MEARS
1st Grade



DIVISION 1

2ND PLACE

LYLA DONHAM
Kindergarten



DIVISION 1

1ST PLACE

ELAINA LI

1st Grade



Division 2 Winners

2nd and 3rd grade

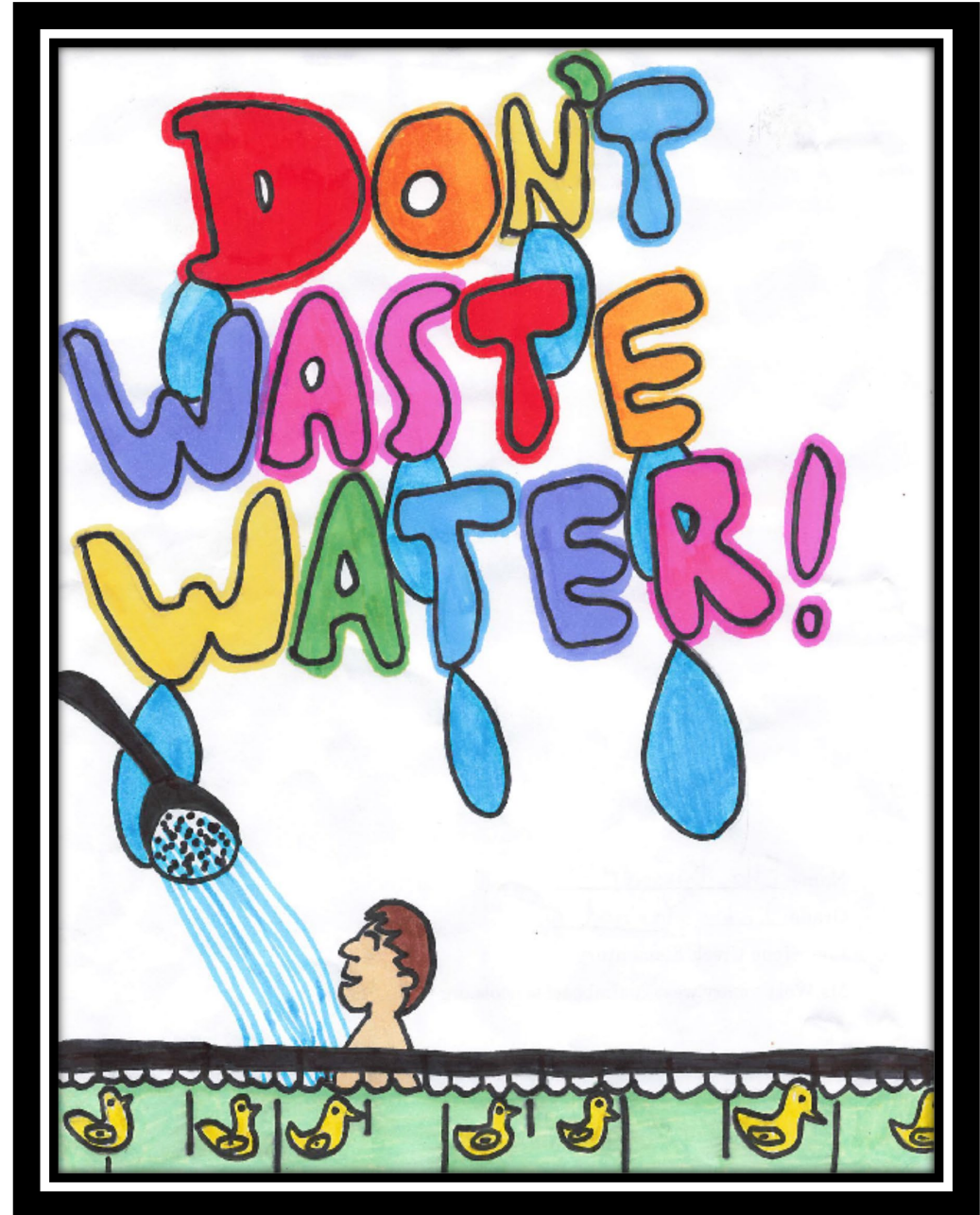


5/6/2025

DIVISION 2

3RD PLACE

ELLA KISSNER
2nd Grade



DIVISION 2

2ND PLACE

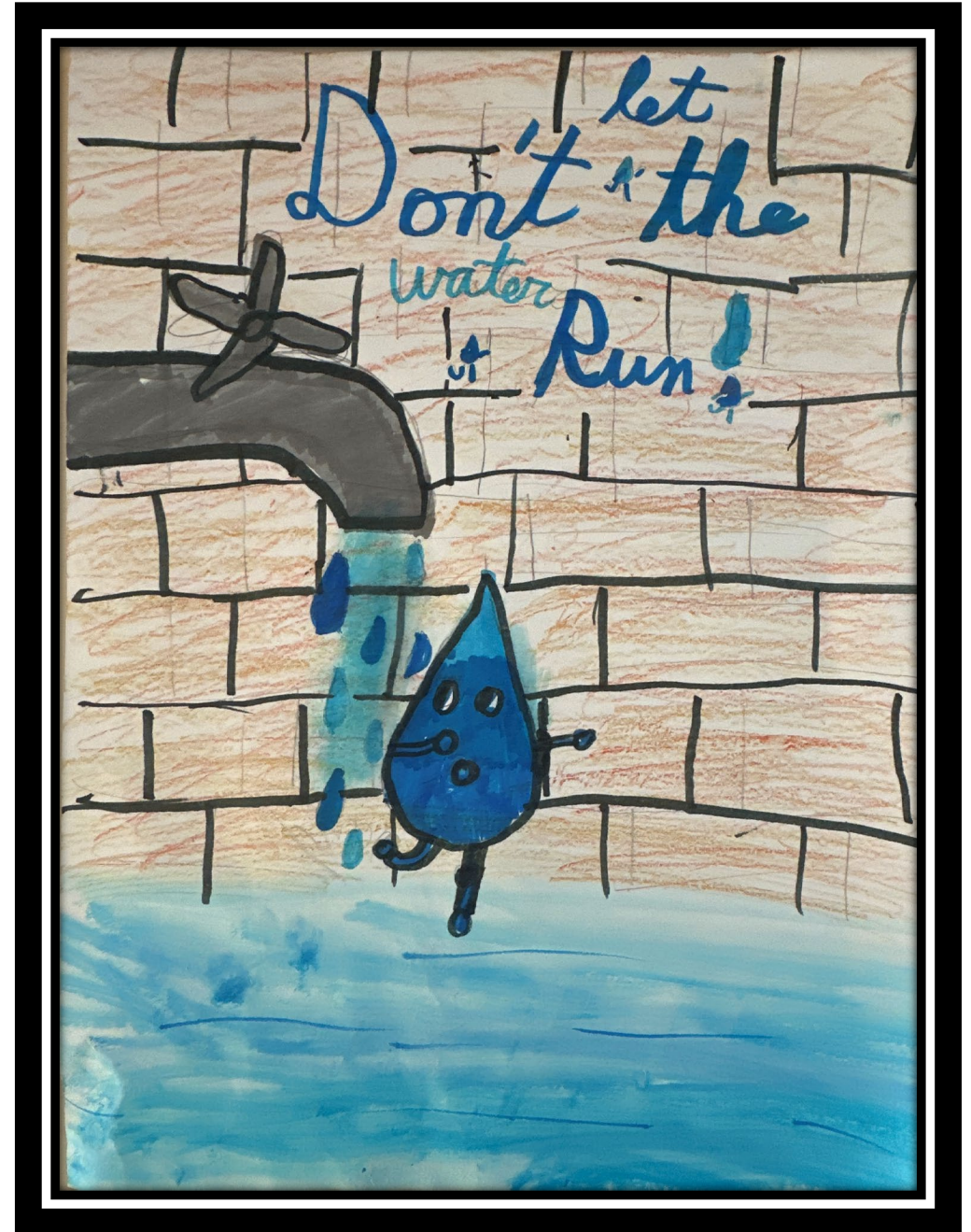
EVELYN FOY
3rd Grade



DIVISION 2

1ST PLACE

SAMANTHA SHEEHAN
3rd Grade



Division 3 Winners

4th and 5th grade



5/6/2025

DIVISION 3

3RD PLACE

VIVIEN STANKIEWICZ
5th Grade



DIVISION 3

2ND PLACE

ASTRID VASQUEZ
4th Grade



DIVISION 3

1ST PLACE

JOCELYN LI
5th Grade



Division 4 Winners

6th, 7th, and 8th grade



DIVISION 4

3RD PLACE

ALICE LIN
8th Grade



DIVISION 4

2ND PLACE

LEONA LOW
6th Grade

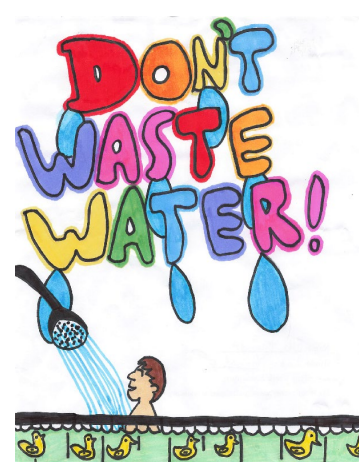


DIVISION 4

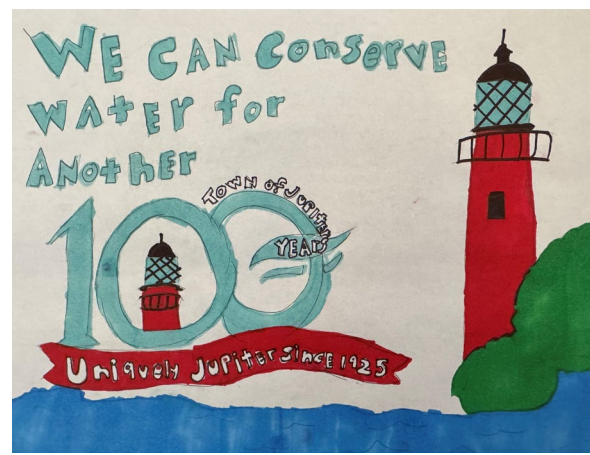
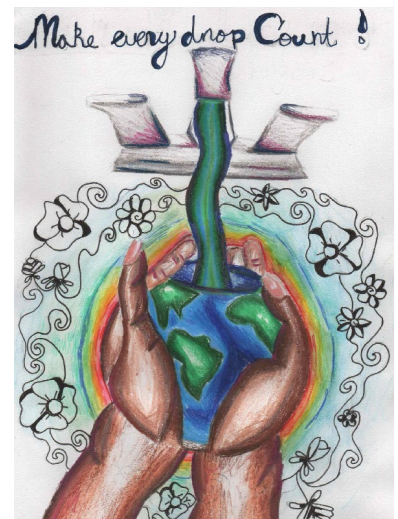
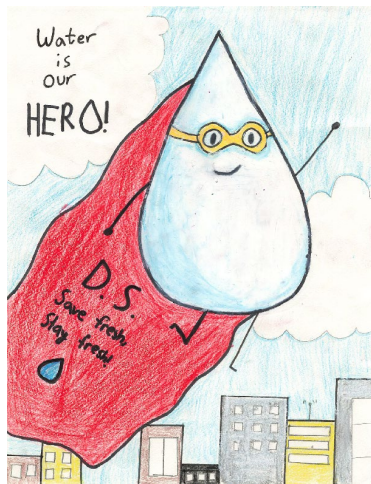
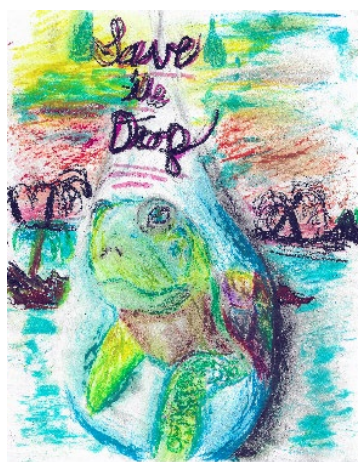
1ST PLACE

PEYTON LAU
7th Grade





CONGRATULATIONS TO ALL PARTICIPANTS!



5/6/2025



**FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, APRIL 15, 2025**

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

ROLL CALL: Mayor Jim Kuretski; Vice-Mayor Malise Sundstrom; Councilor Phyllis Choy; Councilor Ron Delaney; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Town Clerk Laura Cahill.

PRESENTATION

1. Town of Jupiter's fiscal year 2024 Annual Comprehensive Financial Report (ACFR) by CBIZ CPA Firm.

Mr. Moises Ariza, representing the Marcum CPA firm, reviewed the Town's Annual Comprehensive Financial Report (ACFR) report which included an independent auditor's report; basic financial statements; required supplementary information; management discussion and analysis; and year over year comparison. He thanked Town Staff for their timeliness and assistance with the audit onsite.

Vice-Mayor Sundstrom asked how many hours were spent by the Marcum CPA Firm.

Mr. Ariza stated the firm spent approximately 500-600 hours to complete the audit not including the time it took for Town Staff to compile and supply the information.

Vice-Mayor Sundstrom noted the Town received a certificate of achievement for excellence in financial reporting for over 30 years and asked how many other municipalities chose to go through the more rigorous process.

Mr. Ariza said the Town of Jupiter went beyond the minimum standards required by Florida Statute and produced an ACFR. He mentioned he worked with 60 municipalities and half participated in the program and the remaining only adhere to the minimum standards of the Florida Statute.

Councilor Delaney said he appreciated the number of hours that went into the report and thanked the Finance department.

Councilor Choy agreed and said she was pleased the Town was going above what was required by statute. She thanked Staff.

Mayor Kuretski noted the Town once again achieved a clean audit and asked what percentage of audits achieved that.

PRESENTATION

1. Town of Jupiter's fiscal year 2024 Annual Comprehensive Financial Report (ACFR) by CBIZ CPA Firm.

Mr. Ariza said many clients receive a clean opinion; however, it was not unusual to receive deficiencies and said the Town received no deficiencies or material weaknesses and noted that was not very common.

Mayor Kuretski asked if they looked at the quarterly reports created by the Town and how many municipalities did them.

Mr. Ariza said they looked at the quarterly reports and compared to the budget and noted many municipalities only do semi-annual reports.

Mayor Kuretski said he was grateful for the Finance department and appreciated that Council received a quarterly report within a month of the quarter ending and thanked Mr. Ariza for all the hard work.

Mayor Kuretski noted the Audit Committee reviewed the ACFR and asked Mr. Reynolds, Director of Finance, what the outcome of their review was.

Vice-Mayor Sundstrom said she went to the recent meeting and said they had some great insight and wanted to add extra metrics for next time. She noted the Audit Committee is comprised of CPA's and residents of the Town.

Mr. Reynolds explained the history of the Audit Committee which started with one member, Susan Present, who was now the Chairperson for the committee and how the committee had grown over the years.

2. Jupiter Fire Rescue Department (JFRD) update.

Fire Chief Darrel Donatto, introduced Mr. Robert Ramirez, Division Chief of Training, Safety and Wellness.

Mr. Ramirez expressed his appreciation for the opportunity.

Fire Chief Donatto presented the JFRD proposed Transition of Services plan; status update on obtaining the Certificate of Public Convenience and Necessity (COPCN) for Emergency Medical Services; Construction update regarding Cinquez Park and Piatt Place; Abacoa Fire Station Transfer of Ownership; Fire Prevention Code; Firefighter Trainee Program; and fiscal year 2026 proposed budget and fiscal year 2027 projected budget.

Councilor Choy asked Staff to explain how Town employees would transition to become a firefighter.

Fire Chief Donatto explained that those employees were still in their current roles until the EMT program began in August.

PRESENTATION

2. Jupiter Fire Rescue Department (JFRD) update.

Councilor Delaney thanked Staff for their hard work.

Fire Chief Donatto and Mayor Kuretski discussed the Fire Prevention Code transition plan and the Fire Marshall involvement.

CITIZEN COMMENTS

Ms. Linda McDermott, resident of Chadwick Drive, thanked Staff for the JFRD update and discussed her concern regarding the budget.

Mr. Timothy Murphy, resident of Florence Drive, thanked Council for their efforts to avoid an increase in density for the Abacoa Town Center.

MINUTES

3. April 1, 2025 Town Council Meeting Minutes.

Councilor Delaney moved to approve April 1, 2025 Town Council Meeting Minutes, as amended; seconded by Vice-Mayor Sundstrom; motion passed.

Kuretski	Sundstrom	Choy	Delaney
Yes	Yes	Yes	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.

- Ms. Linda McDermott removed item 7.
- Councilor Delaney pulled item 6.
- Vice- Mayor Sundstrom pulled item 10.

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

Kuretski	Sundstrom	Choy	Delaney
Yes	Yes	Yes	Yes

PUBLIC BUSINESS

- 4. Resolution 44-25, Authorizing the submittal of a FIND Grant application for the design of Piatt Place Park Riverwalk Loop and Public Access.**
- 5. Resolution 45-25, Approving a 5-Year Update to the Town's Program for Public Information (PPI) for the Community Rating System Program (S2546).**

CONSENT AGENDA

PUBLIC BUSINESS

6. Approving a purchase order to Treecycle Land Clearing, Inc. for exotic removal at the Town's Open Space property located at 500 North Delaware in an amount not to exceed \$72,600. **MOVED TO REGULAR AGENDA**
7. Authorizing a piggyback contract from the City of Deerfield Beach with Accenture for the proposed Fire Non-Ad Valorem assessment study and associated fees. **MOVED TO REGULAR AGENDA**
8. Approving the purchase of a Police Specialty vehicle in the amount of \$178,570.
9. Approving a purchase order to Peerson Audio, Inc. for audiovisual equipment and installation in the amount of \$59,351.84.
10. Approving the Town's 2025 Neighborhood Matching Grant Program in the amount of \$29,017. **MOVED TO REGULAR AGENDA**
11. Approving of the first amendment to the amended and restated Interlocal Agreement with Palm Beach County for Interoperable Radio Communication.

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

12. Approving a purchase order to Treecycle Land Clearing, Inc. for exotic removal at the Town's Open Space property located at 500 North Delaware in an amount not to exceed \$72,600.

Councilor Delaney noted he had not heard much recently about the Taylor Property and asked if the item was only clearing exotics or if there was more happening.

Ms. Stephanie Thoburn, Assistant Director of Public Works, said nothing was approved by Council and noted after getting the area cleared, they would have a better idea of what was there to look for potential restoration.

Mayor Kuretski asked when an improvement plan was underway, it would come through in the budget process.

Ms. Thoburn said yes.

Mayor Kuretski mentioned the property was purchased with Jupiter Inlet District and asked if the Town would have to collaborate with them over any improvements.

Ms. Thoburn said their participation was 20% and noted past collaboration with them over the years.

Vice-Mayor Sundstrom asked if there was a formal process that would happen when working with multiple partners.

Ms. Thoburn said she would have to review the agreement.

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

6. Approving a purchase order to Treecycle Land Clearing, Inc. for exotic removal at the Town's Open Space property located at 500 North Delaware in an amount not to exceed \$72,600.

Councilor Delaney moved to approve a purchase order to Treecycle Land Clearing, Inc. for exotic removal at the Town's Open Space property located at 500 North Delaware in an amount not to exceed \$72,600; seconded by Councilor Choy; motion passed.

Kuretski
Yes

Sundstrom
Yes

Choy
Yes

Delaney
Yes

7. Authorizing a piggyback contract from the City of Deerfield Beach with Accenture for the proposed Fire Non-Ad Valorem assessment study and associated fees.

Ms. Linda McDermott, resident of Chadwick Drive, stated she was pleased that the Town had selected Accenture. She asked for full transparency with the assessment reports and suggested something to be put out to the Community once completed.

Mayor Kuretski noted that Council was embarking on the assessment program not knowing where they would end up and it was considered part of the budget process.

Vice-Mayor Sundstrom moved to approve a piggyback contract from the City of Deerfield Beach with Accenture for the proposed Fire Non-Ad Valorem assessment study and associated fees; seconded by Councilor Choy; motion passed.

Kuretski
Yes

Sundstrom
Yes

Choy
Yes

Delaney
Yes

10. Approving the Town's 2025 Neighborhood Matching Grant Program in the amount of \$29,017.

Vice-Mayor Sundstrom stated she would be abstaining because her neighborhood was in the program.

Councilor Delaney stated he would be abstaining because his neighborhood was also and asked Mr. Baird if they needed to abstain.

Mr. Baird noted that was his advice.

Mayor Kuretski asked if he would have a quorum with only two Council Members and if this was something new.

Mr. Baird said it was up to a Council Member to determine if they were receiving a financial benefit from the approval of their neighborhood receiving a grant.

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA

10. Approving the Town's 2025 Neighborhood Matching Grant Program in the amount of \$29,017.

Councilor Delaney moved to approve the Town's 2025 Neighborhood Matching Grant Program, as amended to exclude the neighborhoods with conflict until the vacancy was filled resulting in tabling the Egret Cove and Valencia neighborhoods; seconded by Councilor Choy; motion passed.

Kuretski
Yes

Sundstrom
Yes

Choy
Yes

Delaney
Yes

REGULAR AGENDA

PUBLIC HEARING

12. Resolution 36-25, U-Tiki - *Quasi-Judicial* - PUD Amendment to request a side corner setback waiver for accessory structures for Marine Max.

Ex-Parte Communications:

- Vice-Mayor Sundstrom stated she stopped by the site.
- Councilor Delaney mentioned he stopped by the site and spoke with Mr. Jack Thompson, Service Manager and a few other employees that were there.

Town Clerk swore in four people.

Mr. Zach Ciciera with Cotleur and Hearing and for the Applicant, gave a brief presentation which included proposal request; location; background; site plan proposal; elevations; and Reef Ball Foundation.

Mr. Garret Watson, Principal Planner, reviewed proposal and noted the Planning and Zoning Commission had approved with a few modifications which included limiting the location of the waiver's applicability; requiring additional screening along the fence and landscaping. He stated there was a container that was on the site which the Applicant stated they would move to underneath the dry rack. He said they were going to install reef balls to provide a public benefit in exchange for the waiver. He noted Staff had included a condition in the Resolution for a Marine Stewardship Plan.

Mr. Watson discussed the office occupancy and a hold on a site plan amendment which was able to be reviewed administratively. He stated if the Council wanted to see the site plan, it could come before them, but a condition to the Resolution would need to be added.

Councilor Delaney asked if the container had been moved.

Mr. Ciciera stated there were four that had been moved.

REGULAR AGENDA

PUBLIC HEARING

12. Resolution 36-25, U-Tiki

Councilor Delaney agreed with Staff and believed the occupied offices should be called ancillary structures. He asked if there were any concerns about safety when moving items.

Mr. Ciciera said they were anchored safely and did not believe there was a concern. Council discussed keeping the administrative process and were happy with Staffs reviewing process.

Vice-Mayor Sundstrom asked if the screening was regulated by the Florida Department of Transportation (FDOT).

Mr. Ciciera noted they were committed to installing landscaping unless it was prohibited by FDOT.

Mr. Watson stated the Staff would be reviewing FDOT standards because it was a drainage area.

Councilor Delaney moved to approve Resolution 36-25; seconded by Councilor Choy; motion passed.

Kuretski
Yes

Sundstrom
Yes

Choy
Yes

Delaney
Yes

PUBLIC BUSINESS

13. Resolution 50-25, Approving the Health Insurance Fund Premium Holiday.

Mr. Scott Reynolds, Finance Director, gave a brief presentation which included Insurance Fund history; claims expense vs. reserve balance; fund reaching reserve goals; policy and practice questions for premium holidays; what does the premium holiday mean for employees; and how it will affect fiscal year 2025 budget.

Mayor Kuretski discussed how the process worked prior to being self-insured.

Mr. Reynolds stated the Town had stop-loss insurance, and it helped stabilize the claims coming into the Town.

Councilor Choy asked what the criteria was for employees to qualify.

Mr. Reynolds stated if they were working and participating in health insurance, they would qualify.

Councilor Delaney discussed the \$10 million milestone.

REGULAR AGENDA

PUBLIC BUSINESS

13. Resolution 50-25, Approving the Health Insurance Fund Premium Holiday.

Mayor Kuretski stated the recommendation for the premium holiday came from the Staff and did not believe the milestone needed to be increased. He noted the Town offered this to all employees, even those in a bargaining unit.

Councilor Choy moved to approve Resolution 50-25; seconded by Councilor Delaney; motion passed.

Kuretski
Yes

Sundstrom
Yes

Choy
Yes

Delaney
Yes

14. Selecting the Town of Jupiter Vice-Mayor 2025-2026.

Vice-Mayor Sundstrom nominated Councilor Delaney for Vice-Mayor. She added she was grateful for this tradition and it had been a wonderful learning experience.

Vice-Mayor Sundstrom, moved to select Councilor Delaney as Town of Jupiter Vice-Mayor 2025-2026; seconded by Councilor Choy; motion passed.

Kuretski
Yes

Sundstrom
Yes

Choy
Yes

Delaney
Yes

15. Approving the Town's Charitable Donations for 2025.

Ms. Satu Oksanen reviewed the charitable donation process. She stated there were 20 organizations eligible to receive funding in the amount of \$179,300. She added the funding available was \$50,000.

Council discussed budget and the criteria. Council unanimously agreed to support Staff's recommendation.

Councilor Sundstrom moved to approve the Town's Charitable Donation Program for 2025; seconded by Vice-Mayor Delaney; motion passed.

Kuretski
Yes

Delaney
Yes

Choy
Yes

Sundstrom
Yes

REPORTS

TOWN ATTORNEY

- Council Vacancy – Mr. Baird stated he distributed a memo to Council regarding the appointment to fill the vacancy on Council. He mentioned the Charter provided Council two opportunities to discuss filling the vacancy by appointment. He added if Council could not reach a decision on who to appoint, then it would go to a special election for that seat.

REPORTS

TOWN MANAGER

- Audit – Mr. Kitzerow thanked Mr. Scott Reynolds and Staff for all their work on the audit.
- Annual Employee Award Ceremony - Mr. Kitzerow congratulated the Employee of the Year - Kevin Albone, Team of the Year – Building and Maintenance team, and Leader of the Year – Officer Diana Zeitz.
- 30 Years of Service - Mr. Kitzerow congratulated Mr. Roger Held, Director of Community Development, for his 30 years of service to the Town.
- US Highway One Bridge - Mr. Kitzerow announced that the Florida Department of Transportation (FDOT) opened all lanes of the US Highway One bridge yesterday.
- E-bike Safety - Mr. Kitzerow stated the Jupiter Police department has scheduled two e-bike safety information events on April 17th and April 24th from 5:00pm to 7:00pm, as a part of the ongoing education outreach plan. He added the Town was hosting a bike safety fest at Abacoa Community Park on May 17th.
- Centennial Celebration - Mr. Kitzerow stated the celebration continued this Friday at the historic Train Depot in Sawfish Bay Park which will have an open house and an archaeological dig for kids.
- Town Green - Mr. Kitzerow mentioned the Town Green was nearing completion and expected to open in about two weeks. He added the work for the Jupiter Police department memorial and the Town Council memorial had started.
- Connect with Council - Mr. Kitzerow stated the Connect with Council open house was scheduled for Wednesday, April 30th.
- Charitable Donations - Mr. Kitzerow thanked the Neighborhood Services team for all their work with the Charitable Donation Program.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR CHOY

- Town Departments – Councilor Choy stated she met with every department head in the Town and was proud to sit on the dais and represent the residents.

VICE-MAYOR DELANEY

- US Highway One Bridge – Vice-Mayor Delaney mentioned he was thrilled the bridge was completely open.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR SUNDSTROM

- Audit – Councilor Sundstrom thanked Finance for their efforts with the Audit, along with the Audit committee.
- E-bike Safety – Councilor Sundstrom stated she was proud of the Jupiter Police's e-bike safety program.
- District 1 Vacancy - Councilor Sundstrom specified the applicants need to be from District 1. She added additional criteria that included Community involvement, any volunteering, professional experience, an understanding of how the Town worked, some knowledge of the Town Code, an affection for the Town, and a willingness to listen and represent all residents.

Mayor Kuretski agreed with asking those only from District 1 to apply. He mentioned following the same time as the last appointment. He stated to have applicants to make their pitch in their resume or application letter on why they would be a good candidate.

Vice-Mayor Delaney agreed with everything that was stated.

Mr. Kitzerow confirmed for the advertisement that Council wanted a cover letter and a resume from District 1 residents only. He also confirmed the additional criteria included involvement in the community, professional experience, understanding how the Town worked, and showing awareness of the interoperability collaboration.

Councilor Sundstrom also asked to have the district map included in the advertisement.

MAYOR KURETSKI

- Neighborhood Grants – Mayor Kuretski asked if the two neighborhood grants that were not voted on tonight due to an ethics conflict standpoint, be brought back as two separate items to be voted on by Council. There was a consensus from Council (RD, PC, MS)
- At-Large Council – Mayor Kuretski emphasized that the Council districts were to make sure every Council member did not live in the same neighborhood and that each Council member represented the residents at-large.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

MAYOR KURETSKI

- District Boundaries – Mayor Kuretski asked if Staff could give an update on the district boundaries. He stated that relatively 50 percent of the Town was in District 1 and 50 percent in District 2.

Council discussed the districts and possible need to change the district boundaries.

- US Highway One Bridge - Mayor Kuretski gave kudos to the FDOT on completing the bridge construction on schedule. He stated the bike lanes and sidewalks were a great amenity.
- Town Green – Mayor Kuretski asked about the parking around the Town Green.

Mr. Kitzerow stated the parking spaces around the Town Green would be open prior to the next Council meeting.

- E-bike Safety – Mayor Kuretski mentioned he appreciated the leadership the Town's Police have shown regarding e-bike safety. He added the Police department were starting to tow e-motos. He added he was thankful for the ongoing e-bike initiatives by the Police department and the Community Relations department.

ADJOURNMENT – 9:17 P.M.

Laura Cahill, Town Clerk

TOWN OF JUPITER
Surveying and Mapping Services Contracts (WS2520)



DATE	May 6, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 33-25, Approving contracts to Betsy Lindsay, a division of Haley Ward, Inc. (WS2520A), Engenuity Group, Inc. (WS2520B), NorthStar Geomatics, Inc. (WS2520C), and Zeman Consulting Group, LLC (WS2520D) for Surveying and Mapping Services

EXECUTIVE SUMMARY

Resolution No. 33-25 provides for the award of four (4) individual, non-exclusive, continuing services contracts to Betsy Lindsay, a division of Haley Ward, Inc. (WS2520A), Engenuity Group, Inc. (WS2520B), NorthStar Geomatics, Inc. (WS2520C), and Zeman Consulting Group, LLC (WS2520D) for surveying and mapping services for the Town's Utilities, Engineering and Public Works, and Planning and Zoning departments. The selected firms, which are licensed professional surveyors and mappers by the Florida Department of Agriculture and Consumer Services, will provide a full range of related services on an as-needed basis in support of ongoing and future Town operations and projects, including but not limited to implementation of Community Investment Program (CIP) projects, annual operating budget projects, land planning, open space program, plat reviews, planning and zoning site investigations, and development orders. The initial term of the proposed contracts is three (3) consecutive years and the contracts contain provisions for renewal for one (1) additional three-year term.

A Request for Proposals (RFP) was advertised on January 26, 2025, in accordance with Chapter 287.055, Florida Statute (F.S.) Consultants Competitive Negotiation Act (CCNA) and the Town's Purchasing Policy. A Selection Committee, approved by the Town Manager, and consisting of three Town of Jupiter staff members and one Director, was appointed to review the proposals. On February 25, 2025, fifteen sealed proposals were received, opened publicly, and distributed to the individual Selection Committee members for review.

Each member of the Selection Committee independently reviewed and scored the proposals in accordance with the criterion described in the RFP, which is attached. The criterion was selected to evaluate the surveying and mapping firms on the basis of qualifications as required by CCNA. On April 1, 2025, the Selection Committee participated in a public meeting to discuss and present scores assigned to the proposals as documented in the attached meeting minutes. In order to eliminate the variation in scores between committee members, each member used the total score calculated for each proposal to rank the proposals. The proposal with the highest combined point score was assigned a ranking of one (1) and the remaining proposals were ranked sequentially in accordance with total points scored. The Selection Committee deemed the most qualified firms as those with the lowest combined ranking. A summary of the evaluation results is attached.

The RFP indicated that the Town would shortlist three (3) firms for contract and fee

negotiations. However, upon review of the combined rankings, the third and fourth-ranked firms were ranked similarly with a 1-point difference between their scores, whereas a greater spread separated the remaining firms. Additionally, consideration of an additional firm would be in the best interest of the Town to accomplish anticipated work under the contracts since they will be used by multiple Town departments. As such, the Selection Committee identified the following top four (4) firms with the lowest rankings as the most qualified to proceed with contract and fee negotiations: Betsy Lindsay, a division of Haley Ward, Inc.; Engenuity Group, Inc.; Zeman Consulting Group, LLC; and NorthStar Geomatics, Inc. The proposals submitted by each of these firms were responsive to the RFP requirements and sufficient to confirm the firms' qualifications. Each firm included relevant project experience, including references for municipal clients in Florida, which were reviewed independently by the Selection Committee and reflect favorable work history.

Funding for these contracts is and will continue to be subject to fiscal appropriation by the Jupiter Town Council through various adopted fiscal year operating and CIP project budgets. Anticipated total funding budgets for all four contracts combined were estimated based on historical and anticipated expenditures for the initial 3-year contract term and the subsequent 3-year renewal term as shown in the table below. Within the past several years, in-house design and site investigation efforts have expanded the need for direct procurement of surveying services by town departments. The approximate annual cost of services under these proposed contracts will vary. Staff will monitor expenditures during the course of the contract terms to ensure that the values presented in the Estimated Funding Table for all four (4) contracts combined are not exceeded, without additional approval by the Town Council.

Anticipated Estimated Funding Town of Jupiter Utilities Surveying and Mapping Services Contract (WS2520)			
Year	Project Description	Initial Term Estimated Value	Renewal Term Estimated Value
Year 1	Engineering and Public Works (Operating, R&M)	\$30,000	\$30,000
	Planning and Zoning (Operating)	\$25,000	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000	\$60,000
	Water and Stormwater (CIP)	\$85,000	\$85,000
	Year 1 Estimated Total	\$200,000	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000	\$30,000
	Planning and Zoning (Operating)	\$25,000	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000	\$60,000
	Water and Stormwater (CIP)	\$85,000	\$85,000
	Year 2 Estimated Total	\$200,000	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000	\$30,000
	Planning and Zoning (Operating)	\$25,000	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000	\$60,000
	Water and Stormwater (CIP)	\$85,000	\$85,000
	Year 3 Estimated Total	\$200,000	\$200,000
	Estimated Total Contract	\$600,000 (Initial)	\$600,000 (Renewal)

Town staff will initiate requests for project-specific proposals from any one of the selected firms on a non-exclusive basis in accordance with their qualifications and any specific area(s) of expertise they may have. Firms will be required to prepare detailed work scopes, including fees and schedules for each specific project. Acceptable proposals will be approved in writing, by work order authorization issued by Town staff in accordance with the fee schedules included in each of the proposed contracts.

Contract renewals will be handled by written change order, at the discretion of the Town Manager. The contracts contain provisions for annual cost escalation based on the Consumer Price Index for All Urban Consumers (CPI-U), or 5%, whichever is less. Contract language clearly states that work performed under this contract is subject to appropriated fiscal year funding and there is no minimum amount of work expressed or guaranteed to be performed.

Provided that the proposed contracts with Betsy Lindsay, a division of Haley Ward, Inc. (WS2520A), Engenuity Group, Inc. (WS2520B), NorthStar Geomatics, Inc. (WS2520C), and Zeman Consulting Group, LLC (WS2520D) are approved on May 6, 2025, it is anticipated that the new contracts will go into effect by the end of May 2025.

The Town Attorney has reviewed the attached agreements and finds them to be in acceptable form.

ANALYSIS

The Selection Committee's review of proposals received on February 25, 2025, in response to the Town's public solicitation for Requests for Proposals from qualified surveying and mapping firms, resulted in the selection of Betsy Lindsay, a division of Haley Ward, Inc., Engenuity Group, Inc., NorthStar Geomatics, Inc., and Zeman Consulting Group, LLC as the most qualified and responsive firms. If these contracts are approved by the Town Council, the selected firms will provide surveying and mapping services to the Town on a non-exclusive, continuing basis for three (3) consecutive years in accordance with the terms of the contract and negotiated fees. Provisions for annual cost escalation of fees are provided in the proposed contracts, based on the lesser of the CPI-U and 5%. The proposed contracts also contain provisions for renewal for one (1) additional 3-year term, at the Town's sole discretion, based on each firm's performance and responsiveness during the initial 3-year contract term.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution No. 33-25
2. WS2520 Request for Proposals (RFP)
3. WS2520 RFP Evaluation Criterion Table
4. WS2520 Selection Committee Meeting Minutes
5. WS2520 Summary of Evaluation Results
6. WS2520A Agreement (Contract) between the Town and Betsy Lindsay, a division of Haley Ward, Inc.
7. WS2520B Agreement (Contract) between the Town and Engenuity Group, Inc.
8. WS2520C Agreement (Contract) between the Town and NorthStar Geomatics, Inc.

9. WS2520D Agreement (Contract) between the Town and Zeman Consulting Group, LLC

FUNDING SOURCE

*Refer to the Anticipated Estimated Funding Table in this Summary and in the proposed contracts for estimates in various Town departmental CIP and Operating budgets.

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

RESOLUTION NO. 33-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACTS BETWEEN THE TOWN OF JUPITER AND FOUR SURVEYING AND MAPPING FIRMS: BETSY LINDSAY, A DIVISION OF HALEY WARD, INC., ENGENUITY GROUP, INC., NORTHSTAR GEOMATICS, INC., AND ZEMAN CONSULTING GROUP, LLC FOR SURVEYING AND MAPPING SERVICES CONTRACTS (WS2520) FOR THE TOWN OF JUPITER.

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 has solicited a request for proposals (RFP) for surveying and mapping services on behalf of the Town in accordance with Florida Statute 287.055 titled "Consultant Competitive Negotiation Act" (the CCNA) and the Town's Procurement Policy and Standard Operating Procedures (Town's procurement policy); and

WHEREAS, pursuant to the process established by the CCNA and the Town's procurement policy, Betsy Lindsay, a division of Haley Ward, Inc., Engenuity Group, Inc., NorthStar Geomatics, Inc., and Zeman Consulting Group, LLC were evaluated by a Selection Committee appointed by the Town Manager, to be the top four most qualified and responsive firms to provide the services based on their responses to the RFP; and

WHEREAS, the Town and the four consultants: Betsy Lindsay, a division of Haley Ward, Inc., Engenuity Group, Inc., NorthStar Geomatics, Inc., and Zeman Consulting

Group, LLC have each negotiated proposed contracts (WS2520A, WS2520B, WS2520C and WS2520D) with Town staff based on mutually agreed upon terms and fee schedules pursuant to which each will provide surveying and mapping services to the Town; and

WHEREAS, funding for these contracts will be subject to Town Council fiscal year appropriation in the Town's operating and Community Investment Program (CIP) budgets.

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 the surveying and mapping firms: Betsy Lindsay, a division of Haley Ward, Inc. (WS2520A), Engenuity Group, Inc. (WS2520B), NorthStar Geomatics, Inc. (WS2520C), and Zeman Consulting Group, LLC (WS2520D) (copies of which are attached hereto and incorporated herein) are hereby approved.

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

Section 3. Upon the acceptance and execution of the Contracts, Betsy Lindsay, a division of Haley Ward, Inc., Engenuity Group, Inc., NorthStar Geomatics, Inc., and Zeman Consulting Group, LLC shall be responsible for carrying out all responsibilities which have been established therein.

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

05/06/2025



SURVEYING AND MAPPING SERVICES CONTRACT (WS2520)

Request for Proposals (RFP)

JANUARY 2025

JIM KURETSKI	MAYOR
MALISE SUNDSTROM	VICE-MAYOR
RON DELANEY	COUNCILOR
ANDY FORE	COUNCILOR
CAMERON MAY	COUNCILOR
FRANK J. KITZEROW	TOWN MANAGER
AMANDA Z. BARNES, P.E.	DIRECTOR OF UTILITIES

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TOWN OF JUPITER

REQUEST FOR PROPOSALS

Sealed proposals will only be accepted at the Town Clerk's Department, 210 Military Trail, Jupiter, Florida 33458 for:

SURVEYING AND MAPPING SERVICES CONTRACT (WS2520)

Until **2:00pm**, Local Time, **February 25, 2025** at which time and place all proposals received will be publicly opened and read aloud in the Community Room #108, adjacent to Town Council Chambers. Sealed proposals shall be submitted to the Town Clerk, on paper and in electronic format, in accordance with the Request for Proposals. Proposals received after the time and date specified will not be considered. The face of the envelope shall be addressed as follows:

Town Clerk, Town of Jupiter
210 Military Trail, Jupiter, FL 33458
February 25, 2025 at 2:00pm
Surveying and Mapping Services Contract (WS2520)

The nature and scope of this contract is:

The Town of Jupiter is requesting proposals from Professional Surveyors and Mappers with qualified staff to provide land surveying, mapping, plat review and other related miscellaneous services. All work shall be performed under the direction of a Professional Surveyor and Mapper registered under the State of Florida Department of Agriculture & Consumer Services in accordance with Chapter 472, Florida Statutes, Land Surveying and Mapping including Chapter 5J-17, Florida Administrative Code for Standards of Practice and Minimum Technical Standards. The work will be performed on a continuing, non-exclusive basis, as needed, for multiple departments within the Town of Jupiter. Up to three (3) non-exclusive, continuing services contracts may be issued for an initial contract term of three (3) years with the option to renew, by mutual agreement, for one (1) additional 3-year term, up to a cumulative total of six (6) years.

A copy of the complete Request for Proposals along with detailed instructions will be available on January 28, 2025. The documents may be obtained through DemandStar at www.demandstar.com or the Town's website at <https://www.jupiter.fl.us/246/Bids-for-Town-Projects>.

Questions concerning the RFP shall be directed to Steven F. Montemayor, P.E., Senior Utilities Engineer by email (stevenm@jupiter.fl.us). Emails should be delivered with a Read Receipt requested to confirm successful receipt by the Town. Clarification and changes to the bid documents will be made by addendum through www.Demandstar.com. Questions received less than three (3) business days from the deadline for proposal submissions are not guaranteed to be answered.

A public selection committee meeting for the Surveying and Mapping Services Contract (WS2520) will occur on March 12, 2025 at 1:00pm in the Utilities Administration Conference Room at the Water Treatment Facility located at 17403 Central Boulevard, Jupiter, FL 33458.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all proposals. The Town of Jupiter is an equal opportunity employer.

By Order of the Town Council, Town of Jupiter

Laura E. Cahill, Town Clerk

PUBLISHED: Palm Beach Post on January 26, 2025

PART I – GENERAL REQUIREMENTS

1.1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), Proposer shall mean consultants, contractor, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1.2 CONSULTANTS COMPETITIVE NEGOTIATION ACT

The procurement of these services is governed by F.S. 287.055, the Consultants Competitive Negotiation Act ("CCNA"). The procedures provided in the CCNA for retaining professional surveying and mapping services for planning, design and construction projects will be followed for the award and implementation of these professional services.

1.3 REQUEST FOR PROPOSALS: PURPOSE

This RFP provides guidelines for the submission of proposals. The Town of Jupiter is requesting proposals from Professional Surveyors and Mappers with qualified staff to provide land surveying, mapping, plat review and other related miscellaneous services. All work shall be performed under the direction of a Professional Surveyor and Mapper registered under the State of Florida Department of Agriculture & Consumer Services in accordance with Chapter 472, Florida Statutes, Land Surveying and Mapping including Chapter 5J-17, Florida Administrative Code for Standards of Practice and Minimum Technical Standards. The work will be performed on a continuing, non-exclusive basis, as needed, for multiple departments within the Town of Jupiter. Up to three (3) non-exclusive, continuing services contracts may be issued for an initial contract term of three (3) years with the option to renew, by mutual agreement, for one (1) additional 3-year term, up to a cumulative total of six (6) years.

1.4 PROPOSAL SUBMISSION AND WITHDRAWAL

Sealed proposals shall be submitted at the time and place indicated in the Request for Proposals and shall be enclosed in a sealed package marked with the RFP title, name and address of the Proposer.

The face of the sealed envelope shall be addressed as:

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

RFP Opening: February 25, 2025 at 2:00 pm
Surveying and Mapping Services Contract (WS2520)

Qualified proposer shall submit one (1) original and four (4) bound copies of the proposal in a sealed, opaque package marked as noted above. The package must also include a USB flash drive containing one (1) digital version of the proposal in pdf format. The digital version must be identical to the original proposal and should be provided as a single pdf file. All copies shall be on 8 ½" x 11" plain white paper, typed, with tabs separating each section. Proposals must be signed by a duly authorized official(s) of the proposing firm. Proposals will not be considered responsive unless it is established that all contractual responsibility rests solely on one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity or individual responsible for execution of the contract with the Town. Each proposal shall state that it is effective for a period of not less than 120 days from the date of receipt.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal.

Proposals, once opened, become the property of the Town and will not be returned to the Proposers. Upon opening, proposals become “public records” and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town Hall at 210 Military Trail, Jupiter, Florida prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561)746-5134, before proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1.5 CONTRACT AWARDS

The Town anticipates awarding non-exclusive, continuing services contracts to up to three (3) proposers determined by the selection committee to be most qualified to meet the Town’s needs. However, the Town reserves the right to award a contract to any number of firms, up to the maximum noted, or none at all. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract/agreement is not binding until proposals are reviewed and accepted by the Town and a written contract/agreement is approved by the Town Council and executed between the Town and the successful Proposer(s).

A standard Town of Jupiter continuing services, professional surveying and mapping Agreement is included with this RFP. This Agreement will form the basis of the Contract between the successful proposer(s) and the Town. At the Town’s discretion, the Contract may be modified, and/or additional terms and conditions may be added to the contract through negotiations with the successful Proposer(s).

Proposers must indicate any variances to items included in this RFP that will form the basis of the Agreement (Contract). If variations are not stated in Proposer’s reply, it shall be implied that the proposal fully conforms to the requirements of the RFP including the Agreement (Contract).

No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this Contract. The Town reserves the right to authorize any or all work items or any combination thereof noted in Exhibit A Statement of Work of the Contract as necessary to accomplish individual projects during the Contract term(s). Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town’s Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated to be available for the initial contract term and subsequent renewal are provided in Exhibit A. The Town’s fiscal calendar runs from October 1st through September 30th.

The Town reserves the right to reject all proposals, to waive any informality, and to solicit and re-advertise for other proposals.

1.6 TENTATIVE SCHEDULE

REVIEW AND SELECTION PROCESS:

January 26, 2025	Advertisement Date (Palm Beach Post)
February 25, 2025	Proposals Due
February 25 – March 12, 2025	Evaluation of Proposals by Selection Committee Members
March 12, 2025	Selection Committee Public Meeting
March 12 – March 19, 2025	Contract Negotiations
March 19 – March 31, 2025	Contracts Signed by Successful Proposer
April 15, 2025	Recommendation of Contract Award to Town Council
May 1, 2025	Contract Commencement

1.7 DEVELOPMENT COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1.8 INQUIRIES

The Town will not respond to oral inquiries. Proposers must submit all inquiries related to this RFP in writing by email:

Steven Montemayor, P.E.
Town of Jupiter Utilities
17403 Central Boulevard
Jupiter, FL 33458
Phone: (561) 741-2710
stevenm@jupiter.fl.us

Email inquiries must include *Surveying and Mapping Services Contract (WS2520)* in the subject heading of the email. Email inquiries not responded to within three (3) business days shall be followed up by telephone to 561-741-2710.

The Town will respond to written inquiries if received at least three (3) working days prior to the date scheduled for the proposals to be submitted.

The Town will record its responses to inquiries and any supplemental instructions in the form of written addenda as needed. If addenda are issued, they will be issued via Demandstar.com.

1.9 DELAYS

The Town may delay scheduled due dates if it is in their best interest. The Town will notify Proposers of all changes in scheduled due dates by written addenda via Demandstar.com.

1.10 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications, or which contain irregularities, technicalities, or informalities may be rejected by the Town as non-responsive or irregular. However, the Town reserves the right to waive any irregularities, technicalities or informalities in any proposal. The Town reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Town of Jupiter or who have failed to perform faithfully any previous contract with the Town of Jupiter or with other governmental jurisdictions. The Town reserves the right to reject any or all proposals without cause.

1.11 ADDENDA

The Town may record its responses to inquiries and any supplemental instructions and/or make revisions in the form of written addenda, as needed prior to the RFP submission deadline. If addenda are issued, they will be issued via DemandStar.com. Responses pointing to information already included in the RFP documents or prior addenda will not be included in an addendum.

It is the sole responsibility of the proposer to contact the Town to ascertain whether any addenda have been issued or review DemandStar.com to obtain all issued written addenda. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Town staff through written communication, consistent with paragraph 1.8 above, prior to the proposal submission deadline.

1.12 EQUAL OPPORTUNITY

In connection with this proposal, the proposer shall not discriminate against any employment or applicant for employment because of race, color, religion, sex, national origin, age, marital status, handicapped or disadvantage person, or veteran. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other form of compensation and selection for training, including apprenticeship.

The Town recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women's business enterprises. The Town requests minority and women's business enterprises to submit evidence of such classification with their proposals.

The Proposer shall furnish all necessary information and reports and shall permit access to its books, records and accounts by the Town of Jupiter for purposes of investigation to ascertain compliance with the non-discrimination/minority business provisions of any resultant contract.

1.13 INSURANCE

Successful Proposer(s) shall, at their sole expense, agree to maintain in full force and effect at all times during the life of the contract, insurance coverages, limits, including endorsements, as described in Exhibit D. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by the awarded, successful proposer(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under the contract.

Insurance coverage required by this Request for Proposals shall be in force throughout the Contract term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the contract, the Town shall have the right to consider the contract breached and shall have the right to immediately terminate the contract.

1.14 PUBLIC ENTITY CRIME STATEMENT

The Proposer, by submission of their proposal and execution of any resultant contract, acknowledges and attests that, neither the employees of Proposer nor any of its vendors, subconsultants or affiliates who shall perform work which is intended to benefit the Town of Jupiter, 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 Proposer further understands and acknowledges that by submission of their proposal and execution of any resultant contract, the contract shall be null and void, and/or that this contract is subject to immediate termination by the Town of Jupiter, for any misstatement or lack of compliance with the mandates of said statute. The Town of Jupiter, in the event of such termination, shall not incur any liability to the Proposer for any work or materials furnished.

1.15 PERIOD OF PERFORMANCE

The initial term of the contract will be for three (3) years, with the option to renew once, by mutual agreement, for one (1) additional 3-year term, for up to a cumulative contract total of six (6) years, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. The period of performance of the work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties.

Renewals will be in writing by change order to the Contract and are subject to the same terms and conditions set forth in the initial Contract and any written amendments/change orders signed by both parties (Town and Consultant). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the Owner and subject to the availability of fiscal year

funding approved by the Jupiter Town Council. If the successful Proposer(s) intends to not renew the Contract for the next renewal period, they must provide the Town a 120-day notice prior to Contract expiration.

Regardless of anything to the contrary, this Contract may be terminated by the Town at any time and for any reason. Further, the successful Proposer agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.

1.16 DISCRIMINATION

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.17 PATENT FEES, ROYALTIES, AND LICENSES

If the Selected Proposer(s) requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Selected Proposer(s) and his surety shall indemnify and hold harmless the Town from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the Town from any cost, expense, royalty or damage which the Town may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.18 FAMILIARITY WITH LAWS

The Selected Proposer(s) are assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of a Selected Proposer shall in no way relieve it from any responsibility to comply with the law.

1.19 TAXES

Unless otherwise indicated, estimated fees and expenses shall not include taxes of any kind. The Town of Jupiter is exempt from all state taxation including state sales and use taxes.

1.20 REUSE OF DOCUMENTS

All documents prepared under authority of this RFP, any resultant contract and subsequent work from the resultant contract shall become the property of the Town of Jupiter. All documents prepared are subject to reuse by the Town in accordance with the provisions of S.287.055, Florida Statutes.

1.21 AUDIT RIGHTS

The Owner reserves the right to audit the records of the successful Proposer(s) for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Proposer(s) agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Proposer(s) shall allow the Owner to inspect, examine and review the records of the successful Proposer(s) in relation to this Contract at any and all times during normal business hours during the term of the Contract.

1.22 INSPECTOR GENERAL OF PALM BEACH COUNTY

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 successful Proposer(s) and its subcontractors and lower tier subcontractors. The successful Proposer(s) understands and agrees that in addition to other remedies and consequences provided by law, the failure of the successful Proposer(s) 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.

1.23 PUBLIC RECORDS

This Agreement 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 Proposer(s) acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a successful Proposer does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A successful Proposer 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

1.24 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

The Town of Jupiter encourages and agrees to the successful Proposer extending the rates, terms and conditions of this RFP or resultant contract to other governmental entities at the discretion of the successful Proposer.

1.25 CONE OF SILENCE, SEC. 2-355. CONE OF SILENCE

Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

Any person or person's representative seeking an award from such competitive solicitation; and

Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

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

Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors and subcontractors performing the Work, providing supplies, or providing services under this Contract.

Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.

The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.

Pursuant to Section 448.095 F.S., beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

Subcontractors –

- (i) Proposer 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.
- (ii) Proposer 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 F.S. (Refer to Bid Proposal forms)

- (iii) Proposer shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

Proposer must provide evidence of compliance with Section 448.095 F.S. 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.

Failure to comply with this provision is a material breach of the Agreement, and shall result in 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.

1.27 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the Town from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The successful Proposer, by its execution of this Contract, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that successful Proposer is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

The Town reserves the right to terminate this Contract if the successful Proposer is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The Town, in the event of such termination, shall not incur any liability to the successful Proposer for any work or materials furnished.

1.28 SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

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

END OF PART I

PART II – STATEMENT OF WORK

2.1 INTRODUCTION

With this Request for Proposals (RFP), the Town of Jupiter is soliciting proposals from Professional Surveying and Mapping firms (i.e., consultant(s)) with qualified, staff to provide land surveying, mapping, plat review and other related miscellaneous services. All work shall be performed under the direction of a Professional Surveyor and Mapper registered under the State of Florida Department of Agriculture & Consumer Services in accordance with Chapter 472, Florida Statutes, Land Surveying and Mapping including Chapter 5J-17, Florida Administrative Code for Standards of Practice and Minimum Technical Standards.

The Town will select up to three (3) qualified, surveying and mapping firm(s) who demonstrate relevant experience and specialize in providing the scope services described in Section 2.2. Selected firm(s) will be required to negotiate a contract which is subject to the approval of the Jupiter Town Council. The selected firm(s) shall remain available to the Town on a continuing, non-exclusive basis, as needed, for multiple departments within the Town of Jupiter for an initial contract term of three (3) years with the option to renew, by mutual agreement, for one (1) additional 3-year term, up to a cumulative total of six (6) years.

2.2 SCOPE OF SERVICES

- A. The selected firm(s) will provide a full range of Professional land surveying and mapping services for the Town including, but not be limited to, all those types of surveys depicted in the Florida Administrative Code Rule 61G17-6 including preparation of the following:
- Boundary Survey
 - Site Survey
 - Topographic Survey
 - Bathymetric Survey
 - Construction Layout Survey
 - Form Board Survey
 - As-Built Survey
 - Locate and stake Right-of-Way easement and property boundaries and corners
 - Install/Reinstall monuments, bench marks and similar
 - When requested, coordinate utility markings via 811 and locate on surveys provided above
- B. In addition to preparation of that mentioned above, the Professional Surveyor and Mapper shall provide the following services (or other similar services) as requested:
- As-Built Drawings in ACAD which will be reviewed and approved by the Town
 - Easement Sketch and Legal Descriptions
 - Property Sketch and Legal Descriptions
 - Legal “metes and bounds” Boundary Descriptions
 - Title Searches on Public and Private Property
 - Flood Elevation Certificate
 - Property or Easement Conveyance documents
 - Expert Witness
 - Provide survey to scale, orientation and legibility on Town prepared ACAD base drawing(s)
 - Historic Research including Right-of-Way, easement, platted lands, government lot lines, land ownership, property line disputes, etc., including preparation of reports as necessary
 - Perform review and provide comments on Land Subdivision Plats in accordance with Florida Statutes Ch. 177
 - Confirm Sketches and Legal Descriptions
- C. All work to be performed under this Contract will be located within the established service area of the Town’s water and storm water utilities, which includes the incorporated limits of the Town of Jupiter, Juno Beach and select, unincorporated areas within Martin and Palm Beach Counties.

No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this Contract. The Town reserves the right to authorize any or all work items or any combination thereof as necessary to accomplish individual projects, investigations, reviews, etc. during the Contract term(s). Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated to be available for the initial contract term and subsequent renewal are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

**Anticipated Estimated Funding
Town of Jupiter Utilities
Surveying and Mapping Services Contract (WS2520)**

Year	Project Description	Estimated Value
Initial Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
	Initial Term Estimated Total Contract	\$600,000
Renewal Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
	Renewal Term Estimated Total Contract	\$600,000

2.3 SURVEY FORMAT

- A. All surveys shall be provided in three (3) formats: electronically signed and sealed PDF's, Autodesk ACAD version 2018 or higher, and signed and sealed hard copies, if outlined in the proposal.
- B. Unless otherwise instructed, horizontal and vertical control shall be as follow:
- Horizontal GPS Coordinates shall be in NAD83_Florida_East_ftUS map projection
 - Vertical Datum shall be North American Vertical Datum of 1988 (NAVD88) w/ conversion to N.G.V.D.29

2.4 RESPONSIBILITIES OF SELECTED CONSULTANT(S)

REQUESTS FOR PROPOSAL

The selected consultant(s) for which a contract has been successfully negotiated and approved by the Jupiter's Town Council will be required to be available as needed and on a continuing basis. The Town will initiate a request for a project-specific proposal to the selected consultant(s) on a non-exclusive and rotational basis in accordance with their qualifications and specific area(s) of expertise. Each consultant shall be responsive to the Town's request, and be capable of reviewing relevant, existing information, including drawings, studies, regulations, etc., and conducting staff interviews and/or field investigations, as needed, to prepare a detailed scope of work, fee, and schedule for Town review.

At a minimum, each proposal shall include enough detail to show the quantity and type(s) of services anticipated for the work order, which may include: meetings, data review, site investigations, surveying, ACAD drafting, and preparation of record drawings; property ownership, encumbrances, conveyance, and other types of documents; preparation and surveying of construction related surveys such as construction layout and form board; and other related services and/or deliverables outlined in the scope of work, where appropriate, to provide the project-specific surveying and mapping services to support various Town departments. Consultants shall establish a total fee for the proposal based on the approved negotiated rates of the Contract specifying whether costs are to be billed as a lump sum or not-to-exceed basis. Proposals shall clearly identify the fee for each task and total fee for the proposal based on negotiated Contract rates with multiplier, broken down by level/position and total hours to complete each task in a proposal. The Town will review the proposal and provide comments, as appropriate, to finalize the scope of work and fee.

WORK AUTHORIZATION AND NOTICE TO PROCEED

Upon acceptance, the Town will appropriate funds to a purchase order to accomplish the approved tasks, and will authorize the consultant to commence the requested services through issuance of a memorandum, which will include a copy of the consultant's approved proposal and Town's purchase order. Memorandums will be sequentially numbered and named, and the consultant will be required to establish a project account for each separate and specific work order with the associated Town of Jupiter job number and name. Upon receipt of the Town's work authorization memo, consultant(s) may proceed with providing the surveying and/or mapping services to the Town for the project in accordance with the schedule included in the Consultant's proposal.

Timely notification shall be provided to the Town should the consultant incur unanticipated or unforeseen additional costs outside the original scope of work in order to evaluate the need for an amendment to the original proposal and work authorization. Amendments will also be approved in writing through issuance of a work authorization memo with a copy of the revised, approved proposal and purchase order.

REPORTING AND DELIVERABLES

Work authorizations shall require or provide that deliverables be submitted to the Town in an electronic format, and in accordance with the content and schedule outlined in the Consultant's proposal. Some deliverables may be required in hard copy, such as planning, permit and building department submissions and will be required to be submitted in the size and number of copies as outlined in the Consultant's proposal. The Town will review submitted deliverables, return with comments or approve as submitted. Deliverables shall be organized, professionally prepared, tabulate results, where applicable, offer written narrative where appropriate. Surveys

and reports requiring review and approval by a licensed professional surveyor and mapper shall be signed and sealed consistent with State of Florida requirements. Reports and miscellaneous documents that include information obtained from research and prepared by other licensed professionals, subconsultants, shall be signed and if necessary attested and/or sealed in accordance with state law and included in the associated reports or documents.

INVOICES

Invoices shall be submitted to the Town in an electronic format and separately for each work authorization, which includes the following information

- Town work order number and project name
- Town purchase order number
- Consultant's federal identification number
- Total work order amount, previously paid, current billing and amount remaining.

Consultant(s) shall invoice for work completed and in accordance with the approved scope of work and fees detailed in the prior, approved proposal (or amended proposal thereafter). Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. Work tasks that include associated deliverables should be submitted to the Town for review and acceptance prior to invoicing for the associated item. Consultant(s) should be prepared to include a brief memorandum that accompanies invoices describing the work completed for the period.

The Consultant(s) understands that time is of the essence especially as it relates to work / services provided under this contract. Consultant(s) will be responsive to the Town's requests for support under the Contract, returning phone calls and emails, providing proposals, reports and deliverables, and submitting invoices in a timely manner.

END OF PART II

PART III – INSTRUCTIONS FOR PREPARING PROPOSALS

3.1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must be properly executed by the owner/principal having the authority to bind the consultant to this agreement and must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Proposers shall submit one (1) original (so marked), four (4) bound copies and one (1) electronic copy on a flash drive in a clear, concise format, on 8 ½ " x 11" paper, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, may be included with proposal as noted in Section G. under Additional Information.

3.2 PROPOSAL FORMAT

In order to get a uniform review process and obtain the maximum degree of comparability, it is required that the proposal information is organized as specified herein including specifically responding to Items A – G.

The proposal shall start with a Letter of Transmittal: This letter should summarize in a brief and concise manner, the Proposer's understanding of the scope of work to be done under this contract. (Limit response to one page)

- A. Qualifications of Firm and Core Team** – The proposal must describe the organizational profile of the Firm and identify primary individuals (i.e., Core Team) who will be responsible for executing work on this Contract. Each Proposer must be authorized to do 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, proof of same must be provided in Item G, Completeness of Proposal. (Limit response to three pages)

The following specific items should be included in this section:

1. Describe the Proposer's surveying and mapping firm, including the size, range of disciplines, licenses, and years in business. The Proposer must emphasize its expertise in, and experience with general and specific surveying for municipal public works/water/stormwater construction projects, easement and property sketch and legal descriptions, plat preparation and independent plat reviews, other required property conveyance documents necessary in order to assist Town staff with property acquisition, planning, and construction projects. (Limit response to two pages maximum)
2. Attach a copy of the firm's organizational chart identifying Core Team members (not included in the 3-page limited response to this section)
3. Describe the Core Team members who will be working on this Contract including name and title, office location, years of experience with the firm / total years of experience, and description of duties to be performed.
4. Identify the supervising Core Team leader who will be responsible for administration and management of this Contract. The supervising Core Team leader must be a Professional Surveyor and Mapper licensed in the State of Florida, with a minimum of 10 years' experience as a Professional Surveyor and Mapper supporting Land Developers, Planners, Engineers, and Government agencies in implementing Public Works, Water Treatment, Water Supply and Stormwater projects.
5. Attach a resume (max two (2) pages) for each Core Team member and include in Part G. Completeness of Proposal. (not included in the 3-page limited response to this section)

6. Identify subconsultant(s), if any, that will be involved in providing required services under this Contract, including address and a description of qualifications. At a minimum, the following subconsultants should be identified or the proposer shall clearly indicate that the work will be performed in-house.
 - Professional Attorneys
 - Real Estate Title Companies
 - Other Professional Subconsultants

Should the Proposer choose to provide support in this manner, the Town will require supporting documentation that clearly illustrates the subconsultant's commitment to provide the responsiveness, quality control, staff experience and qualifications, etc. presented as part of the proposal. Town's selection of the successful Proposer will be based, in part, on the qualifications and capabilities of their subconsultants. Supporting documentation for each subconsultant should be included in Part G. Completeness of Proposal. (Limit response to one page maximum per subconsultant)

- B. Experience of the Firm and Core Team** – The proposal must describe the Proposer's experience with at least five similar, surveying and mapping services contracts and/or related projects held over the last five years, which highlights proposer's expertise and experience in professional surveying and mapping for supporting Land Developers, Planners, Engineers, and Government agencies in implementing Public Works, Water Treatment, Water Supply and Stormwater projects. (Limit response to three pages)

The following specific items should be included in this section:

1. Five (5) contract references which include client name, project(s) description(s) and date(s) provided under the contract, and date and total length of contract.
2. List, where applicable, which Core Team members contributed to the Proposer's contract and project reference(s).
3. Indicate specifically the nature and extent of the work including specific projects performed by the Proposer and/or Core Team members on the prior similar contracts.
4. Describe any significant or unique accomplishments in previous contracts. Include any additional data pertinent to the Proposer's capabilities related to surveying and mapping for municipal public works, water and stormwater utilities.
5. Complete the top portion of the Reference Check Form included in Part V Proposal Forms for each contract reference (a minimum of five (5) forms should be completed). **Follow the directions outlined in Section 3.3 below.**
6. For each previously identified subconsultant that will be involved in providing services under this Contract, provide three (3) project references with supporting information and include three (3) Reference Check Forms. **Follow the directions outlined in Section 3.3 below.**

- C. Project Approach** – The proposal must describe the Proposer's approach to completing anticipated work under this Contract. Describe the specific ability of the "Core Team" and proposed subconsultants' including innovative approaches to providing the services and work products noted in the scope above. The quality and samples of work product from the Core Team and the subconsultants must be provided for evaluation and included in Item G, Completeness of Proposal. (Limit response to two pages)

The following specific items should be included in this section:

1. Describe the specific ability of the "Core Team" and proposed subconsultants' including innovative approaches to providing the services and work products noted in the scope of services.
2. Describe the Proposer's internal processes that are utilized to implement and execute various work tasks.
3. How does the Proposer archive and secure records / data generated for projects?
4. Describe the Proposer's processes to minimize errors including internal quality assurance and quality control programs. How does the Proposer address errors that may occur in design, testing, construction, etc.?

5. Attach up to two (2) copies of samples of work product(s) for evaluation that represent the quality of proposals or deliverables from the Core Team and/or subconsultants (not included in the 2-page limited response to this section.) Paper size may be increased up to 11" x 17" for provided work product samples.

D. Communication of Core Team – The proposal must describe the Core Team's approach to effective communication and responsiveness to the Town to provide professional surveying and mapping services and implement the anticipated work under this Contract. (Limit response to two pages)

The following specific items should be included in this section:

1. Identify the Proposer's office location(s), and location of the Core Team members.
2. Describe how the location of the Proposer's office(s) and Core Team members will be beneficial to the exchange of information with the Town, providing information/services to the Town and responsiveness of services provided under this Contract.
3. Describe the Proposer's approach to responding to work requests and strategies used to prepare proposals.
4. Describe how the Proposer and Core Team intends to maintain positive and efficient communication between the Town, their subconsultants, other Town consultants, regulatory agencies and/or the public.
5. Describe the Proposer's processes to communicate unforeseen issues and/or errors should they arise.
6. Describe how the Proposer uses technology to improve communication and overall project organization.

E. Current Capacity and Scheduling – The proposal must describe the Proposer and Core Team's ability to be responsive to work requests, maintain schedules and execute projects on time. (Limit response to two pages)

The following specific items should be included in this section:

1. Describe Core Team members' current / projected workloads and percent of time to be spent on this Contract.
2. Describe the Proposer's commitment to perform work in a timely fashion, and methods utilized to keep work on schedule.
3. Describe the Proposer's strategies that are used when a project's schedule is off-track.

F. Reporting and Invoicing – The proposal must describe the Proposer's method of reporting and invoicing for projects including format, schedule, accuracy and budget status. (Limit response to one page)

The following specific items should be included in this section:

1. Describe the Proposer's approach to oversight of staff and time spent on client projects for the purpose of managing project budgets.
2. Describe the types of documentation used by the Proposer to support billing and invoices.
3. Describe the processes that will be used to keep projects within budget.
4. How does the Proposer document potential budget overruns that may arise for a project and resulting communication to the client?
5. Provide information regarding favorable cost containment approaches that have been successful in similar Contracts. How does the Proposer address budget overages?
6. Attach sample copies of the Proposer's reports and/or invoices that would be prepared and submitted for the type(s) of projects to be completed under this Contract (not included in the 1-page limited response to this section.) Paper size may be increased up to 11" x 17" for provided work product samples.

G. Completeness of Proposal – Include the following:

1. Letter of Transmittal
2. Proposal Submission of Items A through F: Each Proposer is required to provide the information described in items A through F as detailed above.
 - A. Qualifications of the Firm and Core Team
 - B. Experience of the Firm and Core Team
 - C. Project Approach
 - D. Communication of Core Team
 - E. Current Capacity and Scheduling
 - F. Reporting and Invoicing
3. Additional Information: The Proposer may include a maximum of two additional pages containing any other information they wish.
4. Proposal Forms: Each Firm is required to complete and execute all the forms in Part V – Proposal Forms which are provided with this RFP and include them here with their submission.
 - Proposer's Acknowledgement and Certification
 - Proposer's Questionnaire
 - Reference Check Forms, see No. 3.3 References for Proposer and Subconsultants below.
 - Subconsultant Reference Check Forms, see No. 3.3C in References for Proposer and Subconsultants below.
 - Non-Collusive Affidavit Form
 - Sworn Statement
 - Drug-Free Work Place Certification
 - Contractor E-Verify Affidavit, comply with F.S. 448.095 and properly execute this form.
 - Subcontractor E-Verify Affidavit, comply with F.S. 448.095 and properly execute this form.
5. Resumes: All Core Team, Proposer, subconsultant(s) and any other resumes shall be included in this section.
6. Proposer's Questionnaire: Each Proposer is required to complete and submit a Proposer's Questionnaire which is provided with this RFP. The Proposer's subconsultants should also complete the questionnaire and include under G.9.
7. Quality Assurance and Quality Control: As an option, the Proposer's may include a copy or description of their quality assurance and quality control (QAQC) program.
8. Licenses and Firm Documents: This section shall include copies of licenses, corporate documents, partnership agreements, insurance and other relevant legal information for the Proposer's firm.
9. Subconsultant Submissions: Proposer shall include additional documentation for their subconsultant(s) here which includes an agreement or other evidence that clearly illustrates the subconsultant's commitment to provide the responsiveness, quality control, staff experience, qualifications and licenses. Forms or attachments to be provided by or on behalf of subconsultant(s):
 - Resume(s)
 - Subconsultant Reference Check Forms
 - Proposer's Questionnaire
 - QAQC program (Optional)
 - Licenses
 - Example(s) of work products (proposals, reports, invoices, etc.)
10. Variances to RFP – Proposers must indicate any variances to items included in this RFP that will form the basis of the Agreement (Contract). If variations are not stated in Proposer's reply, it shall be implied that the proposal fully conforms to the requirements of the RFP including the Agreement (Contract).

3.3 REFERENCES FOR PROPOSERS AND SUBCONSULTANTS

The Proposer shall send out a minimum of five (5) Reference Check Forms to five (5) different clients, minimum of three (3) being governmental agencies, for which the proposer has provided surveying and mapping services. The Proposer and any subconsultant(s) shall complete the top portion of the Reference Check Form and send the form to each reference to complete; the Proposer and Subconsultants shall send out these forms a minimum of two (2) weeks prior to when proposals are due. Please note the Reference Check Forms must be completed by the references and returned to the Town, as noted on the Reference Check Form, prior to the RFP deadline. This will allow review and consideration by the selection committee.

- A. Complete the top portion of the Reference Check Form included in Part V, Proposal Forms for each contract reference. (A minimum of five (5) forms should be completed)
- B. Copies of the forms with the top portion completed shall be included with the proposal in item 3.2G4 above to inform the Selection Committee which references were sent the Reference Check Forms.
- C. For each previously identified subconsultant that will be involved in providing services under this Contract, provide three (3) project references with supporting information and include three (3) Reference Check Forms.

END OF PART III

PART IV – EVALUATION OF PROPOSALS

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:

ITEM	CRITERION	POINTS
A	Qualifications of Firm and Core Team: Qualifications of Firm and Core Team including subconsultant(s), if applicable, with similar work.	15
B	Experience of Firm and Core Team: Experience of Firm and Core Team including subconsultant(s), if applicable, with similar contracts.	20
C	Project Approach: Proposed process to be utilized for implementation and execution of various perceived tasks envisioned including quality assurance and quality control program.	15
D	Communication of Core Team: Approach to maintaining good communication with Town staff, location of Core Team office, approach for responsiveness.	15
E	Current Capacity and Scheduling: Approach to being responsive to work requests and meeting the Town’s project schedule requirements, and projected workload of the Core Team.	15
F	Reporting and Invoicing: Approach, format, clarity, timeliness, accuracy of reporting, budget oversight and invoicing.	10
G	Completeness of Proposal: Information provided as described by Part III, 3.2 G.	10
Total Maximum Points		100

- B. Selection** – The Town will appoint a selection committee consisting of three to five members of its staff to evaluate responses. Each committee member will independently review submitted proposals, assign a score for each of the criterion above based on the proposal response, and calculate a total score for each proposal. In order to eliminate the variation in scores between committee members, each member will use the total score calculated for each proposal to rank the proposals from high to low. The proposal with the highest point score will be assigned a ranking of one (1), and remaining proposals ranked sequentially in accordance with total point score. For example, if the Town receives five (5) proposal responses, the proposals with the highest and lowest total point scores will be assigned a ranking of one (1) and five (5), respectively.

The selection committee will hold a public meeting where each committee member will present their scores and respective rankings for the purpose of identifying the most qualified firm(s) that meet the requirements of this RFP. The rankings provided by each committee member will be summed up, and selection of the most qualified firm(s) will be based on the proposal(s) with the lowest combined ranking. The Selection Committee will select one (1) to three (3) of the most qualified firms to proceed with contract negotiation.

- C. Negotiations** – Once the committee has ranked the firm(s), Town Staff will begin to negotiate contracts with up to three (3) of the top ranked firm(s) as determined by the Selection Committee to be the most qualified. At that time, selected firm(s) will be required to submit their Basis of Compensation and Fee Schedule to the Town. Upon completion of successful negotiations, the committee will present a summary of review and findings for award of up to three (3) contracts to the Town Manager. The Town Manager will present the committee’s review and findings to the Jupiter Town Council for consideration of Contract award. The decision to award a Contract(s) will be made by the Town Council and the Town Council’s decision will be final. If the Town Manager and/or Town Council determines that negotiation of a satisfactory contract with each firm determined to be the most qualified, has not been achieved at a price the Town determines to be fair, competitive, and reasonable, negotiations with that firm or firms shall be formally terminated. Should the Town be unable to negotiate a satisfactory contract with any or all of the selected firms, the Town may proceed negotiations with the next highest ranked firm(s) and continue negotiations until an agreement is reached. Award of a contract is at the sole discretion of the Town Council. However, the Town reserves the right to reject all proposals, to waive any irregularities and solicit and re-advertise the contract.
- D. Cost of Preparations of Proposal** – The Town will not be responsible for any cost incurred by any Proposer in the preparation of his/her proposal.
- E. Qualifications** – Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the contract to the satisfaction of the Town. Proposers must furnish the information as described in Part III of the RFP in order for the Town to evaluate qualifications.
- F. Award of Contract** – The Award of the Contract, if it is awarded, will be to the most responsive, responsible Proposer(s) whose qualifications indicate the award will be in the best interest of the Town and whose proposal shall comply with the requirements of the Proposal Specifications. No award will be made until all necessary investigations have been made into the responsibility of the Proposer and the Town is satisfied that the Proposer is qualified to do the work.

END OF PART IV

PART V – PROPOSAL FORMS

Proposer shall complete all portions of Part V in its entirety and insert into the appropriate sections/tabs of their proposal submittal as outlined in the Instructions for Preparing Proposals, Proposal Format.

The following is a comprehensive list of Proposal Forms included with Part V:

- Proposer Acknowledgement and Certification
- Proposer's Questionnaire
- Reference Check Form
- Non-Collusive Affidavit Form
- Sworn Statement
- Drug-Free Work Place Certification
- Contractor E-Verify Affidavit
- Sub-Contractor E-Verify Affidavit

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PROPOSER'S ACKNOWLEDGEMENT AND CERTIFICATION

Proposer Company Name: _____

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR THE
SURVEYING AND MAPPING SERVICES CONTRACT (WS2520)**

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 Proposals 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 is requesting proposals from Professional Surveyors and Mappers with qualified staff to provide land surveying, mapping, plat review and other related miscellaneous services. All work shall be performed under the direction of a Professional Surveyor and Mapper registered under the State of Florida Department of Agriculture & Consumer Services in accordance with Chapter 472, Florida Statutes, Land Surveying and Mapping including Chapter 5J-17, Florida Administrative Code for Standards of Practice and Minimum Technical Standards. The work will be performed on a continuing, non-exclusive basis, as needed, for multiple departments within the Town of Jupiter.

The undersigned further declares that he proposes to provide the services required by the contract within the specified time in this Proposal for the prices indicated within Exhibit C – Basis for Compensation and Fee Schedule negotiated and included in the executed Contract.

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 low Proposer or re-bid the contract.

The undersigned understands and accepts that the Contract commences on date of the agreement and that the Contract term is for three (3) consecutive years. The period of performance of the work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties. This Contract may be renewed at the end of the three (3) year term for one successive three (3) year term by mutual written agreement between the Town and the Consultant, up to a cumulative total of six (6) years.

The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic 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 _____ (insert number) Addenda for this RFP.

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

SUBMITTAL DATE _____

FIRM NAME _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _____
(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 _____

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE _____

STATE OF INCORPORATION _____

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

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

Subscribed and sworn to before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____ by _____ of _____, who [] is personally known to me or [] has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

[Notary Seal]

PROPOSER'S QUESTIONNAIRE – REVISED BY ADDENDUM 1
SURVEYING AND MAPPING SERVICES CONTRACT (WS2520)

It is understood and agreed that the following information is to be used by the Town to determine the qualifications of prospective consultants 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, Surveyor, 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 _____ day of _____, 20____.

Name of Organization/Proposer

Submitted by: _____
Name and Title

(If more space is needed, please attach additional sheets.)

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

2. If a Corporation, answer the following:

When incorporated _____

In what State _____

Name of Officers: President _____

Vice President _____

Secretary _____

Treasurer _____

3. If a Partnership, answer the following:

Date of organization _____

General Limited Partnership _____

Name and address of each partner:

4. Consultant's name and main office address, telephone, fax number, and e-mail address, contact person:

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

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

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

(Attach additional pages if necessary)

8. List the number of full-time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers			
c. Supervisors Senior Staff			
d. Other Professional Staff			
e. Total number of full-time personnel			

9. Has the Proposer or any principals of the applicant's organization failed to qualify as a responsible, qualified bidder/proposer on previous bids/RFP's; 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 litigation on any contract in the last five (5) years? If yes, please explain:

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

Yes () No ()

If yes, please explain:

11. List any lawsuits pending or completed within the last 5 years involving the corporation, partnership or individuals with more than ten percent (10%) interest:

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

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

14. Is consultant claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No ()

If "Yes" was checked, include a copy of certificate with proposal.

(End of Proposer's Questionnaire)

REFERENCE CHECK FORM

Proposer Instructions: Fill out top portion only (print or type) and send to the Reference Contact two weeks prior to Proposal Deadline.

Town of Jupiter RFP Number: WS2520	
Town of Jupiter Project Name: Surveying and Mapping Services Contract	
Consultant / Proposer Name: _____	
Proposer's Subconsultant Name (if applicable): _____	
Reference Name: _____	
Person to Contact: _____	
Job Title: _____	
Email: _____	Telephone #: _____

Reference Instructions: The above Proposer/Respondent has given your name to the Town of Jupiter as a reference. Please complete the information below and e-mail to stevenm@jupiter.fl.us prior to February 25, 2025.

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

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many projects has this firm completed for you within the past 5 years? _____

What, if any, problems/claims were encountered? _____

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 ()

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF _____
COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date:_____/_____/_____

By _____

I HEREBY CERTIFY that on this day, before me personally appeared, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared_____, an authorized representative of_____, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

NOTARY PUBLIC

[Notary Seal]

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 _____
[print name of the public entity]
- by _____
[print individual's name and title]
- for _____
[print name of entity submitting sworn statement]
- whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, _____

Personally known _____

OR Produced identification _____ Notary Public – State of _____

My commission expires _____

(Printed typed or stamped commissioned name notary public)

[Notary Seal]

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Proposer's Printed Name and Title

Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [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 _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

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

A true and correct copy of _____ [insert subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

PART VI – CONTRACT FORMS AND AGREEMENT

- Notice of Intent to Award
- Notice of Award
- Agreement (Contract) Between Owner and Contractor
- Exhibit A: Statement of Work
- Exhibit B: Project Organization Chart
- Exhibit C: Basis of Compensation and Fee Schedule
- Exhibit D: Insurance Requirements

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PROCEED TO NEXT SECTION

NOTICE OF INTENT TO AWARD

DATE:

TO:

ATT:

Contract: Surveying and Mapping Services Contract (WS2520)
 Town of Jupiter Utilities
 Jupiter, FL

We are pleased to inform you that on [INSERT DATE] a recommendation for award of the above referenced Contract will be made to the Jupiter Town Council as a result of your proposal submitted to the Town of Jupiter (Owner) on [INSERT DATE].

Enclosed is an unexecuted agreement for review and signature. **Please leave the agreement undated**; the Town will date it upon final execution. Additionally, provide a current Certificate of Insurance with the required coverage, naming the Town as an additional insured, and addressed to:

Town of Jupiter
c/o Amanda Barnes
210 Military Trail
Jupiter, FL 33458

Please return the signed agreement and supporting documentation for final signatures to: Haley Johnson, Special Projects Coordinator at 17403 Central Blvd., Jupiter, FL 33458. Failure to execute and deliver the Agreement and requested documentation to the Owner within fifteen (15) consecutive calendar days from **[INSERT DATE]** may result in forfeiture of the contract, with the Town possibly awarding it to the next highest-ranked vendor or withdrawing the RFP.

Award is contingent upon Town Council approval and execution of the contract. A fully executed contract will be sent to you once completed.

Sincerely,

Steven F. Montemayor, PE
Town of Jupiter
Senior Utilities Engineer

NOTICE OF AWARD

DATE:

TO:

ATT:

Contract: Surveying and Mapping Services Contract (WS2520)
 Town of Jupiter Utilities
 Jupiter, FL

This is to advise you that on [INSERT DATE], the Jupiter Town Council approved award of the above referenced contract to your firm as a result of your Proposal dated [INSERT DATE], for the Basis of Compensation identified in Exhibit C of the Agreement.

Enclosed is a fully executed Agreement/Contract for your files. The commencement date of this Contract, as noted in the Agreement, is _____. The contract completion date is _____ (3 years from commencement date).

Your attention is invited to the provision whereby you shall start to perform your obligations under this Contract on the Commencement date, which shall begin the Contract Time. Town of Jupiter Utilities will monitor the progress of the work and conformance with the Contract.

We look forward to working with your firm.

Sincerely,

Steven F. Montemayor, PE
Town of Jupiter
Senior Utilities Engineer

CONTRACT/AGREEMENT

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

Surveying and Mapping Services Contract Contract No. WS2520

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 _____ [insert state] _____ corporation, _____ FEIN _____ (FEIN number) hereinafter designated as "the CONSULTANT".

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 CONSULTANT to provide surveying and mapping services for various Town Departments; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional surveying and mapping services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional surveying and mapping services to the TOWN in the most efficient manner; and

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

WHEREAS, the TOWN has budgeted funds in its fiscal year operating budgets and through the adoption of the Utilities five-year Community Investment Program which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed scope of work and fee for each project to be performed under this Contract for the TOWN's approval and issuance of Work Order prior to commencement of work for each Work Order; and

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

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services in accordance with the Statement of Work as provided in Exhibit A. Services performed under this Contract relate to professional surveying and mapping services on an as needed basis for various design and construction projects, including professional services needed to plan and/or implement the Town's maintenance programs, Community Investment Program, property conveyance documents, plat reviews, etc. for various Town of Jupiter Departments including, but not limited to, Utilities, Planning & Zoning, and Engineering & Public Works Departments. Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other engineers or engineering firms for the same or any other scope of services as deemed necessary by the TOWN.
- 1.2 The TOWN shall not reimburse CONSULTANT for any additional costs incurred as a direct or indirect result of CONSULTANT providing services to the TOWN pursuant to the CONTRACT, or for any amounts not identified in the written work order proposals or work order amendments issued by the TOWN.
- 1.3 CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after termination of this CONTRACT. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.
- 1.4 The CONSULTANT shall obtain the prior written approval of the TOWN before directing any of the TOWN's other consultants to perform services or work which could extend a project's schedule or increase the construction cost or to perform additional services.
- 1.5 The CONSULTANT agrees that the subconsultants identified in the "Project Organization Chart," attached hereto as Exhibit B, and made a part of this CONTRACT, shall provide services under this CONTRACT. CONSULTANT understands that changes to or addition of subconsultants anytime during the process, and after award, will not be authorized unless specifically approved in writing by the TOWN.
- 1.6 The CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.
- 1.7 CONSULTANT shall review laws, codes, and regulations applicable to the its services and ensure its work complies with requirements imposed by governmental authorities. CONSULTANT shall immediately notify TOWN in writing of any and all instances of regulatory violations that are discovered by CONSULTANT during this engagement.

2. TERM

- 2.1 The term of this CONTRACT is for three (3) consecutive years and shall commence on the execution date of this CONTRACT. The period of performance of any work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties. This CONTRACT may be renewed at the end of the three (3) year term for one successive three (3) year term by mutual agreement in writing, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (TOWN and CONSULTANT). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent

upon satisfactory performance evaluations by the TOWN and subject to the availability of fiscal year funding approved by the Jupiter Town Council. If the CONSULTANT intends to not renew this CONTRACT for the next renewal period, they must provide the TOWN with a 120-day notice prior to CONTRACT expiration.

- 2.2 CONSULTANT may request an annual adjustment to the negotiated fees included in Exhibit C with a minimum of ninety (90) days' advance written notice to the TOWN for consideration and provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation. The annual fee adjustment shall be the lesser of the annual percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published as of January 30th by the U.S. Department of Labor Bureau of Labor Statistics or five percent (5%). Any approval of fee adjustments will be in writing by Amendment to the CONTRACT and subject to the same terms and conditions set forth in the initial CONTRACT and any other written amendments signed by both parties (TOWN and CONSULTANT), that may exist at the time of the requested fee increase. The TOWN reserves the right to approve or deny (for any reason) any requests for adjustments to the agreed upon fee schedule attached as Exhibit C.
- 2.3 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care, and the orderly progress of the Statement of Work.
- 2.4 The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.
- 2.5 Specific work assignments will be initiated as directed by the TOWN and shall be set forth in individual Work Orders. All Work Orders shall be executed by the CONSULTANT on behalf of the TOWN. The Work Orders shall describe the specific scope of work to be performed, CONSULTANT'S fee and the schedule for completion of the Work Order.
- 2.6 CONSULTANT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform the work pursuant to the CONTRACT, and that it will at all times conduct its business activities in a reputable manner.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT either a uniform rate based on the fee schedule or on a time and material basis; both types will contain a mutually agreed upon maximum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using both the Basis for Compensation and the CONSULTANT'S Fee Schedule, attached hereto as Exhibit C. CONSULTANT shall include an outline of estimated subconsultant direct costs and travel expenses in such cost proposals.
- 3.2. The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.
- 3.3. CONSULTANT agrees that the Basis for Compensation and the CONSULTANT'S Fee Schedule, both included as Exhibit C, shall remain in effect for a period of three (3) years from the date of CONTRACT execution. However, CONSULTANT may request an annual adjustment to the negotiated fees as provided in Section 2.2.

- 3.4. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT 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 CONSULTANT 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.
- 3.5. All work compensated for under this CONTRACT, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this CONTRACT shall include but not be limited to sketches, tracings, surveys, drawings, computations, details, design calculations, plans, electronic files and other related documents. CONSULTANT grants to the TOWN a nonexclusive license to reproduce the CONSULTANT'S instruments of service for purposes of constructing, using, maintaining, altering and adding to any project. The TOWN shall be permitted to use CONSULTANT'S drawings, specifications, and other documents for purposes of constructing, using, maintaining, altering and adding to any project notwithstanding anything to the contrary in this CONTRACT or any claim by the CONSULTANT. The CONSULTANT shall deliver to Town for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TOWN pursuant to this CONTRACT. The Parties recognize and affirm that, in the event of a breach by the CONSULTANT of any of the provisions of this Section 3.5, money damages would be inadequate and the TOWN would not have any adequate remedy at law. Accordingly, the Parties agree that the TOWN shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the CONSULTANT'S obligations under this Section 3.5 by an action or actions for specific performance, injunction and/or other equitable relief against the CONSULTANT without posting any bond or security to enforce or prevent any violations, whether anticipatory, continuing or future, of the provisions of this Section 3.5.
- 3.6. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under this CONTRACT. The TOWN reserves the right to issue Work Orders as and when required for proposed work for any or all items or any combination thereof noted in Exhibit A – Statement of Work. Work under this CONTRACT is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the initial contract term and subsequent renewal(s) are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

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**Anticipated Estimated Funding
Town of Jupiter Utilities
Surveying and Mapping Services Contract (WS2520)**

Year	Project Description	Estimated Value
Initial Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
	Initial Term Estimated Total Contract	\$600,000
Renewal Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
	Renewal Term Estimated Total Contract	\$600,000

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. CONSULTANT shall file a W9 Taxpayer Identification Form with the Town. This form must be submitted and received by the Town's Finance Department before payment to a successful Proposer will be authorized for any work orders received.
- 5.2. The CONSULTANT'S invoices shall be submitted on a monthly basis and be accompanied by a description of the work product for which payment is being requested. All monthly invoices shall reference the Contract Number WS2520 and the TOWN'S Work Order Name and Number, and Purchase Order Number. Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. At a minimum, each work order invoice shall include the Contract Number, WS2520, project name, TOWN work order name and number, Town purchase order number, total work order amount, previously paid, current billing and amount remaining. Invoices shall be sent to the appropriate TOWN project manager in their respective department: Utilities, Engineering & Public Works or other Department(s) from which work was assigned.
- 5.3. The TOWN shall pay the full undisputed 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 CONSULTANT has performed the work satisfactorily according to the terms and conditions of this CONTRACT. The TOWN shall be permitted to deduct from the CONSULTANT's compensation amounts incurred or costs incurred by the TOWN as a result of CONSULTANT's violation of this CONTRACT or for damages associated with CONSULTANT's negligent performance of its services.
- 5.4. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the CONSULTANT, the TOWN shall require the CONSULTANT to reevaluate the invoice and resubmit to the TOWN for approval. Upon a successful reconciliation the TOWN shall pay the invoice within 30 days. Nothing in this CONTRACT requires the TOWN to make payments on disputed amounts.

6. INDEMNIFICATION; WAIVER OF CONSEQUENTIAL DAMAGES; 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 CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees (collectively "Indemnitees"), harmless from damages, losses, liabilities, and costs, including but not limited to reasonable attorney's fees, to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct, or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees with the terms of this CONTRACT. This indemnification is separate and apart from, and in no way limited by any insurance provided or required under this CONTRACT or otherwise.

- 6.2. The CONSULTANT 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 CONSULTANT.
- 6.3. The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance at the time the CONSULTANT signs the CONTRACT. The CONSULTANT 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.
- 6.4. CONSULTANT and its insurance carriers waive, release, and shall not exercise any right of recovery or subrogation for any claim, damage, or loss covered or insured by any insurance policy required to be carried by CONSULTANT under this CONTRACT, that the CONSULTANT or its insurers may have at any time against the Indemnitees (defined above), arising out of or related to this CONTRACT. The policies of insurance purchased and maintained by CONSULTANT shall not prohibit this waiver of subrogation. The CONSULTANT shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver. This waiver of subrogation shall be effective (1) even though CONSULTANT would otherwise have a duty of indemnification, contractual or otherwise, (2) even though CONSULTANT did not pay the insurance premium directly or indirectly, or (3) whether or not CONSULTANT had an insurable interest in the damaged property.
- 6.5. CONSULTANT shall not be entitled to an increase in the agreed to sum or payments or compensation of any kind from the TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption or hindrance. CONSULTANT waives claims against the TOWN for consequential damages arising out of or relating to this CONTRACT including, but not limited to, damages incurred by the CONSULTANT for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. CONSULTANT'S waiver is applicable, without limitation, to all such consequential damages arising out of a termination of this CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. This CONTRACT may be terminated, in whole or in part, by the TOWN at any time and for any reason (with or without cause and for convenience). Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Notwithstanding the TOWN's right to cancel the CONTRACT at any time for any reason, in the event the CONSULTANT fails to comply with the CONTRACT, the TOWN shall endeavor to provide written notice of any deficiency to the CONSULTANT. If a ten-day deficiency notice is delivered by the Town to the CONSULTANT, the CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT 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 CONSULTANT 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. After receipt of a termination notice and except as otherwise directed by the TOWN, the CONSULTANT shall: (a) stop work on the date and to the extent specified, (b) terminate and settle all orders relating to the performance of the terminated work, (c) transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN, (d) continue and complete all parts of the work that have not been terminated, if applicable.

- 7.3. In the event of termination, the TOWN shall compensate the CONSULTANT (as its sole and exclusive remedy) 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 CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT. After any termination of the CONTRACT (i.e., termination with or without cause), the CONSULTANT shall not be entitled to any amount for the CONSULTANT's anticipated profit, or unearned profit, on the value of the services not performed by the CONSULTANT. In the event of any termination of the CONTRACT, and subject to CONSULTANT's compensation for work performed through the date of termination, CONSULTANT shall refund any retainer funds to the TOWN.
- 7.4. CONSULTANT shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work of the CONTRACT that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.5. TOWN'S Public Relations Image – CONSULTANT'S personnel shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN'S relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.6. For any action brought to enforce or interpret this CONTRACT, in any venue or jurisdiction (i.e., circuit/county court or arbitration), the prevailing party shall be entitled to recover a reasonable attorney's fee and costs, including but not limited to appellate fees and fees incurred with determining entitlement and reasonableness of attorney's fees and costs.
- 7.7. In the event a dispute arises which both parties cannot resolve between themselves, the parties may, but shall not be obligated to, 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 CONSULTANT, its employees, subconsultants or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes and has no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.

- 8.2. The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subconsultants 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 CONSULTANT 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 CONSULTANT for any work or materials furnished.
- 8.3. The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT 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 CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, 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 CONSULTANT 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 CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2. The CONSULTANT 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 CONSULTANT 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 CONSULTANT acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all record maintained by CONSULTANT 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 CONSULTANT of the request, and the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

- 10.5. The TOWN has not performed a pre-audit of the CONSULTANTS' 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 CONSULTANT 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 CONSULTANT'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, 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 CONSULTANT 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.
- 10.7. The CONSULTANT 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.
- 11.2. 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 CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.

- 11.3. 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 in and for Palm Beach County, Florida for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT, THE WORK, THE PROJECT, OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHTS, BENEFITS, PRIVILEGES OR LIABILITY OF A PARTY. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE CONTRACT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS HERETO.
- 11.4. 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.
- 11.5. 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. Other than as provided by Florida law, nothing contained herein shall constitute a waiver of the TOWN's sovereign immunity.
- 11.6. 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.
- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties in accordance with the terms contained herein.
- 11.8. 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 CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN 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. This CONTRACT is the joint product of the respective parties and may not be more strictly construed against any party.
- 11.9. 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 CONSULTANT and its subcontractors and lower

tier subcontractors. The CONSULTANT understands and agrees that in addition to other remedies and consequences provided by law, the failure of the CONSULTANT 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 TOWN 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.

- 11.10. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The CONSULTANT acknowledges its legal obligation to comply with § 448.095, Florida Statutes.

11.10(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, CONSULTANT shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

11.10(b) Subcontractors -

- (i) CONSULTANT shall also require all subcontractors performing work under this CONTRACT to use the E-Verify system for any employees they may hire during the term of this CONTRACT.
- (ii) CONSULTANT 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.
- (iii) CONSULTANT shall provide a copy of all subcontractor affidavits to the TOWN upon receipt and shall maintain a copy for the duration of the CONTRACT.

11.10(c) CONSULTANT must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the CONSULTANT 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.

11.10(d) Failure to comply with this provision is a material breach of the CONTRACT, and shall result in the immediate termination of the CONTRACT without penalty to the TOWN. CONSULTANT shall be liable for all costs incurred by the TOWN to secure a replacement CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

12. CONFLICTS

12.1. The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides surveying and mapping services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT 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 CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT 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 CONSULTANT'S representation.

12.2. CONSULTANT represents that it 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, CONSULTANT further represents that no person having any interest shall be employed for said performance. CONSULTANT 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 CONSULTANT may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the TOWN shall so state in the notification and CONSULTANT 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 CONSULTANT under the terms of this CONTRACT.

13. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 13.1. Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 13.2. The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONSULTANT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 13.3. The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

14. SCRUTINIZED COMPANIES LIST

- 14.1. Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an agreement with a CONSULTANT that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 14.2. The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 14.3. The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

15. DOCUMENTS COMPRISING CONTRACT

- 15.1. The Contract Documents shall include this CONTRACT, including all Exhibits attached hereto, as well as the following documents, which are incorporated herein by reference.
- a. Town of Jupiter's Request for Proposals (RFP) and all of its addenda and exhibits which are part of the RFP set forth above.
 - b. Contractor's Proposal and all included documents as a response to the TOWN'S RFP
 - c. Contractor's Certificate of Insurance

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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

[INSERT VENDOR NAME]
[INSERT VENDOR ADDRESS]
[INSERT VENDOR ADDRESS 2]

[NAME, TITLE]

(CORPORATE SEAL)

ATTEST

PRINT NAME AND POSITION

EXHIBIT A – STATEMENT OF WORK

I. INTRODUCTION

- A. With this Request for Proposals (RFP), the Town of Jupiter is soliciting proposals from Professional Surveying and Mapping firms (i.e., consultant(s)) with qualified, staff to provide land surveying, mapping, plat review and other related miscellaneous services. All work shall be performed under the direction of a Professional Surveyor and Mapper registered under the State of Florida Department of Agriculture & Consumer Services in accordance with Chapter 472, Florida Statutes, Land Surveying and Mapping including Chapter 5J-17, Florida Administrative Code for Standards of Practice and Minimum Technical Standards.

The Town will select up to three (3) qualified, surveying and mapping firm(s) who demonstrate relevant experience and specialize in providing the scope services described in Section 2.2. Selected firm(s) will be required to negotiate a contract which is subject to the approval of the Jupiter Town Council. The selected firm(s) shall remain available to the Town on a continuing, non-exclusive basis, as needed, for multiple departments within the Town of Jupiter for an initial contract term of three (3) years with the option to renew, by mutual agreement, for one (1) additional 3-year term, up to a cumulative total of six (6) years.

II. SCOPE OF SERVICES

- A. The selected firm(s) will provide a full range of Professional land surveying and mapping services for the Town including, but not be limited to, all those types of surveys depicted in the Florida Administrative Code Rule 61G17-6 including preparation of the following:
- Boundary Survey
 - Site Survey
 - Topographic Survey
 - Bathymetric Survey
 - Construction Layout Survey
 - Form Board Survey
 - As-Built Survey
 - Locate and stake Right-of-Way easement and property boundaries and corners
 - Install/Reinstall monuments, bench marks and similar
 - When requested, coordinate utility markings via 811 and locate on surveys provided above
- B. In addition to preparation of that mentioned above, the Professional Surveyor and Mapper shall provide the following services (or other similar services) as requested:
- As-Built Drawings in ACAD which will be reviewed and approved by the Town
 - Easement Sketch and Legal Descriptions
 - Property Sketch and Legal Descriptions
 - Legal “metes and bounds” Boundary Descriptions
 - Title Searches on Public and Private Property
 - Flood Elevation Certificate
 - Property or Easement Conveyance documents
 - Expert Witness
 - Provide survey to scale, orientation and legibility on Town prepared ACAD base drawing(s)
 - Historic Research including Right-of-Way, easement, platted lands, government lot lines, land ownership, property line disputes, etc., including preparation of reports as necessary
 - Perform review and provide comments on Land Subdivision Plats in accordance with F.S. Ch. 177
 - Confirm Sketches and Legal Descriptions

- C. All work to be performed under this Contract will be located within the established service area of the Town's water and storm water utilities, which includes the incorporated limits of the Town of Jupiter, Juno Beach and select, unincorporated areas within Martin and Palm Beach Counties.

No guarantee is expressed or implied as to the total quantity of professional services to be purchased under this Contract. The Town reserves the right to authorize any or all work items or any combination thereof as necessary to accomplish individual projects, investigations, reviews, etc. during the Contract term(s). Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated to be available for the initial contract term and subsequent renewal are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

**Anticipated Estimated Funding
Town of Jupiter Surveying and Mapping Services Contract (WS2520)**

Year	Project Description	Estimated Value
Initial Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
	Initial Term Estimated Total Contract	\$600,000
Renewal Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
	Renewal Term Estimated Total Contract	\$600,000

III. SURVEY FORMAT

- A. All surveys shall be provided in three (3) formats: electronically signed and sealed PDF's, Autodesk ACAD version 2018 or higher, and signed and sealed hard copies, if outlined in the proposal.
- B. Unless otherwise instructed, horizontal and vertical control shall be as follow:
- Horizontal GPS Coordinates shall be in NAD83_Florida_East_ftUS map projection
 - Vertical Datum shall be North American Vertical Datum of 1988 (NAVD88) w/ conversion to N.G.V.D.29

IV. RESPONSIBILITIES OF SELECTED CONSULTANT(S)

REQUESTS FOR PROPOSAL

The selected consultant(s) for which a contract has been successfully negotiated and approved by the Jupiter's Town Council will be required to be available as needed and on a continuing basis. The Town will initiate a request for a project-specific proposal to the selected consultant(s) on non-exclusive and rotational basis in accordance with their qualifications and specific area(s) of expertise. Each consultant shall be responsive to the Town's request, and be capable of reviewing relevant, existing information, including drawings, studies, regulations, etc., and conducting staff interviews and/or field investigations, as needed, to prepare a detailed scope of work, fee, and schedule for Town review.

At a minimum, each proposal shall include enough detail to show the quantity and type(s) of services anticipated for the work order, which may include: meetings, data review, site investigations, surveying, ACAD drafting, and preparation of record drawings; property ownership, encumbrances, conveyance, and other types of documents; preparation and surveying of construction related surveys such as construction layout and form board; and other related services and/or deliverables outlined in the scope of work, where appropriate, to provide the project-specific surveying and mapping services to support various Town departments. Consultants shall establish a total fee for the proposal based on the approved negotiated rates of the Contract specifying whether costs are to be billed as a lump sum or not-to-exceed basis. Proposals shall clearly identify the fee for each task and total fee for the proposal based on negotiated Contract rates with multiplier, broken down by level/position and total hours to complete each task in a proposal. The Town will review the proposal and provide comments, as appropriate, to finalize the scope of work and fee.

WORK AUTHORIZATION AND NOTICE TO PROCEED

Upon acceptance, the Town will appropriate funds to a purchase order to accomplish the approved tasks, and will authorize the consultant to commence the requested services through issuance of a memorandum, which will include a copy of the consultant's approved proposal and Town's purchase order. Memorandums will be sequentially numbered and named, and the consultant will be required to establish a project account for each separate and specific work order with the associated Town of Jupiter job number and name. Upon receipt of the Town's work authorization memo, consultant(s) may proceed with providing the surveying and/or mapping services to the Town for the project in accordance with the schedule included in the Consultant's proposal.

Timely notification shall be provided to the Town should the consultant incur unanticipated or unforeseen additional costs outside the original scope of work in order to evaluate the need for an amendment to the original proposal and work authorization. Amendments will also be approved in writing through issuance of a work authorization memo with a copy of the revised, approved proposal and purchase order.

REPORTING AND DELIVERABLES

Work authorizations shall require or provide that deliverables be submitted to the Town in an electronic format, and in accordance with the content and schedule outlined in the Consultant's proposal. Some deliverables may be required in hard copy, such as planning, permit and building department submissions and will be required to be submitted in the size and number of copies as outlined in the Consultant's proposal. The Town will review submitted deliverables, return with comments or approve as submitted. Deliverables shall be organized,

professionally prepared, tabulate results, where applicable, offer written narrative where appropriate. Surveys and reports requiring review and approval by a licensed professional surveyor and mapper shall be signed and sealed consistent with State of Florida requirements. Reports and miscellaneous documents that include information obtained from research and prepared by other licensed professionals, subconsultants, shall be signed and if necessary attested and/or sealed in accordance with state law and included in the associated reports or documents.

INVOICES

Invoices shall be submitted to the Town in an electronic format and separately for each work authorization, which includes the following information

- Town work order number and project name
- Town purchase order number
- Consultant's federal identification number
- Total work order amount, previously paid, current billing and amount remaining.

Consultant(s) shall invoice for work completed and in accordance with the approved scope of work and fees detailed in the prior, approved proposal (or amended proposal thereafter). Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. Work tasks that include associated deliverables should be submitted to the Town for review and acceptance prior to invoicing for the associated item. Consultant(s) should be prepared to include a brief memorandum that accompanies invoices describing the work completed for the period.

The Consultant(s) understands that time is of the essence especially as it relates to work / services provided under this contract. Consultant(s) will be responsive to the Town's requests for support under the Contract, returning phone calls and emails, providing proposals, reports and deliverables, and submitting invoices in a timely manner.

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EXHIBIT B – ORGANIZATIONAL CHART

Vendor supplied organizational chart will be inserted upon contract execution.

[Insert Vendor Supplied Organizational Chart]

EXHIBIT C – BASIS OF COMPENSATION AND FEE SCHEDULE

Vendor's Basis of Compensation and Fee Schedule will be inserted upon contract execution.

[Insert Vendor Basis of Compensation and Fee Schedule]

EXHIBIT D – INSURANCE REQUIREMENTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the Proposer 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 Proposer and all subcontractors.

COMMERCIAL GENERAL LIABILITY - with the minimum limits of \$1,000,000 Per Occurrence/\$2,000,000 General Aggregate, 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.

BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000, 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.

PROFESSIONAL LIABILITY with minimum limits of \$1,000,000 Per Occurrence/\$2,000,000 Aggregate.

The Town 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 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 successful Proposer(s) to ensure that all sub-consultant(s) are adequately insured or covered under their policies.

All Certificates of Insurance shall be kept on file with the Town, and approved by the Town prior to the commencement of any work activities. The Town may at its discretion, require the successful Proposer(s) to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Commercial General Liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above-described insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the Town is named as an additional named insured shall not apply to Town.

Violation of the terms of this Section and its sub-parts shall constitute a material breach of the Contract by the successful Proposer(s), and the Town, at its sole discretion, may cancel the Contract and all rights, title and interest of the successful Proposer(s) shall thereupon cease and terminate.

The Proposer shall agree, by entering into this RFP, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Proposer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The Waiver

of Subrogation provision will not be enforceable if a policy explicitly forbids this endorsement or cancels coverage when entering into such an agreement before a loss occurs.

The Town, by and through its Clerk's Office, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this contract. The Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the contract, the successful Proposer shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with all of the insurance requirements.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Clerk's Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30-day notice for cancellation, non-renewal, or modifications.

The successful Proposer's liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Proposer shall indemnify, save, hold harmless and defend the Town of Jupiter and any other Named Insured person(s) or entity(s), their respective officers, agents, and employees, from damages, losses, liabilities, costs, claims, suits, actions, expenditures, or causes of action of any kind arising from the services authorized in this contract and to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees in connection with this CONTRACT resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Proposer shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the Town and the Named Insured under the hold harmless agreement from any and all claims arising out of the operations authorized by this contract.

Insurance coverage required by this Request for Proposals shall be in force throughout the Contract term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the contract, the Town shall have the right to consider the contract breached and shall have the right to immediately terminate the contract.

[Attach Copy of Consultant's Certificate of Insurance]

PART IV – EVALUATION OF PROPOSALS

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:

ITEM	CRITERION	POINTS
A	Qualifications of Firm and Core Team: Qualifications of Firm and Core Team including subconsultant(s), if applicable, with similar work.	15
B	Experience of Firm and Core Team: Experience of Firm and Core Team including subconsultant(s), if applicable, with similar contracts.	20
C	Project Approach: Proposed process to be utilized for implementation and execution of various perceived tasks envisioned including quality assurance and quality control program.	15
D	Communication of Core Team: Approach to maintaining good communication with Town staff, location of Core Team office, approach for responsiveness.	15
E	Current Capacity and Scheduling: Approach to being responsive to work requests and meeting the Town’s project schedule requirements, and projected workload of the Core Team.	15
F	Reporting and Invoicing: Approach, format, clarity, timeliness, accuracy of reporting, budget oversight and invoicing.	10
G	Completeness of Proposal: Information provided as described by Part III, 3.2 G.	10
Total Maximum Points		100



UTILITIES

REQUEST FOR PROPOSALS SURVEYING AND MAPPING SERVICES CONTRACT (WS2520)

SELECTION COMMITTEE PUBLIC MEETING MINUTES April 1, 2025 at 1:00pm

LOCATION:

Utilities Administration Conference Room
Jupiter Water Treatment Plant
17403 Central Boulevard, Jupiter, FL 33458

SELECTION COMMITTEE MEMBERS:

Steven Montemayor, Senior Utilities Engineer (Committee Chair)
Amanda Barnes, Director of Utilities
Rebecca Wilder, Assistant Director of Utilities
~~Doug Koennicke, Town Engineer Absent due to emergency~~

OTHER ATTENDEES:

See attached sign-in sheet for list of attendees.

DISCUSSION

- I. The Selection Committee Meeting convened at 1:00pm. Actual time convened 1:01pm.
- II. The Committee Chair introduced the committee and requested any other attendees to introduce themselves.
- III. The Chair stated that Selection Committee members were instructed to use the criteria noted in the Request for Proposals (RFP WS2520) to rank the proposals.
- IV. The Committee discussed their scoring.
- V. The Chair asked if all scoring is complete. Each Committee member signed their sheets and assigned rankings where firms with the highest score received a ranking of 1, and remaining proposals ranked sequentially in accordance with total point score. If a Committee member's score resulted in tie between two firms then they were assigned the same ranking, next sequential number skipped and subsequent firm assigned the next numerical value. For example Firms A, B and C had scores of 90, 90 and 87, Firms A and B ranked 1 and Firm C ranked 3. Committee members turned in their score sheets.
- VI. The Committee discussed their scoring amongst the fifteen (15) proposals received for the RFP.

- VII. The Chair organized score sheets for each professional organization from each Committee member and the Assistant Director of Utilities proceeded to enter in the scores and ranking into the electronic Excel spreadsheet displayed for the meeting attendees.
- VIII. Once the Selection Committee rankings were summed up, the three lowest combined rankings were deemed the most qualified surveying and mapping firms to provide services to the Town of Jupiter. The top organizations were announced.
- IX. In the event a Contract is not executed, the top three organizations with the lowest combined ranking will be short listed in order of the combined ranking and the Town will have the right to move on to the next most qualified organization.
- X. The Selection Committee Meeting adjourned. Time meeting adjourned 1:25

c: WS2520 Selection Committee Meeting File
Meeting Attendees

TOWN OF JUPITER UTILITIES

REQUEST FOR PROPOSALS SURVEYING AND MAPPING SERVICES CONTRACT (WS2520)

SELECTION COMMITTEE MEETING SIGN-IN SHEET

April 1, 2025 at 1:00pm

	Name	Agency	Phone Number	Email Address
1	Steven Montemayor	Town of Jupiter	561-741-2710	stevenm@jupiter.fl.us
2	Rebecca Wilder	Town of Jupiter	561-741-2635	rebeccaw@jupiter.fl.us
3	Amanda Barnes	Town of Jupiter	561-741-2537	amandab@jupiter.fl.us
4	Doug Koennicke	Town of Jupiter	561-741-2258	dougk@jupiter.fl.us
5	Kelly Stout	DRMP, Inc.	954-551-6899	kstout@dmp.com
6	Adam Regling	SurvTech Solutions	352-281-8892	aregling@survtechsolutions.com
7	Tim Whitaker	NORTHSTAR	561-801-5365	tim.whitaker@cypressgeospatial.com
8	Jim Sullivan	BGE	561-252-3241	JSULLIVAN@BGEINC.COM
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REQUEST FOR PROPOSALS
SURVEYING AND MAPPING SERVICES (WS2520)
Summary of Evaluation Results

RESPONDENT	Senior Utilities Engineer		Director		Asst. Director		Town Engineer		SUM	
	Score	Rank	Score	Rank	Score	Rank	Score	Rank	Score	Rank
Betsy Lindsay (a Division of Haley Ward, Inc.)	92	2	93	3	92	1	92	3	369	9
Engenuity Group, Inc.	96	1	91	5	85	3	92	3	364	12
Zeman Consulting Group (ZCG)	90	3	94	1	90	2	87	11	361	17
NorthStar Geomatics, Inc.	86	4	92	4	80	5	91	5	349	18
CTS Engineering, Inc.	85	5	85	10	78	7	93	2	341	24
BGE, Inc.	84	8	94	1	79	6	88	9	345	24
CivilSurv Design Group, Inc.	81	9	89	6	66	14	94	1	330	30
DRMP, Inc.	85	5	88	7	73	10	88	9	334	31
Caulfield & Wheeler, Inc.	85	5	85	10	69	13	90	7	329	35
SurvTech Solutions, Inc.	80	10	87	9	76	8	89	8	332	35
Atwell, LLC	75	13	88	7	74	9	84	12	321	41
Avirom	79	12	84	12	81	4	74	15	318	43
Craig A. Smith & Associates	80	10	84	12	73	10	84	12	321	44
GCY, Inc.	69	14	80	14	63	15	91	5	303	48
The Fishel Company (dba Team Fishel)	62	15	77	15	70	12	77	14	286	56

SUMMARY		
Rank	Respondent	Sum. Rank
1	Betsy Lindsay (a Division of Haley Ward, Inc.)	9
2	Engenuity Group, Inc.	12
3	Zeman Consulting Group (ZCG)	17
4	NorthStar Geomatics, Inc.	18
5	CTS Engineering, Inc.	24
6	BGE, Inc.	24
7	CivilSurv Design Group, Inc.	30
8	DRMP, Inc.	31
9	Caulfield & Wheeler, Inc.	35
10	SurvTech Solutions, Inc.	35
11	Atwell, LLC	41
12	Avirom	43
13	Craig A. Smith & Associates	44
14	GCY, Inc.	48
15	The Fishel Company (dba Team Fishel)	56

CONTRACT/AGREEMENT

**CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND BETSY LINDSAY, A DIVISION OF HALEY WARD, INC.**

**SURVEYING AND MAPPING SERVICES CONTRACT
Contract No. WS2520A**

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 Betsy Lindsay, a division of Haley Ward, Inc., 7997 SW Jack James Drive, Stuart, FL 34997, a State of Florida corporation, 01-0360334 (FEIN number) hereinafter designated as "the CONSULTANT".

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 CONSULTANT to provide surveying and mapping services for various Town Departments; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional surveying and mapping services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional surveying and mapping services to the TOWN in the most efficient manner; and

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

WHEREAS, the TOWN has budgeted funds in its fiscal year operating budgets and through the adoption of the Utilities five-year Community Investment Program which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed scope of work and fee for each project to be performed under this Contract for the TOWN's approval and issuance of Work Order prior to commencement of work for each Work Order; and

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

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services in accordance with the Statement of Work as provided in Exhibit A. Services performed under this Contract relate to professional surveying and mapping services on an as needed basis for various design and construction projects, including professional services needed to plan and/or implement the Town's maintenance programs, Community Investment Program, property conveyance documents, plat reviews, etc. for various Town of Jupiter Departments including, but not limited to, Utilities, Planning & Zoning, and Engineering & Public Works Departments. Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other engineers or engineering firms for the same or any other scope of services as deemed necessary by the TOWN.
- 1.2 The TOWN shall not reimburse CONSULTANT for any additional costs incurred as a direct or indirect result of CONSULTANT providing services to the TOWN pursuant to the CONTRACT, or for any amounts not identified in the written work order proposals or work order amendments issued by the TOWN.
- 1.3 CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after termination of this CONTRACT. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.
- 1.4 The CONSULTANT shall obtain the prior written approval of the TOWN before directing any of the TOWN's other consultants to perform services or work which could extend a project's schedule or increase the construction cost or to perform additional services.
- 1.5 The CONSULTANT agrees that the subconsultants identified in the "Project Organization Chart," attached hereto as Exhibit B, and made a part of this CONTRACT, shall provide services under this CONTRACT. CONSULTANT understands that changes to or addition of subconsultants anytime during the process, and after award, will not be authorized unless specifically approved in writing by the TOWN.
- 1.6 The CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.
- 1.7 CONSULTANT shall review laws, codes, and regulations applicable to the its services and ensure its work complies with requirements imposed by governmental authorities. CONSULTANT shall immediately notify TOWN in writing of any and all instances of regulatory violations that are discovered by CONSULTANT during this engagement.

2. TERM

- 2.1 The term of this CONTRACT is for three (3) consecutive years and shall commence on the execution date of this CONTRACT. The period of performance of any work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties. This CONTRACT may be renewed at the

end of the three (3) year term for one successive three (3) year term by mutual agreement in writing, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (TOWN and CONSULTANT). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the TOWN and subject to the availability of fiscal year funding approved by the Jupiter Town Council. If the CONSULTANT intends to not renew this CONTRACT for the next renewal period, they must provide the TOWN with a 120-day notice prior to CONTRACT expiration.

- 2.2 CONSULTANT may request an annual adjustment to the negotiated fees included in Exhibit C with a minimum of ninety (90) days' advance written notice to the TOWN for consideration and provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation. The annual fee adjustment shall be the lesser of the annual percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published as of January 30th by the U.S. Department of Labor Bureau of Labor Statistics or five percent (5%). Any approval of fee adjustments will be in writing by Amendment to the CONTRACT and subject to the same terms and conditions set forth in the initial CONTRACT and any other written amendments signed by both parties (TOWN and CONSULTANT), that may exist at the time of the requested fee increase. The TOWN reserves the right to approve or deny (for any reason) any requests for adjustments to the agreed upon fee schedule attached as Exhibit C.
- 2.3 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care, and the orderly progress of the Statement of Work.
- 2.4 The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.
- 2.5 Specific work assignments will be initiated as directed by the TOWN and shall be set forth in individual Work Orders. All Work Orders shall be executed by the CONSULTANT on behalf of the TOWN. The Work Orders shall describe the specific scope of work to be performed, CONSULTANT'S fee and the schedule for completion of the Work Order.
- 2.6 CONSULTANT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform the work pursuant to the CONTRACT, and that it will at all times conduct its business activities in a reputable manner.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT either a uniform rate based on the fee schedule or on a time and material basis; both types will contain a mutually agreed upon maximum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using both the Basis for Compensation and the CONSULTANT'S Fee Schedule, attached hereto as Exhibit C. CONSULTANT shall include an outline of estimated subconsultant direct costs and travel expenses in such cost proposals.

- 3.2. The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.
- 3.3. CONSULTANT agrees that the Basis for Compensation and the CONSULTANT'S Fee Schedule, both included as Exhibit C, shall remain in effect for a period of three (3) years from the date of CONTRACT execution. However, CONSULTANT may request an annual adjustment to the negotiated fees as provided in Section 2.2.
- 3.4. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT 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 CONSULTANT 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.
- 3.5. All work compensated for under this CONTRACT, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this CONTRACT shall include but not be limited to sketches, tracings, surveys, drawings, computations, details, design calculations, plans, electronic files and other related documents. CONSULTANT grants to the TOWN a nonexclusive license to reproduce the CONSULTANT'S instruments of service for purposes of constructing, using, maintaining, altering and adding to any project. The TOWN shall be permitted to use CONSULTANT'S drawings, specifications, and other documents for purposes of constructing, using, maintaining, altering and adding to any project notwithstanding anything to the contrary in this CONTRACT or any claim by the CONSULTANT. The CONSULTANT shall deliver to Town for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TOWN pursuant to this CONTRACT. The Parties recognize and affirm that, in the event of a breach by the CONSULTANT of any of the provisions of this Section 3.5, money damages would be inadequate and the TOWN would not have any adequate remedy at law. Accordingly, the Parties agree that the TOWN shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the CONSULTANT'S obligations under this Section 3.5 by an action or actions for specific performance, injunction and/or other equitable relief against the CONSULTANT without posting any bond or security to enforce or prevent any violations, whether anticipatory, continuing or future, of the provisions of this Section 3.5.
- 3.6. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under this CONTRACT. The TOWN reserves the right to issue Work Orders as and when required for proposed work for any or all items or any combination thereof noted in Exhibit A – Statement of Work. Work under this CONTRACT is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the initial contract term and subsequent renewal(s) are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

**Anticipated Estimated Funding
Town of Jupiter Utilities
Surveying and Mapping Services Contract (WS2520)**

Year	Project Description	Estimated Value
Initial Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
Initial Term Estimated Total Contract		\$600,000
Renewal Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
Renewal Term Estimated Total Contract		\$600,000

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. CONSULTANT shall file a W9 Taxpayer Identification Form with the Town. This form must be submitted and received by the Town's Finance Department before payment will be authorized for any work orders received.
- 5.2. The CONSULTANT'S invoices shall be submitted on a monthly basis and be accompanied by a description of the work product for which payment is being requested. All monthly invoices shall reference the Contract Number WS2520 and the TOWN'S Work Order Name and Number, and Purchase Order Number. Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. At a minimum, each work order invoice shall include the Contract Number, WS2520, project name, TOWN work order name and number, Town purchase order number, total work order amount, previously paid, current billing and amount remaining. Invoices shall be sent to the appropriate TOWN project manager in their respective department: Utilities, Engineering & Public Works or other Department(s) from which work was assigned.
- 5.3. The TOWN shall pay the full undisputed 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 CONSULTANT has performed the work satisfactorily according to the terms and conditions of this CONTRACT. The TOWN shall be permitted to deduct from the CONSULTANT's compensation amounts incurred or costs incurred by the TOWN as a result of CONSULTANT's violation of this CONTRACT or for damages associated with CONSULTANT's negligent performance of its services.
- 5.4. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the CONSULTANT, the TOWN shall require the CONSULTANT to reevaluate the invoice and resubmit to the TOWN for approval. Upon a successful reconciliation the TOWN shall pay the invoice within 30 days. Nothing in this CONTRACT requires the TOWN to make payments on disputed amounts.

6. INDEMNIFICATION; WAIVER OF CONSEQUENTIAL DAMAGES; 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 CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees (collectively "Indemnitees"), harmless from damages, losses, liabilities, and costs, including but not limited to reasonable attorney's fees, to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct, or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees with the terms of this CONTRACT. This indemnification is separate and apart from, and in no way limited by any insurance provided or required under this CONTRACT or otherwise.

- 6.2. The CONSULTANT 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 CONSULTANT.
- 6.3. The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance at the time the CONSULTANT signs the CONTRACT. The CONSULTANT 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.
- 6.4. CONSULTANT and its insurance carriers waive, release, and shall not exercise any right of recovery or subrogation for any claim, damage, or loss covered or insured by any insurance policy required to be carried by CONSULTANT under this CONTRACT, that the CONSULTANT or its insurers may have at any time against the Indemnitees (defined above), arising out of or related to this CONTRACT. The policies of insurance purchased and maintained by CONSULTANT shall not prohibit this waiver of subrogation. The CONSULTANT shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver. This waiver of subrogation shall be effective (1) even though CONSULTANT would otherwise have a duty of indemnification, contractual or otherwise, (2) even though CONSULTANT did not pay the insurance premium directly or indirectly, or (3) whether or not CONSULTANT had an insurable interest in the damaged property.
- 6.5. CONSULTANT shall not be entitled to an increase in the agreed to sum or payments or compensation of any kind from the TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption or hindrance. CONSULTANT waives claims against the TOWN for consequential damages arising out of or relating to this CONTRACT including, but not limited to, damages incurred by the CONSULTANT for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. CONSULTANT's waiver is applicable, without limitation, to all such consequential damages arising out of a termination of this CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. This CONTRACT may be terminated, in whole or in part, by the TOWN at any time and for any reason (with or without cause and for convenience). Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Notwithstanding the TOWN's right to cancel the CONTRACT at any time for any reason, in the event the CONSULTANT fails to comply with the CONTRACT, the TOWN shall endeavor to provide written notice of any deficiency to the CONSULTANT. If a ten-day deficiency notice is delivered by the Town to the CONSULTANT, the CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT 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 CONSULTANT 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. After receipt of a termination notice and except as otherwise directed by the TOWN, the CONSULTANT shall: (a) stop work on the date and to the extent specified, (b) terminate and settle all orders relating to the performance of the terminated work, (c) transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN, (d) continue and complete all parts of the work that have not been terminated, if applicable.

- 7.3. In the event of termination, the TOWN shall compensate the CONSULTANT (as its sole and exclusive remedy) 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 CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT. After any termination of the CONTRACT (i.e., termination with or without cause), the CONSULTANT shall not be entitled to any amount for the CONSULTANT's anticipated profit, or unearned profit, on the value of the services not performed by the CONSULTANT. In the event of any termination of the CONTRACT, and subject to CONSULTANT's compensation for work performed through the date of termination, CONSULTANT shall refund any retainer funds to the TOWN.
- 7.4. CONSULTANT shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work of the CONTRACT that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.5. TOWN'S Public Relations Image – CONSULTANT'S personnel shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN'S relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.6. For any action brought to enforce or interpret this CONTRACT, in any venue or jurisdiction (i.e., circuit/county court or arbitration), the prevailing party shall be entitled to recover a reasonable attorney's fee and costs, including but not limited to appellate fees and fees incurred with determining entitlement and reasonableness of attorney's fees and costs.
- 7.7. In the event a dispute arises which both parties cannot resolve between themselves, the parties may, but shall not be obligated to, 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 CONSULTANT, its employees, subconsultants or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes and has no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.

- 8.2. The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subconsultants 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 CONSULTANT 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 CONSULTANT for any work or materials furnished.
- 8.3. The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT 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 CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, 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.
- 8.5. The CONSULTANT shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Florida.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The CONSULTANT 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 CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2. The CONSULTANT 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 CONSULTANT 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 CONSULTANT acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or

its designated agent to inspect all record maintained by CONSULTANT 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 CONSULTANT of the request, and the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

- 10.5. The TOWN has not performed a pre-audit of the CONSULTANTS' 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 CONSULTANT 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 CONSULTANT '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, 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 CONSULTANT 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.
- 10.7. The CONSULTANT 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.

- 11.2. 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 CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- 11.3. 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 in and for Palm Beach County, Florida for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT, THE WORK, THE PROJECT, OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHTS, BENEFITS, PRIVILEGES OR LIABILITY OF A PARTY. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE CONTRACT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS HERETO.
- 11.4. 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.
- 11.5. 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. Other than as provided by Florida law, nothing contained herein shall constitute a waiver of the TOWN's sovereign immunity.
- 11.6. 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.
- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties in accordance with the terms contained herein.
- 11.8. 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 CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN 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. This CONTRACT is the joint product of the respective parties and may not be more strictly construed against any party.

11.9. 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 CONSULTANT and its subcontractors and lower tier subcontractors. The CONSULTANT understands and agrees that in addition to other remedies and consequences provided by law, the failure of the CONSULTANT 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 TOWN 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.

11.10. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The CONSULTANT acknowledges its legal obligation to comply with § 448.095, Florida Statutes.

11.10(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, CONSULTANT shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

11.10(b) Subcontractors -

- (i) CONSULTANT shall also require all subcontractors performing work under this CONTRACT to use the E-Verify system for any employees they may hire during the term of this CONTRACT.
- (ii) CONSULTANT 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.
- (iii) CONSULTANT shall provide a copy of all subcontractor affidavits to the TOWN upon receipt and shall maintain a copy for the duration of the CONTRACT.

11.10(c) CONSULTANT must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the CONSULTANT 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.

11.10(d) Failure to comply with this provision is a material breach of the CONTRACT, and shall result in the immediate termination of the CONTRACT without penalty to the TOWN. CONSULTANT shall be liable for all costs incurred by the TOWN to secure a replacement CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

12. CONFLICTS

12.1. The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides surveying and mapping services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT 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 CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT 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 CONSULTANT'S representation.

- 12.2. CONSULTANT represents that it 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, CONSULTANT further represents that no person having any interest shall be employed for said performance. CONSULTANT 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 CONSULTANT may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the TOWN shall so state in the notification and CONSULTANT 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 CONSULTANT under the terms of this CONTRACT.

13. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 13.1. Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 13.2. The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONSULTANT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 13.3. The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

14. SCRUTINIZED COMPANIES LIST

- 14.1. Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an agreement with a CONSULTANT that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 14.2. The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 14.3. The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or

215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

15. DOCUMENTS COMPRISING CONTRACT

- 15.1. The Contract Documents shall include this CONTRACT, including all Exhibits attached hereto, as well as the following documents, which are incorporated herein by reference.
- a. Town of Jupiter's Request for Proposals (RFP) and all of its addenda and exhibits which are part of the RFP set forth above.
 - b. Contractor's Proposal and all included documents as a response to the TOWN'S RFP
 - c. Contractor's Certificate of Insurance

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

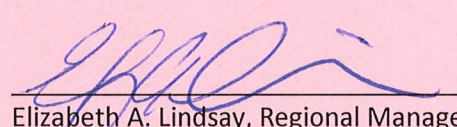
By:

Jim Kuretski, Mayor

(TOWN SEAL)

VENDOR

Betsy Lindsay, a division of Haley Ward, Inc.
7797 SW Jack James Drive
Stuart, FL 34997



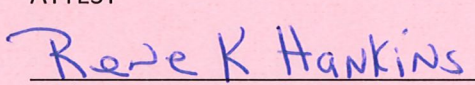
Elizabeth A. Lindsay, Regional Manager

(CORPORATE SEAL)

ATTEST

Laura E. Cahill, Town Clerk

ATTEST



PRINT NAME AND POSITION

Project Coordinator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

CONTRACT/AGREEMENT**CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND ENGENUITY GROUP, INC.****SURVEYING AND MAPPING SERVICES CONTRACT
Contract No. WS2520B**

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 Engenuity Group, Inc., 1280 North Congress Avenue, Suite 101, West Palm Beach, FL 33409, a State of Florida corporation, 59-1959840 (FEIN number), hereinafter designated as "the CONSULTANT".

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 CONSULTANT to provide surveying and mapping services for various Town Departments; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional surveying and mapping services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional surveying and mapping services to the TOWN in the most efficient manner; and

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

WHEREAS, the TOWN has budgeted funds in its fiscal year operating budgets and through the adoption of the Utilities five-year Community Investment Program which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed scope of work and fee for each project to be performed under this Contract for the TOWN's approval and issuance of Work Order prior to commencement of work for each Work Order; and

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

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services in accordance with the Statement of Work as provided in Exhibit A. Services performed under this Contract relate to professional surveying and mapping services on an as needed basis for various design and construction projects, including professional services needed to plan and/or implement the Town's maintenance programs, Community Investment Program, property conveyance documents, plat reviews, etc. for various Town of Jupiter Departments including, but not limited to, Utilities, Planning & Zoning, and Engineering & Public Works Departments. Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other engineers or engineering firms for the same or any other scope of services as deemed necessary by the TOWN.
- 1.2 The TOWN shall not reimburse CONSULTANT for any additional costs incurred as a direct or indirect result of CONSULTANT providing services to the TOWN pursuant to the CONTRACT, or for any amounts not identified in the written work order proposals or work order amendments issued by the TOWN.
- 1.3 CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after termination of this CONTRACT. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.
- 1.4 The CONSULTANT shall obtain the prior written approval of the TOWN before directing any of the TOWN's other consultants to perform services or work which could extend a project's schedule or increase the construction cost or to perform additional services.
- 1.5 The CONSULTANT agrees that the subconsultants identified in the "Project Organization Chart," attached hereto as Exhibit B, and made a part of this CONTRACT, shall provide services under this CONTRACT. CONSULTANT understands that changes to or addition of subconsultants anytime during the process, and after award, will not be authorized unless specifically approved in writing by the TOWN.
- 1.6 The CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.
- 1.7 CONSULTANT shall review laws, codes, and regulations applicable to the its services and ensure its work complies with requirements imposed by governmental authorities. CONSULTANT shall immediately notify TOWN in writing of any and all instances of regulatory violations that are discovered by CONSULTANT during this engagement.

2. TERM

- 2.1 The term of this CONTRACT is for three (3) consecutive years and shall commence on the execution date of this CONTRACT. The period of performance of any work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties. This CONTRACT may be renewed at the

end of the three (3) year term for one successive three (3) year term by mutual agreement in writing, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (TOWN and CONSULTANT). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the TOWN and subject to the availability of fiscal year funding approved by the Jupiter Town Council. If the CONSULTANT intends to not renew this CONTRACT for the next renewal period, they must provide the TOWN with a 120-day notice prior to CONTRACT expiration.

- 2.2 CONSULTANT may request an annual adjustment to the negotiated fees included in Exhibit C with a minimum of ninety (90) days' advance written notice to the TOWN for consideration and provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation. The annual fee adjustment shall be the lesser of the annual percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published as of January 30th by the U.S. Department of Labor Bureau of Labor Statistics or five percent (5%). Any approval of fee adjustments will be in writing by Amendment to the CONTRACT and subject to the same terms and conditions set forth in the initial CONTRACT and any other written amendments signed by both parties (TOWN and CONSULTANT), that may exist at the time of the requested fee increase. The TOWN reserves the right to approve or deny (for any reason) any requests for adjustments to the agreed upon fee schedule attached as Exhibit C.
- 2.3 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care, and the orderly progress of the Statement of Work.
- 2.4 The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.
- 2.5 Specific work assignments will be initiated as directed by the TOWN and shall be set forth in individual Work Orders. All Work Orders shall be executed by the CONSULTANT on behalf of the TOWN. The Work Orders shall describe the specific scope of work to be performed, CONSULTANT'S fee and the schedule for completion of the Work Order.
- 2.6 CONSULTANT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform the work pursuant to the CONTRACT, and that it will at all times conduct its business activities in a reputable manner.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT either a uniform rate based on the fee schedule or on a time and material basis; both types will contain a mutually agreed upon maximum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using both the Basis for Compensation and the CONSULTANT'S Fee Schedule, attached hereto as Exhibit C. CONSULTANT shall include an outline of estimated subconsultant direct costs and travel expenses in such cost proposals.

- 3.2. The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.
- 3.3. CONSULTANT agrees that the Basis for Compensation and the CONSULTANT'S Fee Schedule, both included as Exhibit C, shall remain in effect for a period of three (3) years from the date of CONTRACT execution. However, CONSULTANT may request an annual adjustment to the negotiated fees as provided in Section 2.2.
- 3.4. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT 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 CONSULTANT 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.
- 3.5. All work compensated for under this CONTRACT, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this CONTRACT shall include but not be limited to sketches, tracings, surveys, drawings, computations, details, design calculations, plans, electronic files and other related documents. CONSULTANT grants to the TOWN a nonexclusive license to reproduce the CONSULTANT'S instruments of service for purposes of constructing, using, maintaining, altering and adding to any project. The TOWN shall be permitted to use CONSULTANT'S drawings, specifications, and other documents for purposes of constructing, using, maintaining, altering and adding to any project notwithstanding anything to the contrary in this CONTRACT or any claim by the CONSULTANT. The CONSULTANT shall deliver to Town for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TOWN pursuant to this CONTRACT. The Parties recognize and affirm that, in the event of a breach by the CONSULTANT of any of the provisions of this Section 3.5, money damages would be inadequate and the TOWN would not have any adequate remedy at law. Accordingly, the Parties agree that the TOWN shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the CONSULTANT'S obligations under this Section 3.5 by an action or actions for specific performance, injunction and/or other equitable relief against the CONSULTANT without posting any bond or security to enforce or prevent any violations, whether anticipatory, continuing or future, of the provisions of this Section 3.5.
- 3.6. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under this CONTRACT. The TOWN reserves the right to issue Work Orders as and when required for proposed work for any or all items or any combination thereof noted in Exhibit A – Statement of Work. Work under this CONTRACT is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the initial contract term and subsequent renewal(s) are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

**Anticipated Estimated Funding
Town of Jupiter Utilities
Surveying and Mapping Services Contract (WS2520)**

Year	Project Description	Estimated Value
Initial Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
Initial Term Estimated Total Contract		\$600,000
Renewal Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
Renewal Term Estimated Total Contract		\$600,000

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. CONSULTANT shall file a W9 Taxpayer Identification Form with the Town. This form must be submitted and received by the Town's Finance Department before payment will be authorized for any work orders received.
- 5.2. The CONSULTANT'S invoices shall be submitted on a monthly basis and be accompanied by a description of the work product for which payment is being requested. All monthly invoices shall reference the Contract Number WS2520 and the TOWN'S Work Order Name and Number, and Purchase Order Number. Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. At a minimum, each work order invoice shall include the Contract Number, WS2520, project name, TOWN work order name and number, Town purchase order number, total work order amount, previously paid, current billing and amount remaining. Invoices shall be sent to the appropriate TOWN project manager in their respective department: Utilities, Engineering & Public Works or other Department(s) from which work was assigned.
- 5.3. The TOWN shall pay the full undisputed 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 CONSULTANT has performed the work satisfactorily according to the terms and conditions of this CONTRACT. The TOWN shall be permitted to deduct from the CONSULTANT's compensation amounts incurred or costs incurred by the TOWN as a result of CONSULTANT's violation of this CONTRACT or for damages associated with CONSULTANT's negligent performance of its services.
- 5.4. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the CONSULTANT, the TOWN shall require the CONSULTANT to reevaluate the invoice and resubmit to the TOWN for approval. Upon a successful reconciliation the TOWN shall pay the invoice within 30 days. Nothing in this CONTRACT requires the TOWN to make payments on disputed amounts.

6. INDEMNIFICATION; WAIVER OF CONSEQUENTIAL DAMAGES; 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 CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees (collectively "Indemnitees"), harmless from damages, losses, liabilities, and costs, including but not limited to reasonable attorney's fees, to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct, or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees with the terms of this CONTRACT. This indemnification is separate and apart from, and in no way limited by any insurance provided or required under this CONTRACT or otherwise.

- 6.2. The CONSULTANT 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 CONSULTANT.
- 6.3. The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance at the time the CONSULTANT signs the CONTRACT. The CONSULTANT 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.
- 6.4. CONSULTANT and its insurance carriers waive, release, and shall not exercise any right of recovery or subrogation for any claim, damage, or loss covered or insured by any insurance policy required to be carried by CONSULTANT under this CONTRACT, that the CONSULTANT or its insurers may have at any time against the Indemnitees (defined above), arising out of or related to this CONTRACT. The policies of insurance purchased and maintained by CONSULTANT shall not prohibit this waiver of subrogation. The CONSULTANT shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver. This waiver of subrogation shall be effective (1) even though CONSULTANT would otherwise have a duty of indemnification, contractual or otherwise, (2) even though CONSULTANT did not pay the insurance premium directly or indirectly, or (3) whether or not CONSULTANT had an insurable interest in the damaged property.
- 6.5. CONSULTANT shall not be entitled to an increase in the agreed to sum or payments or compensation of any kind from the TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption or hindrance. CONSULTANT waives claims against the TOWN for consequential damages arising out of or relating to this CONTRACT including, but not limited to, damages incurred by the CONSULTANT for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. CONSULTANT's waiver is applicable, without limitation, to all such consequential damages arising out of a termination of this CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. This CONTRACT may be terminated, in whole or in part, by the TOWN at any time and for any reason (with or without cause and for convenience). Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Notwithstanding the TOWN's right to cancel the CONTRACT at any time for any reason, in the event the CONSULTANT fails to comply with the CONTRACT, the TOWN shall endeavor to provide written notice of any deficiency to the CONSULTANT. If a ten-day deficiency notice is delivered by the Town to the CONSULTANT, the CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT 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 CONSULTANT 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. After receipt of a termination notice and except as otherwise directed by the TOWN, the CONSULTANT shall: (a) stop work on the date and to the extent specified, (b) terminate and settle all orders relating to the performance of the terminated work, (c) transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN, (d) continue and complete all parts of the work that have not been terminated, if applicable.

- 7.3. In the event of termination, the TOWN shall compensate the CONSULTANT (as its sole and exclusive remedy) 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 CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT. After any termination of the CONTRACT (i.e., termination with or without cause), the CONSULTANT shall not be entitled to any amount for the CONSULTANT's anticipated profit, or unearned profit, on the value of the services not performed by the CONSULTANT. In the event of any termination of the CONTRACT, and subject to CONSULTANT's compensation for work performed through the date of termination, CONSULTANT shall refund any retainer funds to the TOWN.
- 7.4. CONSULTANT shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work of the CONTRACT that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.5. TOWN'S Public Relations Image – CONSULTANT'S personnel shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN'S relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.6. For any action brought to enforce or interpret this CONTRACT, in any venue or jurisdiction (i.e., circuit/county court or arbitration), the prevailing party shall be entitled to recover a reasonable attorney's fee and costs, including but not limited to appellate fees and fees incurred with determining entitlement and reasonableness of attorney's fees and costs.
- 7.7. In the event a dispute arises which both parties cannot resolve between themselves, the parties may, but shall not be obligated to, 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 CONSULTANT, its employees, subconsultants or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes and has no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.

- 8.2. The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subconsultants 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 CONSULTANT 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 CONSULTANT for any work or materials furnished.
- 8.3. The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT 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 CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, 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.
- 8.5. The CONSULTANT shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Florida.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The CONSULTANT 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 CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2. The CONSULTANT 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 CONSULTANT 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 CONSULTANT acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or

its designated agent to inspect all record maintained by CONSULTANT 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 CONSULTANT of the request, and the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

- 10.5. The TOWN has not performed a pre-audit of the CONSULTANTS' 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 CONSULTANT 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 CONSULTANT '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, 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 CONSULTANT 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.
- 10.7. The CONSULTANT 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.

- 11.2. 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 CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- 11.3. 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 in and for Palm Beach County, Florida for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT, THE WORK, THE PROJECT, OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHTS, BENEFITS, PRIVILEGES OR LIABILITY OF A PARTY. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE CONTRACT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS HERETO.
- 11.4. 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.
- 11.5. 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. Other than as provided by Florida law, nothing contained herein shall constitute a waiver of the TOWN's sovereign immunity.
- 11.6. 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.
- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties in accordance with the terms contained herein.
- 11.8. 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 CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN 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. This CONTRACT is the joint product of the respective parties and may not be more strictly construed against any party.

11.9. 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 CONSULTANT and its subcontractors and lower tier subcontractors. The CONSULTANT understands and agrees that in addition to other remedies and consequences provided by law, the failure of the CONSULTANT 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 TOWN 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.

11.10. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The CONSULTANT acknowledges its legal obligation to comply with § 448.095, Florida Statutes.

11.10(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, CONSULTANT shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

11.10(b) Subcontractors -

- (i) CONSULTANT shall also require all subcontractors performing work under this CONTRACT to use the E-Verify system for any employees they may hire during the term of this CONTRACT.
- (ii) CONSULTANT 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.
- (iii) CONSULTANT shall provide a copy of all subcontractor affidavits to the TOWN upon receipt and shall maintain a copy for the duration of the CONTRACT.

11.10(c) CONSULTANT must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the CONSULTANT 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.

11.10(d) Failure to comply with this provision is a material breach of the CONTRACT, and shall result in the immediate termination of the CONTRACT without penalty to the TOWN. CONSULTANT shall be liable for all costs incurred by the TOWN to secure a replacement CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

12. CONFLICTS

12.1. The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides surveying and mapping services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT 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 CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT 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 CONSULTANT'S representation.

- 12.2. CONSULTANT represents that it 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, CONSULTANT further represents that no person having any interest shall be employed for said performance. CONSULTANT 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 CONSULTANT may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the TOWN shall so state in the notification and CONSULTANT 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 CONSULTANT under the terms of this CONTRACT.

13. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 13.1. Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 13.2. The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONSULTANT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 13.3. The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

14. SCRUTINIZED COMPANIES LIST

- 14.1. Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an agreement with a CONSULTANT that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 14.2. The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 14.3. The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or

215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

15. DOCUMENTS COMPRISING CONTRACT

15.1. The Contract Documents shall include this CONTRACT, including all Exhibits attached hereto, as well as the following documents, which are incorporated herein by reference.

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

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

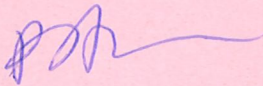
Engenuity Group, Inc.
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409



C. Andre Rayman, PSM, President

(CORPORATE SEAL)

ATTEST



Bradley Jackson, Director of marketing
PRINT NAME AND POSITION



CONTRACT/AGREEMENT**CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND NORTHSTAR GEOMATICS, INC.****SURVEYING AND MAPPING SERVICES CONTRACT
Contract No. WS2520C**

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 NorthStar Geomatics, Inc., 5820 NW Zenith Drive, Port St. Lucie, FL 34986, a State of Florida corporation, 02-0634183 (FEIN number), hereinafter designated as "the CONSULTANT".

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 CONSULTANT to provide surveying and mapping services for various Town Departments; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional surveying and mapping services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional surveying and mapping services to the TOWN in the most efficient manner; and

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

WHEREAS, the TOWN has budgeted funds in its fiscal year operating budgets and through the adoption of the Utilities five-year Community Investment Program which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed scope of work and fee for each project to be performed under this Contract for the TOWN's approval and issuance of Work Order prior to commencement of work for each Work Order; and

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

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services in accordance with the Statement of Work as provided in Exhibit A. Services performed under this Contract relate to professional surveying and mapping services on an as needed basis for various design and construction projects, including professional services needed to plan and/or implement the Town's maintenance programs, Community Investment Program, property conveyance documents, plat reviews, etc. for various Town of Jupiter Departments including, but not limited to, Utilities, Planning & Zoning, and Engineering & Public Works Departments. Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other engineers or engineering firms for the same or any other scope of services as deemed necessary by the TOWN.
- 1.2 The TOWN shall not reimburse CONSULTANT for any additional costs incurred as a direct or indirect result of CONSULTANT providing services to the TOWN pursuant to the CONTRACT, or for any amounts not identified in the written work order proposals or work order amendments issued by the TOWN.
- 1.3 CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after termination of this CONTRACT. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.
- 1.4 The CONSULTANT shall obtain the prior written approval of the TOWN before directing any of the TOWN's other consultants to perform services or work which could extend a project's schedule or increase the construction cost or to perform additional services.
- 1.5 The CONSULTANT agrees that the subconsultants identified in the "Project Organization Chart," attached hereto as Exhibit B, and made a part of this CONTRACT, shall provide services under this CONTRACT. CONSULTANT understands that changes to or addition of subconsultants anytime during the process, and after award, will not be authorized unless specifically approved in writing by the TOWN.
- 1.6 The CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.
- 1.7 CONSULTANT shall review laws, codes, and regulations applicable to the its services and ensure its work complies with requirements imposed by governmental authorities. CONSULTANT shall immediately notify TOWN in writing of any and all instances of regulatory violations that are discovered by CONSULTANT during this engagement.

2. TERM

- 2.1 The term of this CONTRACT is for three (3) consecutive years and shall commence on the execution date of this CONTRACT. The period of performance of any work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties. This CONTRACT may be renewed at the

end of the three (3) year term for one successive three (3) year term by mutual agreement in writing, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (TOWN and CONSULTANT). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the TOWN and subject to the availability of fiscal year funding approved by the Jupiter Town Council. If the CONSULTANT intends to not renew this CONTRACT for the next renewal period, they must provide the TOWN with a 120-day notice prior to CONTRACT expiration.

- 2.2 CONSULTANT may request an annual adjustment to the negotiated fees included in Exhibit C with a minimum of ninety (90) days' advance written notice to the TOWN for consideration and provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation. The annual fee adjustment shall be the lesser of the annual percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published as of January 30th by the U.S. Department of Labor Bureau of Labor Statistics or five percent (5%). Any approval of fee adjustments will be in writing by Amendment to the CONTRACT and subject to the same terms and conditions set forth in the initial CONTRACT and any other written amendments signed by both parties (TOWN and CONSULTANT), that may exist at the time of the requested fee increase. The TOWN reserves the right to approve or deny (for any reason) any requests for adjustments to the agreed upon fee schedule attached as Exhibit C.
- 2.3 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care, and the orderly progress of the Statement of Work.
- 2.4 The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.
- 2.5 Specific work assignments will be initiated as directed by the TOWN and shall be set forth in individual Work Orders. All Work Orders shall be executed by the CONSULTANT on behalf of the TOWN. The Work Orders shall describe the specific scope of work to be performed, CONSULTANT'S fee and the schedule for completion of the Work Order.
- 2.6 CONSULTANT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform the work pursuant to the CONTRACT, and that it will at all times conduct its business activities in a reputable manner.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT either a uniform rate based on the fee schedule or on a time and material basis; both types will contain a mutually agreed upon maximum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using both the Basis for Compensation and the CONSULTANT'S Fee Schedule, attached hereto as Exhibit C. CONSULTANT shall include an outline of estimated subconsultant direct costs and travel expenses in such cost proposals.

- 3.2. The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.
- 3.3. CONSULTANT agrees that the Basis for Compensation and the CONSULTANT'S Fee Schedule, both included as Exhibit C, shall remain in effect for a period of three (3) years from the date of CONTRACT execution. However, CONSULTANT may request an annual adjustment to the negotiated fees as provided in Section 2.2.
- 3.4. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT 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 CONSULTANT 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.
- 3.5. All work compensated for under this CONTRACT, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this CONTRACT shall include but not be limited to sketches, tracings, surveys, drawings, computations, details, design calculations, plans, electronic files and other related documents. CONSULTANT grants to the TOWN a nonexclusive license to reproduce the CONSULTANT'S instruments of service for purposes of constructing, using, maintaining, altering and adding to any project. The TOWN shall be permitted to use CONSULTANT'S drawings, specifications, and other documents for purposes of constructing, using, maintaining, altering and adding to any project notwithstanding anything to the contrary in this CONTRACT or any claim by the CONSULTANT. The CONSULTANT shall deliver to Town for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TOWN pursuant to this CONTRACT. The Parties recognize and affirm that, in the event of a breach by the CONSULTANT of any of the provisions of this Section 3.5, money damages would be inadequate and the TOWN would not have any adequate remedy at law. Accordingly, the Parties agree that the TOWN shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the CONSULTANT'S obligations under this Section 3.5 by an action or actions for specific performance, injunction and/or other equitable relief against the CONSULTANT without posting any bond or security to enforce or prevent any violations, whether anticipatory, continuing or future, of the provisions of this Section 3.5.
- 3.6. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under this CONTRACT. The TOWN reserves the right to issue Work Orders as and when required for proposed work for any or all items or any combination thereof noted in Exhibit A – Statement of Work. Work under this CONTRACT is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the initial contract term and subsequent renewal(s) are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

**Anticipated Estimated Funding
Town of Jupiter Utilities
Surveying and Mapping Services Contract (WS2520)**

Year	Project Description	Estimated Value
Initial Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
Initial Term Estimated Total Contract		\$600,000
Renewal Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
Renewal Term Estimated Total Contract		\$600,000

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. CONSULTANT shall file a W9 Taxpayer Identification Form with the Town. This form must be submitted and received by the Town's Finance Department before payment will be authorized for any work orders received.
- 5.2. The CONSULTANT'S invoices shall be submitted on a monthly basis and be accompanied by a description of the work product for which payment is being requested. All monthly invoices shall reference the Contract Number WS2520 and the TOWN'S Work Order Name and Number, and Purchase Order Number. Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. At a minimum, each work order invoice shall include the Contract Number, WS2520, project name, TOWN work order name and number, Town purchase order number, total work order amount, previously paid, current billing and amount remaining. Invoices shall be sent to the appropriate TOWN project manager in their respective department: Utilities, Engineering & Public Works or other Department(s) from which work was assigned.
- 5.3. The TOWN shall pay the full undisputed 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 CONSULTANT has performed the work satisfactorily according to the terms and conditions of this CONTRACT. The TOWN shall be permitted to deduct from the CONSULTANT's compensation amounts incurred or costs incurred by the TOWN as a result of CONSULTANT's violation of this CONTRACT or for damages associated with CONSULTANT's negligent performance of its services.
- 5.4. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the CONSULTANT, the TOWN shall require the CONSULTANT to reevaluate the invoice and resubmit to the TOWN for approval. Upon a successful reconciliation the TOWN shall pay the invoice within 30 days. Nothing in this CONTRACT requires the TOWN to make payments on disputed amounts.

6. INDEMNIFICATION; WAIVER OF CONSEQUENTIAL DAMAGES; 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 CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees (collectively "Indemnitees"), harmless from damages, losses, liabilities, and costs, including but not limited to reasonable attorney's fees, to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct, or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees with the terms of this CONTRACT. This indemnification is separate and apart from, and in no way limited by any insurance provided or required under this CONTRACT or otherwise.

- 6.2. The CONSULTANT 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 CONSULTANT.
- 6.3. The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance at the time the CONSULTANT signs the CONTRACT. The CONSULTANT 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.
- 6.4. CONSULTANT and its insurance carriers waive, release, and shall not exercise any right of recovery or subrogation for any claim, damage, or loss covered or insured by any insurance policy required to be carried by CONSULTANT under this CONTRACT, that the CONSULTANT or its insurers may have at any time against the Indemnitees (defined above), arising out of or related to this CONTRACT. The policies of insurance purchased and maintained by CONSULTANT shall not prohibit this waiver of subrogation. The CONSULTANT shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver. This waiver of subrogation shall be effective (1) even though CONSULTANT would otherwise have a duty of indemnification, contractual or otherwise, (2) even though CONSULTANT did not pay the insurance premium directly or indirectly, or (3) whether or not CONSULTANT had an insurable interest in the damaged property.
- 6.5. CONSULTANT shall not be entitled to an increase in the agreed to sum or payments or compensation of any kind from the TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption or hindrance. CONSULTANT waives claims against the TOWN for consequential damages arising out of or relating to this CONTRACT including, but not limited to, damages incurred by the CONSULTANT for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. CONSULTANT's waiver is applicable, without limitation, to all such consequential damages arising out of a termination of this CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. This CONTRACT may be terminated, in whole or in part, by the TOWN at any time and for any reason (with or without cause and for convenience). Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Notwithstanding the TOWN's right to cancel the CONTRACT at any time for any reason, in the event the CONSULTANT fails to comply with the CONTRACT, the TOWN shall endeavor to provide written notice of any deficiency to the CONSULTANT. If a ten-day deficiency notice is delivered by the Town to the CONSULTANT, the CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT 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 CONSULTANT 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. After receipt of a termination notice and except as otherwise directed by the TOWN, the CONSULTANT shall: (a) stop work on the date and to the extent specified, (b) terminate and settle all orders relating to the performance of the terminated work, (c) transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN, (d) continue and complete all parts of the work that have not been terminated, if applicable.

- 7.3. In the event of termination, the TOWN shall compensate the CONSULTANT (as its sole and exclusive remedy) 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 CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT. After any termination of the CONTRACT (i.e., termination with or without cause), the CONSULTANT shall not be entitled to any amount for the CONSULTANT's anticipated profit, or unearned profit, on the value of the services not performed by the CONSULTANT. In the event of any termination of the CONTRACT, and subject to CONSULTANT's compensation for work performed through the date of termination, CONSULTANT shall refund any retainer funds to the TOWN.
- 7.4. CONSULTANT shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work of the CONTRACT that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.5. TOWN'S Public Relations Image – CONSULTANT'S personnel shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN'S relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.6. For any action brought to enforce or interpret this CONTRACT, in any venue or jurisdiction (i.e., circuit/county court or arbitration), the prevailing party shall be entitled to recover a reasonable attorney's fee and costs, including but not limited to appellate fees and fees incurred with determining entitlement and reasonableness of attorney's fees and costs.
- 7.7. In the event a dispute arises which both parties cannot resolve between themselves, the parties may, but shall not be obligated to, 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 CONSULTANT, its employees, subconsultants or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes and has no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.

- 8.2. The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subconsultants 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 CONSULTANT 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 CONSULTANT for any work or materials furnished.
- 8.3. The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT 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 CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, 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.
- 8.5. The CONSULTANT shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Florida.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The CONSULTANT 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 CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2. The CONSULTANT 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 CONSULTANT 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 CONSULTANT acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or

its designated agent to inspect all record maintained by CONSULTANT 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 CONSULTANT of the request, and the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

- 10.5. The TOWN has not performed a pre-audit of the CONSULTANTS' 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 CONSULTANT 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 CONSULTANT '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, 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 CONSULTANT 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.
- 10.7. The CONSULTANT 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.

- 11.2. 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 CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- 11.3. 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 in and for Palm Beach County, Florida for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT, THE WORK, THE PROJECT, OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHTS, BENEFITS, PRIVILEGES OR LIABILITY OF A PARTY. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE CONTRACT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS HERETO.
- 11.4. 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.
- 11.5. 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. Other than as provided by Florida law, nothing contained herein shall constitute a waiver of the TOWN's sovereign immunity.
- 11.6. 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.
- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties in accordance with the terms contained herein.
- 11.8. 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 CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN 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. This CONTRACT is the joint product of the respective parties and may not be more strictly construed against any party.

11.9. 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 CONSULTANT and its subcontractors and lower tier subcontractors. The CONSULTANT understands and agrees that in addition to other remedies and consequences provided by law, the failure of the CONSULTANT 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 TOWN 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.

11.10. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The CONSULTANT acknowledges its legal obligation to comply with § 448.095, Florida Statutes.

11.10(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, CONSULTANT shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

11.10(b) Subcontractors -

- (i) CONSULTANT shall also require all subcontractors performing work under this CONTRACT to use the E-Verify system for any employees they may hire during the term of this CONTRACT.
- (ii) CONSULTANT 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.
- (iii) CONSULTANT shall provide a copy of all subcontractor affidavits to the TOWN upon receipt and shall maintain a copy for the duration of the CONTRACT.

11.10(c) CONSULTANT must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the CONSULTANT 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.

11.10(d) Failure to comply with this provision is a material breach of the CONTRACT, and shall result in the immediate termination of the CONTRACT without penalty to the TOWN. CONSULTANT shall be liable for all costs incurred by the TOWN to secure a replacement CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

12. CONFLICTS

12.1. The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides surveying and mapping services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT 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 CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT 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 CONSULTANT'S representation.

- 12.2. CONSULTANT represents that it 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, CONSULTANT further represents that no person having any interest shall be employed for said performance. CONSULTANT 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 CONSULTANT may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the TOWN shall so state in the notification and CONSULTANT 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 CONSULTANT under the terms of this CONTRACT.

13. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 13.1. Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 13.2. The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONSULTANT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 13.3. The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

14. SCRUTINIZED COMPANIES LIST

- 14.1. Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an agreement with a CONSULTANT that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 14.2. The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 14.3. The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or

215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

15. DOCUMENTS COMPRISING CONTRACT

15.1. The Contract Documents shall include this CONTRACT, including all Exhibits attached hereto, as well as the following documents, which are incorporated herein by reference.

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

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

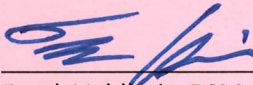
Laura E. Cahill, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

VENDOR

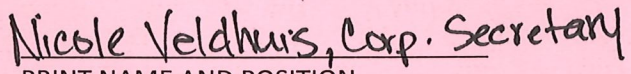
NorthStar Geomatics, Inc.
5820 NW Zenith Drive
Port St. Lucie, FL 34986



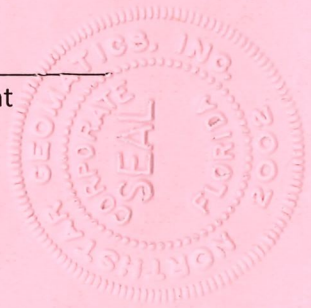
Frank Veldhuis, PSM, President

(CORPORATE SEAL)

ATTEST



Nicole Veldhuis, Corp. Secretary
PRINT NAME AND POSITION



CONTRACT/AGREEMENT**CONTRACT (AGREEMENT)
BETWEEN THE TOWN OF JUPITER UTILITIES
AND ZEMAN CONSULTING GROUP, LLC****SURVEYING AND MAPPING SERVICES CONTRACT
Contract No. WS2520D**

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 Zeman Consulting Group, LLC, 3970 RCA Boulevard, Suite 7750, Palm Beach Gardens, FL 33410, a State of Florida corporation, 86-2050215 (FEIN number), hereinafter designated as "the CONSULTANT".

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 CONSULTANT to provide surveying and mapping services for various Town Departments; and

WHEREAS, the TOWN has publicly announced its desire to purchase professional surveying and mapping services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional surveying and mapping services to the TOWN in the most efficient manner; and

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

WHEREAS, the TOWN has budgeted funds in its fiscal year operating budgets and through the adoption of the Utilities five-year Community Investment Program which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed scope of work and fee for each project to be performed under this Contract for the TOWN's approval and issuance of Work Order prior to commencement of work for each Work Order; and

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

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services in accordance with the Statement of Work as provided in Exhibit A. Services performed under this Contract relate to professional surveying and mapping services on an as needed basis for various design and construction projects, including professional services needed to plan and/or implement the Town's maintenance programs, Community Investment Program, property conveyance documents, plat reviews, etc. for various Town of Jupiter Departments including, but not limited to, Utilities, Planning & Zoning, and Engineering & Public Works Departments. Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other engineers or engineering firms for the same or any other scope of services as deemed necessary by the TOWN.
- 1.2 The TOWN shall not reimburse CONSULTANT for any additional costs incurred as a direct or indirect result of CONSULTANT providing services to the TOWN pursuant to the CONTRACT, or for any amounts not identified in the written work order proposals or work order amendments issued by the TOWN.
- 1.3 CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after termination of this CONTRACT. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.
- 1.4 The CONSULTANT shall obtain the prior written approval of the TOWN before directing any of the TOWN's other consultants to perform services or work which could extend a project's schedule or increase the construction cost or to perform additional services.
- 1.5 The CONSULTANT agrees that the subconsultants identified in the "Project Organization Chart," attached hereto as Exhibit B, and made a part of this CONTRACT, shall provide services under this CONTRACT. CONSULTANT understands that changes to or addition of subconsultants anytime during the process, and after award, will not be authorized unless specifically approved in writing by the TOWN.
- 1.6 The CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to Town Council budgeting and approval.
- 1.7 CONSULTANT shall review laws, codes, and regulations applicable to the its services and ensure its work complies with requirements imposed by governmental authorities. CONSULTANT shall immediately notify TOWN in writing of any and all instances of regulatory violations that are discovered by CONSULTANT during this engagement.

2. TERM

- 2.1 The term of this CONTRACT is for three (3) consecutive years and shall commence on the execution date of this CONTRACT. The period of performance of any work shall commence on the effective date of the Notice to Proceed for each given work order and continue until the completion of all contractual obligations by the parties. This CONTRACT may be renewed at the

end of the three (3) year term for one successive three (3) year term by mutual agreement in writing, in accordance with the Town of Jupiter's Purchasing Policy and the terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (TOWN and CONSULTANT). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the TOWN and subject to the availability of fiscal year funding approved by the Jupiter Town Council. If the CONSULTANT intends to not renew this CONTRACT for the next renewal period, they must provide the TOWN with a 120-day notice prior to CONTRACT expiration.

- 2.2 CONSULTANT may request an annual adjustment to the negotiated fees included in Exhibit C with a minimum of ninety (90) days' advance written notice to the TOWN for consideration and provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation. The annual fee adjustment shall be the lesser of the annual percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published as of January 30th by the U.S. Department of Labor Bureau of Labor Statistics or five percent (5%). Any approval of fee adjustments will be in writing by Amendment to the CONTRACT and subject to the same terms and conditions set forth in the initial CONTRACT and any other written amendments signed by both parties (TOWN and CONSULTANT), that may exist at the time of the requested fee increase. The TOWN reserves the right to approve or deny (for any reason) any requests for adjustments to the agreed upon fee schedule attached as Exhibit C.
- 2.3 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care, and the orderly progress of the Statement of Work.
- 2.4 The CONSULTANT agrees to be available to begin work promptly after receipt of a fully executed copy of this CONTRACT.
- 2.5 Specific work assignments will be initiated as directed by the TOWN and shall be set forth in individual Work Orders. All Work Orders shall be executed by the CONSULTANT on behalf of the TOWN. The Work Orders shall describe the specific scope of work to be performed, CONSULTANT'S fee and the schedule for completion of the Work Order.
- 2.6 CONSULTANT represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform the work pursuant to the CONTRACT, and that it will at all times conduct its business activities in a reputable manner.

3. CONSIDERATION

- 3.1. As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT either a uniform rate based on the fee schedule or on a time and material basis; both types will contain a mutually agreed upon maximum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, using both the Basis for Compensation and the CONSULTANT'S Fee Schedule, attached hereto as Exhibit C. CONSULTANT shall include an outline of estimated subconsultant direct costs and travel expenses in such cost proposals.

- 3.2. The agreed upon dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs.
- 3.3. CONSULTANT agrees that the Basis for Compensation and the CONSULTANT'S Fee Schedule, both included as Exhibit C, shall remain in effect for a period of three (3) years from the date of CONTRACT execution. However, CONSULTANT may request an annual adjustment to the negotiated fees as provided in Section 2.2.
- 3.4. Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT 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 CONSULTANT 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.
- 3.5. All work compensated for under this CONTRACT, including partial payments shall become the property of the Town of Jupiter without restrictions or limitations of use. Work under this CONTRACT shall include but not be limited to sketches, tracings, surveys, drawings, computations, details, design calculations, plans, electronic files and other related documents. CONSULTANT grants to the TOWN a nonexclusive license to reproduce the CONSULTANT'S instruments of service for purposes of constructing, using, maintaining, altering and adding to any project. The TOWN shall be permitted to use CONSULTANT'S drawings, specifications, and other documents for purposes of constructing, using, maintaining, altering and adding to any project notwithstanding anything to the contrary in this CONTRACT or any claim by the CONSULTANT. The CONSULTANT shall deliver to Town for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TOWN pursuant to this CONTRACT. The Parties recognize and affirm that, in the event of a breach by the CONSULTANT of any of the provisions of this Section 3.5, money damages would be inadequate and the TOWN would not have any adequate remedy at law. Accordingly, the Parties agree that the TOWN shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the CONSULTANT'S obligations under this Section 3.5 by an action or actions for specific performance, injunction and/or other equitable relief against the CONSULTANT without posting any bond or security to enforce or prevent any violations, whether anticipatory, continuing or future, of the provisions of this Section 3.5.
- 3.6. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under this CONTRACT. The TOWN reserves the right to issue Work Orders as and when required for proposed work for any or all items or any combination thereof noted in Exhibit A – Statement of Work. Work under this CONTRACT is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the initial contract term and subsequent renewal(s) are provided in the table below. The Town's fiscal calendar runs from October 1st through September 30th.

**Anticipated Estimated Funding
Town of Jupiter Utilities
Surveying and Mapping Services Contract (WS2520)**

Year	Project Description	Estimated Value
Initial Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
	Initial Term Estimated Total Contract	\$600,000
Renewal Term Year 1	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 1 Estimated Total	\$200,000
Year 2	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 2 Estimated Total	\$200,000
Year 3	Engineering and Public Works (Operating, R&M)	\$30,000
	Planning and Zoning (Operating)	\$25,000
	Water and Stormwater (Operating, R&M)	\$60,000
	Water and Stormwater (CIP)	\$85,000
	Year 3 Estimated Total	\$200,000
	Renewal Term Estimated Total Contract	\$600,000

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

- 4.1. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. CONSULTANT shall file a W9 Taxpayer Identification Form with the Town. This form must be submitted and received by the Town's Finance Department before payment will be authorized for any work orders received.
- 5.2. The CONSULTANT'S invoices shall be submitted on a monthly basis and be accompanied by a description of the work product for which payment is being requested. All monthly invoices shall reference the Contract Number WS2520 and the TOWN'S Work Order Name and Number, and Purchase Order Number. Time and material invoices need to include an explanation for charges and an hourly break down of personnel billing. At a minimum, each work order invoice shall include the Contract Number, WS2520, project name, TOWN work order name and number, Town purchase order number, total work order amount, previously paid, current billing and amount remaining. Invoices shall be sent to the appropriate TOWN project manager in their respective department: Utilities, Engineering & Public Works or other Department(s) from which work was assigned.
- 5.3. The TOWN shall pay the full undisputed 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 CONSULTANT has performed the work satisfactorily according to the terms and conditions of this CONTRACT. The TOWN shall be permitted to deduct from the CONSULTANT's compensation amounts incurred or costs incurred by the TOWN as a result of CONSULTANT's violation of this CONTRACT or for damages associated with CONSULTANT's negligent performance of its services.
- 5.4. Should the TOWN not be able to reconcile the monthly invoice with the supporting documentation provided by the CONSULTANT, the TOWN shall require the CONSULTANT to reevaluate the invoice and resubmit to the TOWN for approval. Upon a successful reconciliation the TOWN shall pay the invoice within 30 days. Nothing in this CONTRACT requires the TOWN to make payments on disputed amounts.

6. INDEMNIFICATION; WAIVER OF CONSEQUENTIAL DAMAGES; 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 CONSULTANT shall indemnify, save, and hold the TOWN, its assigns, and employees (collectively "Indemnitees"), harmless from damages, losses, liabilities, and costs, including but not limited to reasonable attorney's fees, to the extent caused by any negligent act or omission, recklessness, or intentionally wrongful conduct, or the violation of any federal, state, or local law or regulation, of the CONSULTANT, its subconsultants, agents, assigns, or employees with the terms of this CONTRACT. This indemnification is separate and apart from, and in no way limited by any insurance provided or required under this CONTRACT or otherwise.

- 6.2. The CONSULTANT 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 CONSULTANT.
- 6.3. The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance at the time the CONSULTANT signs the CONTRACT. The CONSULTANT 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.
- 6.4. CONSULTANT and its insurance carriers waive, release, and shall not exercise any right of recovery or subrogation for any claim, damage, or loss covered or insured by any insurance policy required to be carried by CONSULTANT under this CONTRACT, that the CONSULTANT or its insurers may have at any time against the Indemnitees (defined above), arising out of or related to this CONTRACT. The policies of insurance purchased and maintained by CONSULTANT shall not prohibit this waiver of subrogation. The CONSULTANT shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver. This waiver of subrogation shall be effective (1) even though CONSULTANT would otherwise have a duty of indemnification, contractual or otherwise, (2) even though CONSULTANT did not pay the insurance premium directly or indirectly, or (3) whether or not CONSULTANT had an insurable interest in the damaged property.
- 6.5. CONSULTANT shall not be entitled to an increase in the agreed to sum or payments or compensation of any kind from the TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption or hindrance. CONSULTANT waives claims against the TOWN for consequential damages arising out of or relating to this CONTRACT including, but not limited to, damages incurred by the CONSULTANT for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. CONSULTANT's waiver is applicable, without limitation, to all such consequential damages arising out of a termination of this CONTRACT.

7. TERMINATION/REMEDIES

- 7.1. This CONTRACT may be terminated, in whole or in part, by the TOWN at any time and for any reason (with or without cause and for convenience). Further, the CONSULTANT agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages. Notwithstanding the TOWN's right to cancel the CONTRACT at any time for any reason, in the event the CONSULTANT fails to comply with the CONTRACT, the TOWN shall endeavor to provide written notice of any deficiency to the CONSULTANT. If a ten-day deficiency notice is delivered by the Town to the CONSULTANT, the CONSULTANT shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the CONSULTANT 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 CONSULTANT 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. After receipt of a termination notice and except as otherwise directed by the TOWN, the CONSULTANT shall: (a) stop work on the date and to the extent specified, (b) terminate and settle all orders relating to the performance of the terminated work, (c) transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN, (d) continue and complete all parts of the work that have not been terminated, if applicable.

- 7.3. In the event of termination, the TOWN shall compensate the CONSULTANT (as its sole and exclusive remedy) 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 CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT. After any termination of the CONTRACT (i.e., termination with or without cause), the CONSULTANT shall not be entitled to any amount for the CONSULTANT's anticipated profit, or unearned profit, on the value of the services not performed by the CONSULTANT. In the event of any termination of the CONTRACT, and subject to CONSULTANT's compensation for work performed through the date of termination, CONSULTANT shall refund any retainer funds to the TOWN.
- 7.4. CONSULTANT shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN's relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work of the CONTRACT that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.5. TOWN'S Public Relations Image – CONSULTANT'S personnel shall at all times handle themselves in a professional manner and handle complaints and all contact with the public with due regard to the TOWN'S relationship with the public. Any personnel in the employ of the CONSULTANT involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the TOWN or its representative.
- 7.6. For any action brought to enforce or interpret this CONTRACT, in any venue or jurisdiction (i.e., circuit/county court or arbitration), the prevailing party shall be entitled to recover a reasonable attorney's fee and costs, including but not limited to appellate fees and fees incurred with determining entitlement and reasonableness of attorney's fees and costs.
- 7.7. In the event a dispute arises which both parties cannot resolve between themselves, the parties may, but shall not be obligated to, 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 CONSULTANT, its employees, subconsultants or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes and has no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.

- 8.2. The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subconsultants 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 CONSULTANT 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 CONSULTANT for any work or materials furnished.
- 8.3. The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT 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 CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, 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.
- 8.5. The CONSULTANT shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Florida.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1. The CONSULTANT 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 CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.
- 9.2. The CONSULTANT 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 CONSULTANT 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 CONSULTANT acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or

its designated agent to inspect all record maintained by CONSULTANT 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 CONSULTANT of the request, and the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

- 10.5. The TOWN has not performed a pre-audit of the CONSULTANTS' 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 CONSULTANT 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 CONSULTANT '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, 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 CONSULTANT 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.
- 10.7. The CONSULTANT 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.

- 11.2. 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 CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.
- 11.3. 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 in and for Palm Beach County, Florida for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT, THE WORK, THE PROJECT, OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHTS, BENEFITS, PRIVILEGES OR LIABILITY OF A PARTY. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE CONTRACT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS HERETO.
- 11.4. 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.
- 11.5. 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. Other than as provided by Florida law, nothing contained herein shall constitute a waiver of the TOWN's sovereign immunity.
- 11.6. 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.
- 11.7. This CONTRACT may be amended, extended, or renewed only with the written approval of the parties in accordance with the terms contained herein.
- 11.8. 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 CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN 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. This CONTRACT is the joint product of the respective parties and may not be more strictly construed against any party.

11.9. 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 CONSULTANT and its subcontractors and lower tier subcontractors. The CONSULTANT understands and agrees that in addition to other remedies and consequences provided by law, the failure of the CONSULTANT 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 TOWN 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.

11.10. This CONTRACT is subject to and governed by the laws of the State of Florida, including without limitation Chapter 448, Florida Statutes, which provides for General Labor Regulations, and specifically Section 448.095, Employment Eligibility. The CONSULTANT acknowledges its legal obligation to comply with § 448.095, Florida Statutes.

11.10(a) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, CONSULTANT shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

11.10(b) Subcontractors -

- (i) CONSULTANT shall also require all subcontractors performing work under this CONTRACT to use the E-Verify system for any employees they may hire during the term of this CONTRACT.
- (ii) CONSULTANT 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.
- (iii) CONSULTANT shall provide a copy of all subcontractor affidavits to the TOWN upon receipt and shall maintain a copy for the duration of the CONTRACT.

11.10(c) CONSULTANT must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the CONSULTANT 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.

11.10(d) Failure to comply with this provision is a material breach of the CONTRACT, and shall result in the immediate termination of the CONTRACT without penalty to the TOWN. CONSULTANT shall be liable for all costs incurred by the TOWN to secure a replacement CONTRACT, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

12. CONFLICTS

12.1. The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides surveying and mapping services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT 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 CONSULTANT may perform services for clients who are or may have matters before the Town Council, provided CONSULTANT 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 CONSULTANT'S representation.

- 12.2. CONSULTANT represents that it 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, CONSULTANT further represents that no person having any interest shall be employed for said performance. CONSULTANT 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 CONSULTANT may undertake and request an opinion from the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the TOWN shall so state in the notification and CONSULTANT 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 CONSULTANT under the terms of this CONTRACT.

13. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 13.1. Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 13.2. The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONSULTANT is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 13.3. The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

14. SCRUTINIZED COMPANIES LIST

- 14.1. Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an agreement with a CONSULTANT that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 14.2. The CONSULTANT, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 14.3. The TOWN reserves the right to terminate this CONTRACT if the CONSULTANT is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or

215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

15. DOCUMENTS COMPRISING CONTRACT

- 15.1. The Contract Documents shall include this CONTRACT, including all Exhibits attached hereto, as well as the following documents, which are incorporated herein by reference.
- a. Town of Jupiter's Request for Proposals (RFP) and all of its addenda and exhibits which are part of the RFP set forth above.
 - b. Contractor's Proposal and all included documents as a response to the TOWN'S RFP
 - c. Contractor's Certificate of Insurance

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

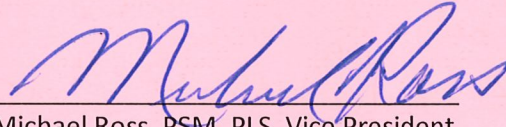
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Thomas J. Baird, Town Attorney

VENDOR

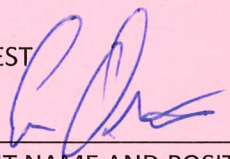
Zeman Consulting Group, LLC
3970 RCA Boulevard, Suite 7750
Palm Beach Gardens, FL 33410



Michael Ross, PSM, PLS, Vice President

(CORPORATE SEAL)

ATTEST



PRINT NAME AND POSITION

ERIC DETASSIS - VICE PRESIDENT

TOWN OF JUPITER
Nanofiltration Building Fire Alarm Panel Replacement (W2511)



DATE	May 6, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Amanda Barnes, Utilities Director
SUBJECT	Resolution 35-25, Approving a contract to Midwest Alarm Company, Inc. (dba BCI Integrated Solutions) for NF Building Fire Alarm Panel Replacement (W2511) for an amount of \$131,772.

EXECUTIVE SUMMARY

Resolution No. 35-25 provides for the award of a construction contract to Midwest Alarm Company, Inc. (dba BCI Integrated Solutions) of Tampa, Florida to replace the fire alarm panel in the Nanofiltration (NF) building at the Town's water treatment plant, for an amount of \$131,772.

The existing fire alarm control panel (FACP) and associated devices in the NF building is a legacy system, manufactured by Siemens, which has become obsolete. Siemens stopped manufacturing and supporting the legacy panels and devices in 2020. The product life cycle ended on September 30, 2020, and spare parts for repairs are no longer available. Devices for the Town's panel in the NF building that have required replacement over the last two years have been sourced through the water plant's current FACP service provider, utilizing parts that were salvaged and repurposed from other projects. This proposed contract for the new fire alarm panel will transition away from proprietary equipment, providing the Town with greater flexibility to seek competitive solicitations for routine monitoring, required quarterly and annual inspections, service calls, and repairs.

The Town solicited a Request for Proposals (RFP) to replace the fire alarm panel in the NF building, which included additive alternate bid items for one year of monitoring service, quarterly and annual inspections, and non-warranty service calls. A Selection Committee, approved by the Town Manager, consisting of three Utilities staff members, was appointed to review proposals received. On March 18, 2025, one proposal was received, opened publicly, and distributed to the individual Selection Committee members for review.

Each member of the Selection Committee independently reviewed and scored the proposal in accordance with the criteria described in the RFP, provided in Attachment 2. On April 2, 2025, the Selection Committee participated in a public meeting to discuss and present scores assigned to the proposal as documented in the meeting minutes, provided in Attachment 3. The Selection Committee identified the sole proposer, Midwest Alarm Company, Inc. (dba BCI Integrated Solutions), to be qualified and their proposal to be responsive to the RFP requirements. BCI's proposal is provided in Attachment 4 and a summary of the committee's evaluation results is provided in Attachment 5. Discussion among the Selection Committee included an interest in obtaining clarification from BCI on several statements included in their proposal before proceeding with a contract. An email was sent to BCI from a representative of the Town's Water Utility on April 4, 2025, to which BCI promptly responded, refer to attached

Attachment 6. The Selection Committee was satisfied with BCI's responses and unanimously agreed that presenting a contract to the Town Council for consideration of a contract award would be appropriate. BCI was asked by utility staff to provide a unit price for fire watch services, which BCI had originally excluded from their proposal, in the event that fire watch services are needed during the course of construction.

BCI's total base bid price to replace the existing fire alarm panel is \$118,292 and their total Additive Alternate bid price is \$13,480, resulting in a Total Bid Price of \$131,772, which is within the Town's \$200,000 budget that included contingency. Funding for this project is available and was originally appropriated in the fiscal year (FY) 2025 Water Utility Operating Budget but was recently transferred to the Utilities Water Asset Maintenance Community Investment Program (CIP) budget due to the likelihood that construction may not be completed and invoiced by the end of FY2025. Any unused funds associated with this contract in the Water Asset Maintenance CIP budget will be returned to the originating Water Enterprise fund upon final payment to BCI.

Provided this contract is awarded on May 6, 2025, it is expected that the new fire alarm panel will be installed and operational in November 2025.

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

ANALYSIS

The sealed proposal submitted by Midwest Alarm Company, Inc. (dba BCI Integrated Solutions) of Tampa, Florida on March 18, 2025, in response to the Town's public solicitation for Requests for Proposals for the NF Building Fire Alarm Panel Replacement project, was evaluated by a Selection Committee comprised of three Town staff members approved by the Town Manager. The Selection Committee's review concluded that BCI Integrated Solutions' proposal is responsive to the RFP requirements and that BCI is qualified to perform the work. BCI's total bid price, including the additive alternate bid items, is \$131,772 and adequate funding exists in the Utilities Water Asset Maintenance CIP budget to fully fund the proposed contract.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety

ATTACHMENTS

1. Resolution No. 35-25
2. W2511 RFP for NF Building Fire Alarm Panel Replacement
3. Selection Committee Meeting Minutes
4. BCI's Proposal
5. W2511 Summary of Selection Committee Evaluation Results
6. BCI Response to Selection Committee RFI
7. W2511 Agreement with BCI Integrated Solutions

FUNDING SOURCE

Approved in Budget	\$200,000	Sources: Water Asset Maint CIP (Acct. 40150133-546073-W1290)
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For more information or copies of the attachments, please contact Haley Johnson at Haleyj@jupiter.fl.us or 561-741-2469.

RESOLUTION NO. 35-25**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT FOR NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511) WITH MIDWEST ALARM COMPANY, INC. (DBA BCI INTEGRATED SOLUTIONS).**

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

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

WHEREAS, the Town of Jupiter has solicited proposals for a contract which sets forth the scope of work and responsibilities for replacement of the fire alarm panel in the nanofiltration (NF) building at the Town's water treatment plant, including a one-year monitoring, inspection and service agreement for the new fire alarm system; and

WHEREAS, the most responsive proposal received on March 18, 2025, by the Town for the NF Building Fire Alarm Panel Replacement (W2511) was submitted by Midwest Alarm Company, Inc. (dba BCI Integrated Solutions), of Tampa, Florida, for a total bid price of \$131,772.00; and

WHEREAS, BCI Integrated Solutions' proposal for NF Building Fire Alarm Panel Replacement (W2511) was reviewed and found to be responsive to the RFP requirements and suitable for award of the proposed construction contract; and

WHEREAS, funding for replacement of the NF building fire alarm panel was appropriated in the FY2025, Water Utility Operating Budget and subsequently transferred to the Utilities Water Asset Maintenance Community Investment Program (CIP) budget

where it is currently available.

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

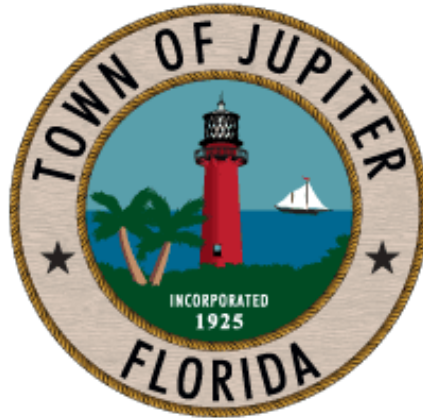
Section 1. The Contract between the Town of Jupiter and Midwest Alarm Company, Inc. (dba BCI Integrated Solutions) is hereby approved.

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, BCI Integrated Solutions shall be responsible for carrying out all responsibilities which have been established therein.

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

05/06/2025



NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)

Request for Proposals (RFP)

FEBRUARY 2025

JIM KURETSKI
MALISE SUNDSTROM
RON DELANEY
ANDY FORE
CAMERON MAY
FRANK J. KITZEROW
AMANDA Z. BARNES, P.E.

MAYOR
VICE-MAYOR
COUNCILOR
COUNCILOR
COUNCILOR
TOWN MANAGER
DIRECTOR OF UTILITIES

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TOWN OF JUPITER

REQUEST FOR PROPOSALS

Sealed proposals will only be accepted at the Town Clerk's Department, 210 Military Trail, Jupiter, Florida 33458 for:

NF Building Fire Alarm Panel Replacement (W2511)

Until **2:00 pm**, Local Time, **March 18, 2025** at which time and place all proposals received will be publicly opened and read aloud in the Community Room #108, adjacent to Town Council Chambers. Sealed proposals shall be submitted to the Town Clerk, on paper and in electronic format, in accordance with the Request for Proposals. Proposals received after the time and date specified will not be considered. The face of the envelope shall be addressed as follows:

Town Clerk, Town of Jupiter
210 Military Trail, Jupiter, FL 33458
March 18, 2025 at 2:00pm
NF Building Fire Alarm Panel Replacement (W2511)

The nature and scope of this contract is:

The Town of Jupiter is seeking proposals from qualified, experienced, and licensed contractors in the State of Florida to replace an existing fire alarm system panel and its ancillary devices with one (1) new addressable fire alarm panel and ancillary devices within the Nanofiltration (NF) membrane treatment and pretreatment buildings located at the Town of Jupiter Water Treatment Plant. The new alarm system must meet all local, state and federal regulations. Proposals shall include, but not be limited to design, permitting, fabrication, installation, labor, materials, equipment, and tools necessary to furnish, install, and test the new fire alarm system meeting the requirements of this Request for Proposals (RFP) and associated documents. Proposals shall also include as an additive alternate bid item, 24/7 monitoring, quarterly and annual inspections, and service (not including warranty repairs) for the newly installed system for a period of one (1) year from date of Substantial Completion.

A copy of the complete Request for Proposals along with detailed instructions will be available on February 19, 2025. The documents may be obtained through DemandStar at www.demandstar.com or the Town's website at <https://www.jupiter.fl.us/246/Bids-for-Town-Projects>.

A **mandatory** pre-proposal/bid meeting for the RFP for NF Building Fire Alarm Panel Replacement (W2511) will be held on **February 26, 2025 at 1:00pm** in the Utilities Administration Conference Room at the Water Treatment Plant located at 17403 Central Boulevard, Jupiter, FL 33458.

Questions concerning the RFP shall be directed to Chris McKenzie, Utility Systems Manager, by email (chrism@jupiter.fl.us). Emails should include the title of the RFP in the subject heading and be delivered with a Read Receipt request to confirm successful receipt by the Town. Clarification and changes to the bid documents

will be made by addendum through www.Demandstar.com. Questions received less than three (3) business days from the deadline for proposal submissions are not guaranteed to be answered.

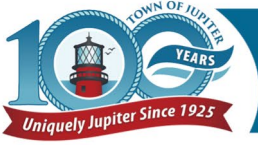
A public selection committee meeting for the NF Building Fire Alarm Panel Replacement (W2511) RFP will occur on April 2, 2025 at 1:00pm in the Utilities Administration Conference Room at the Water Treatment Plant located at 17403 Central Boulevard, Jupiter, FL 33458.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all proposals. The Town of Jupiter is an equal opportunity employer.

By Order of the Town Council, Town of Jupiter

Laura E. Cahill, Town Clerk

PUBLISHED: Palm Beach Post on February 16, 2025



WATER AND STORMWATER UTILITIES

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

ISSUED: MARCH 4, 2025
PROJECT TITLE: NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)
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:

GENERAL

MEETING MINUTES

ADD the Pre-RFP Meeting Minutes and Sign-in Sheet included with this addendum to the RFP Documents.

VENDOR QUESTIONS

Question 1: Will Floor plans be provided?

Answer 1: Floor Plans and/or CAD drawings will not be provided through Demandstar during the RFP process. The Awarded Contractor may request them after the Award of Contract. RFP respondents that attended the Mandatory Pre-RFP Meeting may contact Chris McKenzie to request an additional site visit.

Question 2: Can you provide existing wire type and gauge?

Answer 2: Wire Type and gauge is listed on the one-line diagram and power schedule provided in Appendix A of the RFP documents.

Question 3: Does the TOJ have lifts available?

Answer 3: No, the Awarded Contractor will be responsible to provide their own means necessary to access work above finish floor elevations. The Awarded Contractor is responsible to protect the finish floor coating when utilizing manlifts, ladders or scaffold systems.

Question 4: Will the TOJ pay and coordinate any required trades during construction, system testing and start-up phase such as Fire Sprinkler and HVAC?

Answer 4: No, the Awarded Contractor will be required to coordinate and provide for all required trades throughout the project.

Question 5: Can the most recent Annual Inspection be provided?

Answer 5: Yes, the Town will provide the most recent annual inspection with this Addendum.

Question 6: Are all isolation modules shown on the riser diagram required to be installed?

Answer 6: Yes, the system is intended to be a like kind replacement and the quantity of devices should replicate the riser diagram.

Question 7: What degree of Non-Proprietary system is required?

Answer 7: The intent of the project is to obtain installation of a Non-Proprietary FACP System that is considered "Open-Source" that can be serviced and programmed by multiple companies. Equipment manufacturers with Proprietary or Semi-Proprietary sources for service, programming or replacement equipment will not be considered Non-Proprietary. The Owner will determine if a system is Proprietary or Non-Proprietary.

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TOWN OF JUPITER UTILITIES DEPARTMENT

NF BUILDING FIRE ALARM PANEL REPLACEMENT

(W2511)

PRE-RFP MEETING MINUTES

FEBRUARY 26, 2025 1:00 PM

A pre-Request for Proposals meeting was held at the Town of Jupiter Water Treatment Facility for the above referenced project on the date and time indicated above. Attendance at this meeting is a mandatory requirement for submitting a Proposal. The meeting started at 1:00 PM.

1. SIGN IN SHEET

- A. Attendees were reminded to complete the sign-in sheet.
- B. An addendum will be issued via Demandstar.com to include these meeting minutes and the pre-RFP meeting attendee sign-in sheet.

2. INTRODUCTION OF ATTENDEES

TOWN OF JUPITER – OWNER

Name	Title
Chris McKenzie	Utilities Systems Manager

CONTRACT ADMINISTRATION

- A. The Town of Jupiter will administer the contract throughout the duration of the project.

3. DEMANDSTAR

- A. The Town reviewed the process for obtaining RFP documents.
- B. RFP documents are available through www.DemandStar.com. Instructions for obtaining the plans and specifications from www.DemandStar.com are within in the Request for Proposals and the Instructions for Proposers in the RFP Documents for the project.
- C. Proposers do not need to be a member of DemandStar to obtain RFP documents. RFP documents can be viewed and downloaded by registering for a free agency subscription for the Town of Jupiter at www.DemandStar.com
- D. Proposers are responsible to obtain complete sets of RFP Documents. Complete sets of RFP Documents shall be used in preparing Proposals. The Town assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.
- E. All Addenda for this RFP will be issued through DemandStar.

4. RFP OPENING

- A. Sealed Proposals must be delivered to the Town of Jupiter, Town Clerk, at 210 Military Trail, Jupiter, FL 33458 before and up to **2:00pm on March 18, 2025**. Proposals received after this time will not be accepted. Proposals will be publicly opened and read aloud in Community Room #108.

5. QUESTIONS CONCERNING THE RFP

- A. All questions concerning the RFP shall be directed to Chris McKenzie in writing by email (chrism@jupiter.fl.us). Questions delivered by email should contain the name and number of the Project/RFP in the subject heading of the email and be sent with a read receipt to ensure successful receipt of the email by the Town. Clarification and changes to the RFP documents will occur by addendum through www.DemandStar.com, if needed.
- B. Questions received less than three days prior to the RFP Opening date may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- C. Proposers shall report any conflicts, errors, or discrepancies in the RFP Documents, immediately in writing to Chris so that clarification or interpretation can be provided.

6. INSURANCE

- A. Proposer must submit evidence of insurance with their RFP as described in the RFP Proposal under Contractor Safety Qualification Form.
- B. When the Successful Proposer delivers the executed Agreement to Owner, it shall be accompanied by the required Certificates of Insurance.

7. PROPOSAL EVALUATION AND AWARD

- A. The Town anticipates awarding one (1) contract to the Proposer determined by the Selection Committee, as a result of their proposal, to be the most qualified to meet the Town's needs for the proposed scope of work. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract/agreement is not binding until proposals are reviewed and accepted by the Town and a written contract/agreement is approved by the Town Council and executed between the Town and the successful Proposer.

8. CONTRACTOR QUALIFICATIONS

- A. Proposer must be a State of Florida certified unlimited electrical contractor or licensed fire alarm contractor authorized to do 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. Proof of same must be provided in Item G, Completeness of Proposal. (Limit response to two pages)

9. CONTRACT DURATION

- A. The contract durations are as follows:
- Substantial Completion 120 calendar days from Notice to Proceed
 - Final Completion: 150 calendar days from Notice to Proceed
- B. Contract durations include time for the contractor to make submittals for materials and equipment for the project to Owner, receive approval of submittals from Owner, obtain permits and perform the work, conduct testing, complete restoration, provide close out documents, complete punch list items, and complete all other work contemplated by the contract documents and necessary to provide a complete project.

- C. The Contract does contain provisions for liquidated damages if the Contract completion dates are not achieved.
- D. It is anticipated that a recommendation for award will be made to the Jupiter Town Council in May of 2025, followed by issuance of a Notice to Proceed in June 2025.

10. PERMITS

- A. Contractor is responsible to obtain all permits necessary to complete the Work of this contract. The Contractor is responsible to perform the Work in accordance with all permit conditions. The following permits will be required:
 - 1. Lock-Out/Tag-Out: If Lock-Out/Tag-Out permit is required, please contact Chris McKenzie before beginning.

11. PROJECT ADMINISTRATION

SHOP DRAWINGS AND SUBMITTALS

- A. Contractor is responsible to provide shop drawing submittals for Owner's approval prior to ordering materials.
- B. Contractor should anticipate a 14-day turn around for review of shop drawing. Although the Owner will endeavor to return submittals sooner if possible.

WORK HOURS

- A. Normal work hours under this Contract are 8:00 a.m. and 4:00 p.m. EST, Monday through Friday. No work may be performed outside of normal work hours without prior approval from the Town, unless otherwise required by the Contract Documents.
- B. Work requiring Town inspection shall be limited to Monday-Friday, 8:00 am – 4:00 pm unless previous arrangements are made with Owner.
- C. Work is not permitted on Saturdays, Sundays, Federal holidays or Town of Jupiter observed holidays.
- D. If work does occur after hours without prior arrangements being made with Owner, Contractor shall reimburse Owner for expenses incurred by Owner, via deductive change order(s) to the Contract, for Town staff overtime resulting from the work performed outside of normal work hours. Such expenses shall be a subsidiary obligation of the Contractor, and no extra payment shall be made by the Owner on account of such overtime work.

SITE ACCESS AND USE

- A. The NF Building is located on Town property at 17403 Central Blvd.
- B. Contractor may stage equipment and supplies within the NF Building.

IDENTIFICATION OF WORKERS

- A. All workers and subcontractors conducting work under this Contract should wear a form of identification, identifying them with the company for whom they work.
- B. Identification can be in the form of a construction hard hat, shirt, badge, etc. Shirts are preferable.
- C. Workers are expected to stay within the project work areas. Workers found to be wandering around the site will be brought to the attention of the Contractor Superintendent and may be asked to leave the site by the Town.

12. PROJECT DESCRIPTION

- A. The Town of Jupiter is seeking proposals from qualified, experienced, and licensed contractors in the State of Florida to replace an existing fire alarm system panel and its ancillary devices with one (1) new

addressable fire alarm panel and ancillary devices within the Nanofiltration (NF) membrane treatment and pretreatment buildings located at the Town of Jupiter Water Treatment Plant. The new alarm system must meet all local, state and federal regulations. Proposals shall include, but not be limited to design, permitting, fabrication, installation, labor, materials, equipment, and tools necessary to furnish, install, and test the new fire alarm system meeting the requirements of this Request for Proposals (RFP) and associated documents. Proposals shall also include as an additive alternate bid item, 24/7 monitoring, quarterly and annual inspections, and service (not including warranty repairs) for the newly installed system for a period of one (1) year from date of Substantial Completion.

13. OTHER ITEMS OF DISCUSSION

- A. An addendum will be issued via Demandstar.com to include these meeting minutes and the pre-RFP meeting attendee sign-in sheet.
- B. A site visit to the NF Building was conducted after the meeting for any attendees who wished to visit the sites.
- C. Questions asked during the meeting:
 - 1. Will Floor plans be provided? **This will be answered within Addendum 1.**
 - 2. Are Cad Drawings available? **This will be answered within Addendum 1.**
 - 3. Can you provide existing wire and type and gauge? **This will be answered within Addendum 1.**
 - 4. Does the TOJ have lifts available? **This will be answered within Addendum 1.**
 - 5. Will the TOJ coordinate and pay separately for other trade required when performing final testing and permit closeout requirements (HVAC, Fire Suppression etc.) **This will be answered within Addendum 1.**
 - 6. Can the most recent annual inspection report be provided? **This will be answered within Addendum 1.**
- D. Questions asked during the site visit:

END OF PRE-RFP MEETING MINUTES

cc: DemandStar as Part of Addendum 1
W2511 Meeting Minutes File
All Attendees



**TOWN OF JUPITER
UTILITIES DEPARTMENT**

NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)

**PRE-RFP SIGN-IN SHEET
FEBRUARY 26, 2025 1:00PM**

	Name	Company Name	Phone Number	Email Address
1.	Chris McKenzie	Town of Jupiter	561-741-2605 (O)	chrism@jupiter.fl.us
2.	MIKE SIMMONS	BCT	443 324-1365	MSIMMONS@BCTFL.NET
3.	Bob Tigges	FARMER + IRWIN	561-512-1201	RTIGGES@FANDICORP.COM
4.	Mike Wilson	EVERON	561-379-5799	MICHAELWILSON2@EVERONSOLUTIONS.COM
5.	Bruce Cadovius	General security	954-829-1329	bruce.cadovius@gensecurity.com
6.	Norman Hodge	Johnson Controls	954-329-4535	norman.hodge@jci.com
7.				
8.				
9.				
10.				



CUSTOMER NAME: Jupiter Utilities Water Plant
BUILDING NAME: Nano Filtration
BUILDING ADDRESS: 17403 S Central Blvd, JUPITER, FL, 33458 8814, US
INSPECTION TYPE: Fire Alarm v2
FREQUENCY: Annual
WORK ORDER: 55520898
INSPECTION START DATE: 12/15/2023
INSPECTION END DATE: 12/15/2023

INSPECTOR: Antoine Williams
INSPECTOR LICENSE: EF20000980
ACCOUNT NAME: Johnson Controls North America
OFFICE ADDRESS: 1830 Park Lane South, Jupiter, Florida 33458
OFFICE PHONE: (561) 277-4140
OFFICE LICENSE: EF20000980
TIMEZONE: GMT-05:00

FIRE ALARM INSPECTION REPORT

DEVICE DEFICIENCIES

No device deficiencies in this inspection.

INSPECTION RESULTS SUMMARY

DEVICE TYPE	INVENTORY COUNT	PASSED	FAILED	CANNOT INSPECT
Battery	5	5	0	0
Beam Detector	6	6	0	0
Duct Detector	5	5	0	0
Heat Detector	2	2	0	0
Panel	1	1	0	0
Pull Station	12	12	0	0
Smoke Detector	27	27	0	0
Horn/Strobe	31	31	0	0
Strobe	7	7	0	0
TOTAL	96	96	0	0

Panels/Initiating Devices

INSPECTION RESULTS SUMMARY

DEVICE TYPE	INVENTORY COUNT	PASSED	FAILED	CANNOT INSPECT
Battery	5	5	0	0
Beam Detector	6	6	0	0
Duct Detector	5	5	0	0
Heat Detector	2	2	0	0
Panel	1	1	0	0
Pull Station	12	12	0	0
Smoke Detector	27	27	0	0

FACP PANELS

#	LOCATION	DESCRIPTION	MANUFACTURER	MODEL	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Siemens FS-250	Siemens	FS-250	Panel	—	Antoine Williams	12/15/2023	Passed
Is the panel in a normal condition at the start of the inspection?									Yes
Alarm, Supervisory, and Trouble Signals (Inputs)									Yes
Circuit Supervisory (Including Opens, Shorts & Ground Faults)									Yes
Alarm verification sequence verified									Yes
POWER SUPPLY SUPV - LOSS OF AC POWER/BATTS									Yes
Fuses/Lamps/LED Tested & Verified									Yes
INTERFACE EQUIP VERIFICATION OF REQUIRED SIGNALS									Yes
MAIN POWER SUPPLY TESTED UNDER FULL LOAD									N/A
AMPLIFIER/TONE GENERATORS VERIFIED									Yes
CALL-IN SIGNAL SILENCE - VISUAL & AUDIBLE									Yes
OFF-HOOK INDICATOR VERIFIED									Yes
PHONE JACKS									Yes
PHONE SETS VERIFIED									N/A
SYST PERF- 5 HANDSET QUALITY & CLARITY VERIFIED									N/A
DOOR HOLDERS									N/A
REMOTE ANNUNCIATOR(S) - OPERATION/VERIFICATION									Yes
INITIATING DEVICES TEST									Yes
ELEVATOR RECALL FUNCTION & SHUNT TRIP OPERATION									N/A
HVAC SHUT DOWN									Yes
MASTERBOX / CENTRAL STATION CONNECTION TESTED									Yes
MASTERBOX / CENTRAL STATION ACCOUNT #									UL2691
ALARM NOTIFICATION APPLIANCES TESTED									Yes
MULTIPLEX COMMUNICATIONS TESTED									Yes
Primary Power- Nominal Voltage									120
Primary Power- Amps									20
Primary Power- Location									Main electrical room
Primary Power- Overcurrent Protection Type/Amps									20
Disconnecting means location									Panel LP 1 circuit breaker 34

Panels/Initiating Devices

BATTERIES							
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Nac panel 1	Battery	—	Antoine Williams	12/15/2023	Passed
Quantity (Enter 2 if answering for a set)							2
Amp hour rating							7
Visual Inspection							Pass
Has the Alarm Equipment or Battery Manufacturer's Replacement Date Been Exceeded?							Pass
Manufacturer Date Code							Duracell 1-18 -2022 pass
Voltage with charger							Pass
Voltage without charger							Pass
Load Voltage Test							Pass
* 100% Load Test on Both Batteries.							
Load Voltage Test Results (%)							Right battery = 100% Load Test. Pass. Left battery = 100% Load Test. Pass.
2	—	Nac panel 2	Battery	—	Antoine Williams	12/15/2023	Passed
Quantity (Enter 2 if answering for a set)							2
Amp hour rating							7
Visual Inspection							Pass
Has the Alarm Equipment or Battery Manufacturer's Replacement Date Been Exceeded?							Pass
Manufacturer Date Code							061820-LD Installed 9/ 22/20 MF 6/18/20
Voltage with charger							Pass
Voltage without charger							Pass
Load Voltage Test							Pass
* 100% Load Test on Both Batteries.							
Load Voltage Test Results (%)							Right battery = 100% Load Test. Pass. Left battery = 100% Load Test. Pass.
3	—	Nac panel 3	Battery	—	Antoine Williams	12/15/2023	Passed
Quantity (Enter 2 if answering for a set)							2
Amp hour rating							7
Visual Inspection							Pass
Has the Alarm Equipment or Battery Manufacturer's Replacement Date Been Exceeded?							Pass
Manufacturer Date Code							061820-LD installed 9/ 22/20 MF 6/18/20
Voltage with charger							Pass
Voltage without charger							Pass
Load Voltage Test							Pass
* 100% Load Test on Both Batteries.							
Load Voltage Test Results (%)							Right battery = 100% Load Test. Pass. Left battery = 100% Load Test. Pass.

Panels/Initiating Devices

BATTERIES

#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
4	—	Node 4	Battery	—	Antoine Williams	12/15/2023	Passed
Quantity (Enter 2 if answering for a set)							2
Amp hour rating							7
Visual inspection							Pass
Has the Alarm Equipment or Battery Manufacturer's Replacement Date Been Exceeded?							Pass
Manufacturer Date Code							Duracell Install date = 1-18-2022 Manufacturer # HEG0521
Voltage with charger							Pass
Voltage without charger							Pass
Load Voltage Test							Pass
* 100% Load Test on Both Batteries.							
Load Voltage Test Results (%)							Right battery = 100% Load Test. Pass. Left battery = 100% Load Test. Pass.
5	—	Siemens battery panel	Battery	—	Antoine Williams	12/15/2023	Passed
Quantity (Enter 2 if answering for a set)							2
Amp hour rating							12
Visual inspection							Pass
Has the Alarm Equipment or Battery Manufacturer's Replacement Date Been Exceeded?							Pass
Manufacturer Date Code							111620-HK power sonic no install date
Voltage with charger							Pass
Voltage without charger							Pass
Load Voltage Test							Pass
* 100% Load Test on Both Batteries.							
Load Voltage Test Results (%)							Right battery= 100% Load Test. Pass. Left battery= 100% Load Test. Pass.

SMOKE DETECTORS

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	1st Floor A/C Mech Room	1016	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
2	—	1st Floor Electrical Room	1052	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered

Panels/Initiating Devices

SMOKE DETECTORS								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
3	—	1st Floor FACP Room	1051	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
4	—	1st Floor pre-treatment Room	1017	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
5	—	1st Floor process Room Hallway	1057	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
6	—	1st Floor process Room Hallway	1061	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
7	—	2nd Floor Electrical Room	1053	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
8	—	3rd Floor Electrical Room	1054	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
9	—	4th Floor Electrical Room	1055	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered

Panels/Initiating Devices

SMOKE DETECTORS

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
10	—	Basement center	1119	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
11	—	Basement center	1110	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
12	—	Basement center	1111	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
13	—	Basement North	1116	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
14	—	Basement North	1115	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
15	—	Basement North	1117	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
16	—	Basement North	1114	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
17	—	Basement North	1113	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered

Panels/Initiating Devices

SMOKE DETECTORS								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
18	—	Basement South	1109	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
19	—	Basement South	1112	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
20	—	Basement South	1108	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
21	—	Basement South	1107	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
22	—	Basement Southeast	1106	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
23	—	Basement Southeast	1104	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
24	—	Basement Southeast	1105	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
25	—	Basement Southwest	1103	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered

Panels/Initiating Devices

SMOKE DETECTORS

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
26	—	Basement Southwest	1102	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered
27	—	Basement Southwest	1101	Smoke Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Device Cleaned								Not Answered

HEAT DETECTORS

#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Nano generator Room	Heat Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only							Not Answered
2	—	Nano generator Room	Heat Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only							Not Answered

DUCT DETECTORS

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Back Bldg AHU 1	1014	Duct Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Differential Range								Not Answered
Differential Test								Not Answered
Device Cleaned								Not Answered
2	—	Back Bldg AHU 2	1012	Duct Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Differential Range								Not Answered
Differential Test								Not Answered
Device Cleaned								Not Answered



Panels/Initiating Devices

DUCT DETECTORS

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
3	—	Roof RTU 1	1150	Duct Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Differential Range								Not Answered
Differential Test								Not Answered
Device Cleaned								Not Answered
4	—	Roof RTU 2	1151	Duct Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Differential Range								Not Answered
Differential Test								Not Answered
Device Cleaned								Not Answered
5	—	Roof RTU 3	1152	Duct Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Sensitivity Range								Not Answered
Sensitivity Value								Not Answered
Differential Range								Not Answered
Differential Test								Not Answered
Device Cleaned								Not Answered

PULL STATIONS

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	1st Floor A/C Mech Room	1015	Pull Station	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
2	—	1st Floor generator room	1058	Pull Station	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
3	—	1st Floor process Room east Exit	1063	Pull Station	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
4	—	1st Floor process Room Hallway	1050	Pull Station	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
5	—	1st Floor process Room North Exit	1066	Pull Station	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
6	—	1st Floor process Room North Exit	1019	Pull Station	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered



Panels/Initiating Devices

PULL STATIONS

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
7	—	1st Floor process Room Southeast Exit	1020	Pull Station	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
8	—	1st Floor process Room Southwest Exit	1018	Pull Station	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
9	—	1st Floor South Exit	1056	Pull Station	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
10	—	Basement center stair	1100	Pull Station	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
11	—	Basement North stair	1118	Pull Station	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
12	—	Right under exit sing utldior 100 by door	—	Pull Station	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered

BEAM DETECTORS

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	1087 right outside process room	—	Beam Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
2	—	Beam detector	1082	Beam Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
3	—	Beam detector 1st floor pre treatment Bldg	1022	Beam Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
4	—	Beam detector 1st floor pre treatment Bldg	1021	Beam Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
5	—	Beam detector 1st floor pump room	1077	Beam Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
6	—	Beam detector 2nd floor pump room	1078	Beam Detector	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered

Notification Devices

INSPECTION RESULTS SUMMARY

DEVICE TYPE	INVENTORY COUNT	PASSED	FAILED	CANNOT INSPECT
Horn/Strobe	31	31	0	0
Strobe	7	7	0	0

AUDIBLE VISIBLE DEVICES W/DB

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Jupiter Utilities Water Plant Nano Filtration Building	rollup garage exit door	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
2	—	Jupiter Utilities Water Plant Nano Filtration Building	Next to nano generator room 104	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
3	—	Jupiter Utilities Water Plant Nano Filtration Building	Next to exit and hallway nano generator room	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
4	—	Jupiter Utilities Water Plant Nano Filtration Building	Next to nano electrical room 103	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
5	—	Jupiter Utilities Water Plant Nano Filtration Building	Next to nano electrical room	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
6	—	Jupiter Utilities Water Plant Nano Filtration Building	Next to nano electrical room exit door	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
7	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered

Notification Devices

AUDIBLE VISIBLE DEVICES W/DB								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
8	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
9	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
10	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
11	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
12	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
13	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
14	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
15	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered

Notification Devices

AUDIBLE VISIBLE DEVICES W/DB								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
16	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
17	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
18	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
19	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
20	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
21	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
22	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
23	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered

Notification Devices

AUDIBLE VISIBLE DEVICES W/DB

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
24	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
25	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
26	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
27	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
28	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
29	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
30	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered
31	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Horn/Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
Record Ambient DB Level								Not Answered
Record Alarm DB Level								Not Answered

Notification Devices

DEVICES

#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
2	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
3	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
4	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
5	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
6	—	Jupiter Utilities Water Plant Nano Filtration Building	—	Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered
7	—	Jupiter Utilities Water Plant Nano Filtration Building	Pre-treat electrical room # 101	Strobe	—	Antoine Williams	12/15/2023	Passed
Semi-Annual Visual Inspection Only								Not Answered

Inspector
Signature



Inspector
Name

Antoine Williams

Date

12/15/2023

Signature of
the
Administration
Receptionists



Printed name
of the
Administration
Receptionists

Andrea Thompson

Date

12/15/2023

Terms And Conditions

1. **Limitation of Liability; Limitations Of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.
2. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.
3. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this agreement, including but not limited to the Services under this agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.
4. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this agreement, to the best of Customer's knowledge there is no:
 - a. "permit confined space," as defined by OSHA, or space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of a risk of infectious disease
 - b. need for air monitoring, respiratory protection, or other medical risk
 - c. asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building
 - d. All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such conditions shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.
5. **Equipment Disconnections.** This represents Company's notice to you that the system(s)/device(s) listed on the face of this agreement as temporarily or permanently disconnected are no longer in service and, thus, cannot detect, perform and/or report
6. **General.** Unless otherwise specified, work shall be performed during company's regular business hours,, exclusive of Saturdays, Sundays and Company holidays. All work is subject to review and rebilling in accordance with the terms and conditions of Customer's agreement/contract with Company, if one is in effect. Company shall not be responsible for failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. Customer is aware that the Limitation of Liability and other provisions set forth in any existing agreement/contract, if one is in effect, or set forth above, apply to services performed and materials supplied. The terms of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions in any purchase order or other document submitted by Customer.

DEVICE NOTE IMAGE APPENDICES

PART I – GENERAL REQUIREMENTS

1.1 DEFINITIONS

For the purpose of this Request for Proposals (“RFP”), Proposer shall mean contractor, respondent, organization, firm, or other person submitting a response to this Request for Proposals.

1.2 REQUEST FOR PROPOSALS: PURPOSE

The Town of Jupiter is seeking proposals from qualified, experienced, and licensed contractors in the State of Florida to replace of an existing fire alarm system panel and its ancillary devices with one (1) new addressable fire alarm panel and ancillary devices within the Nanofiltration (NF) membrane treatment and pretreatment buildings located at the Town of Jupiter Water Treatment Plant. The new alarm system must meet all local, state and federal regulations. Proposals shall include, but not be limited to design, permitting, fabrication, installation, labor, materials, equipment, and tools necessary to furnish, install, and test the new fire alarm system meeting the requirements of this Request for Proposals (RFP) and associated documents. The scope of services under this contract shall also include as an additive alternate bid item, 24/7 monitoring, quarterly and annual inspections, and service (not including warranty repairs) for the newly installed system for a period of one (1) year from date of Substantial Completion. Interested Proposers must have at least 5 years’ experience with fire alarm panel design and installation, provide sufficient qualified staff to complete the work in a timely manner, furnish equipment, materials, supplies and labor necessary to complete the work of the proposed contract as described in the RFP documents.

1.3 PROPOSAL SUBMISSION AND WITHDRAWAL

Sealed proposals shall be submitted at the time and place indicated in the advertised Request for Proposals, or subsequent addenda, if any, and shall be enclosed in a sealed package marked with the RFP title, name and address of the Proposer.

The face of the sealed envelope shall be addressed as:

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

RFP Opening: March 18, 2025 at 2:00 pm
NF Building Fire Alarm Panel Replacement (W2511)

The package shall also include the Proposer’s return mailing address.

Qualified Proposers shall submit one (1) original and three (3) bound copies of their proposals in a sealed, opaque package marked as noted above. The package must also include a USB flash drive containing one (1) digital version of the proposal in pdf format. The digital version must be identical to the original proposal and should be provided as a single pdf file. All copies shall be on 8 ½” x 11” plain white paper, typed, with tabs separating each section. Proposals must be signed by a duly authorized official(s) of the proposing firm. Proposals will not be considered responsive unless it is established that all contractual responsibility rests solely on one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity or individual responsible for execution of the proposed contract with the Town. Each proposal shall state that it is effective for a period of not less than 120 days from the date of receipt.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening of proposals. Proposers may withdraw their proposals in person or through an authorized representative.

Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal.

Proposals, once opened, become the property of the Town and will not be returned to the Proposers. Upon opening, proposals become “public records” and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town Clerk’s Office at Town Hall, 210 Military Trail, Jupiter, Florida prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561)746-5134, before proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1.4 CONTRACT AWARDS

The Town anticipates awarding one (1) contract to the Proposer determined by the Selection Committee, as a result of their proposal, to be the most qualified to meet the Town’s needs for the proposed scope of work. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract/agreement is not binding until proposals are reviewed and accepted by the Town and a written contract/agreement is approved by the Town Council and executed between the Town and the successful Proposer.

A standard Town of Jupiter agreement is included with this RFP. The agreement will form the basis of the contract between the successful proposer and the Town. Proposers must indicate in their sealed proposal any variances or exceptions they take to this RFP and/or the Town’s standard agreement/contract. At the Town’s sole discretion, the agreement/contract may be modified during contract negotiations with the successful Proposer. If variations are not stated in the sealed proposal, it shall be implied that the proposal fully conforms to the requirements of the RFP including the standard agreement/contract.

The Town reserves the right to reject all proposals, to waive any informality, and to solicit and re-advertise for other proposals.

1.5 TENTATIVE SCHEDULE

The tentative review and selection schedule is as follows and may be amended at the Town’s sole discretion.

February 16, 2025	Advertisement Date (Palm Beach Post)
March 18, 2025	Proposal Deadline
March 18 – April 2, 2025	Evaluation of Proposals by Selection Committee
April 2, 2025	Selection Committee Public Meeting
April 2 – April 16, 2025	Contract Negotiations and Contract Signing
May 6, 2025	Recommendation of Contract Award to Town Council
May 7, 2025 – May 21, 2025	Final Contract Execution
June 2, 2025	Commence Contract Services

1.6 DEVELOPMENT COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer’s ability to meet the requirements of the RFP.

1.7 INQUIRIES

The Town will not respond to oral inquiries. Proposers must submit all inquiries related to this RFP in writing by email to Chris McKenzie, Utility Services Manager, at chrism@jupiter.fl.us.

Email inquiries must include *NF Building Fire Alarm Panel Replacement (W2511)* in the subject heading of the email. Email inquiries not responded to within three business days shall be followed up by telephone to 561-741-2605.

The Town will respond to written inquiries if received at least three (3) working days prior to the date scheduled for the proposals to be submitted.

Changes to the RFP documents, if needed, will be made by written addenda. If addenda are issued, they will be issued via demandstar.com.

1.8 DELAYS

The Town may delay scheduled due dates if it is in their best interest. The Town will notify Proposers of all changes in scheduled due dates by written addenda via Demandstar.com.

1.9 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the Town as non-responsive or irregular. However, the Town reserves the right to waive any irregularities, technicalities or informalities in any proposal. The Town reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Town of Jupiter or who have failed to perform faithfully any previous contract with the Town of Jupiter or with other governmental jurisdictions. The Town reserves the right to reject any or all proposals without cause.

1.10 ADDENDA

The Town will make revisions to the RFP documents in the form of written addenda, as needed prior to the RFP submission deadline. If addenda are issued, they will be issued via DemandStar.com. Responses pointing to information already included in the RFP documents or prior addenda will not be included in an addendum.

It is the sole responsibility of the Proposer to review DemandStar.com to ascertain whether any addenda have been issued and to obtain all issued written addenda. Failure to do so may result in an unresponsive proposal. Oral explanations given prior to receipt of Proposals are not binding.

All Proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies must be brought to the attention of the Town through written communication, consistent with paragraph 1.7 above, prior to the Proposal submission deadline.

1.11 EQUAL OPPORTUNITY

In connection with this proposal, the proposer shall not discriminate against any employment or applicant for employment because of race, color, religion, sex, national origin, age, marital status, handicapped or disadvantage person, or veteran. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other form of compensation and selection for training, including apprenticeship.

The Town recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women's business enterprises. The Town requests minority and women's business enterprises to submit evidence of such classification with their proposals.

The Proposer shall furnish all necessary information and reports and shall permit access to its books, records and accounts by the Town of Jupiter for purposes of investigation to ascertain compliance with the non-discrimination/minority business provisions of any resultant contract.

1.12 INSURANCE AND OTHER BONDS

Article 6.0 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Insurance, Performance and Payment Bonds. When the Successful Proposer delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security and Certificates of Insurance.

Before commencement of Work under this contract, Contractor shall record with the Palm Beach County Clerk of Court and provide to Owner the recorded Combined Payment and Performance Bond, in the form provided herein.

1.13 PUBLIC ENTITY CRIME STATEMENT

The Proposer, by submission of their proposal and execution of any resultant contract, acknowledges and attests that, neither the employees of Proposer nor any of its suppliers, sub-CONTRACTORS or affiliate who shall perform work which is intended to benefit the Town of Jupiter, 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 Proposer further understands and acknowledges that by submission of their proposal and execution of any resultant contract, the contract shall be null and void, and/or that this contract is subject to immediate termination by the Town of Jupiter, for any misstatement or lack of compliance with the mandates of said statute. The Town of Jupiter, in the event of such termination, shall not incur any liability to the Proposer for any work or materials furnished.

1.14 PERIOD OF PERFORMANCE

The period of performance of any work shall commence on the effective date of the Notice to Proceed and continue until the completion of all contractual obligations by the parties. The contract term may be changed only by written Change Order or written amendment. Unless extended or terminated, the term of performance of this contract shall commence on the date of Notice to Proceed and continue for a period of one hundred twenty (120) calendar days for Substantial Completion and one hundred fifty (150) calendar days for Final Completion.

Regardless of anything to the contrary, this Contract may be terminated by the Town at any time and for any reason. Further, the successful Proposer agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.

1.15 DISCRIMINATION

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under contract with any public entity, and may not transact business with any public entity.

1.16 PATENT FEES, ROYALTIES, AND LICENSES

If the Selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Selected Proposer and his surety shall indemnify and hold harmless the Town from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the Town from any cost, expense, royalty or damage which the Town may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.17 FAMILIARITY WITH LAWS

The Selected Proposer are assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of a Selected Proposer shall in no way relieve it from any responsibility to comply with the law.

1.18 TAXES

Proposers are responsible including in their price proposal all applicable sales and use taxes required for them to complete the work under this contract.

1.19 REUSE OF DOCUMENTS

All documents prepared under authority of this Project, shall become the property of the Town of Jupiter. All documents prepared are subject to reuse by the Town in accordance with the provisions of S.287.055, Florida Statutes.

1.20 AUDIT RIGHTS

The Owner reserved the right to audit the records the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Proposer shall allow the Owner to inspect, examine and review the records of the successful Proposers in relation to this Contract at any and all times during normal business hours during the term of the Contract.

1.21 INSPECTOR GENERAL OF PALM BEACH COUNTY

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 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.

1.22 PUBLIC RECORDS

This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

1.23 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

The Town of Jupiter encourages and agrees to the Successful Proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the Successful Proposer.

1.24 CONE OF SILENCE, Sec. 2-355. Cone of Silence

Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

Any person or person's representative seeking an award from such competitive solicitation; and

Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, CONTRACTOR, lobbyist, or any actual or potential subcontractor or CONTRACTOR of the person.

The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Contract negotiations during any

public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

1.25 E-VERIFY REGISTRATION AND USE

Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

Subcontractors –

- (i) 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.
- (ii) 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. (Refer to Bid Proposal forms)
- (iii) 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.

Contractor 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.

Failure to comply with this provision is a material breach of the Agreement, and shall result in 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.

1.26 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the Town from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the Town with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The Proposer, by its response to this RFP, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that Proposer is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

The Town reserves the right to terminate this Contract if the Proposer is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The Town, in the event of such termination, shall not incur any liability to the Proposer for any work or materials furnished.

1.27 SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the Town from entering in to an Agreement with a Proposer that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

The Proposer, by its response to this RFP, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

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

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PART II – STATEMENT OF WORK

2.1 INTRODUCTION

With this Request for Proposals (RFP), the Town of Jupiter (“Town”) is soliciting proposals from qualified and experienced State of Florida certified unlimited electrical contractors or licensed fire alarm contractors to replace an existing fire alarm system within the Nanofiltration (NF) membrane treatment building located at the Town’s Water Treatment Plant (WTP). It is the intention of the Town to award a contract to the most qualified Proposer who will best serve the interests of the Town.

2.2 SCOPE OF SERVICES

The Contractor shall provide all labor, materials, supplies, equipment, tools, transportation, shop facilities and any other requirements necessary for the replacement of an existing addressable fire alarm system including but not limited to: removal and disposal of the existing Siemens FS-250 Fire Alarm System components, including all ancillary equipment and devices (fire alarm panel, smoke detectors, duct detectors, heat detectors, beam detectors, pull stations, notification devices, device bases, annunciator panel(s), and all others), design, permitting, fabrication, and installation of one (1) non-proprietary new addressable fire alarm (FA) panel with all ancillary equipment and devices necessary to meet applicable local, state, and federal codes, rules, regulations. New fire alarm control panel (FACP) and system shall be manufactured by one of the following: Honeywell Fire-Lite ES, Edwards Signal, Mircom, Silent Knight control panel or approved equal. The scope of services under this contract shall also include as an additive alternate bid item, 24/7 monitoring, quarterly and annual inspections, and service (not including warranty repairs) for the newly installed system for a period of one (1) year from date of Substantial Completion. The existing fire alarm panel is located within the Town’s Nanofiltration (NF) membrane treatment building at the Town’s Water Treatment Plant (WTP), 17403 Central Boulevard, Jupiter, FL 33458. Ancillary equipment is located in the NF building and the NF pretreatment building. Interested proposers must be certified unlimited electrical contractors or fire alarm contractors licensed in the State of Florida to perform the work required, have at least 5 years’ experience in design, permitting, fabrication, installation, and testing of fire alarm panels and systems, provide sufficient qualified staff to complete the scope of work contemplated in a timely manner, provide the necessary materials, equipment, tools and supplies to complete the work described in the RFP documents.

2.3 TOWN PROVIDED DOCUMENTATION

The following documents are provided in the Appendices:

- Panel Schedules and Riser Diagrams

The Town will provide the following documentation to the Contractor of Award:

- Floor plans with equipment and system locations
- Existing fire alarm system riser and drawings
- Outbuilding drawings

2.4 RESPONSIBILITIES OF CONTRACTOR OF AWARD

1. Removal and disposal of the existing Siemens FS-250 fire alarm panel and system components.
2. Design and installation of new non-proprietary addressable fire alarm system in accordance with the latest edition of NFPA 72 National Fire Alarm and Signaling Code (2025), NFPA 70 National Electric Code NEC (2023), NFPA 101, Life Safety Code (2021), Florida Building Code (2024) and other applicable local, state, federal codes.
3. Demolition of existing system and installation of new system.

- All work must be performed so that the NF building and NF pretreatment building are never without a functioning fire alarm system or work must be scheduled with Town staff to minimize fire protection system outages that will require the Water Plant to go into a “fire watch” condition.
 - Contractor will be responsible to coordinate fire alarm system outages with Palm Beach County Fire Rescue (PBCFR). Contractor shall staff the building with qualified personnel during any fire watch condition resulting from the work of the contract.
 - Existing conduits and cabling are to remain in place and be reused by the installing contractor.
 - Any and all additional devices that are required to satisfy any new or updated NFPA, NEC, OSHA, Florida Building, or other applicable codes will be the responsibility of the contractor to provide, including but not limited to devices, raceways, power and communications requirements, and any other items needed for a complete operational system.
 - Contractor is responsible to ensure the existing pre-action system is updated and integrated with the new system proposed to be installed.
4. Provide all required documents, calculations, and drawings signed and sealed by a Professional Engineer, licensed in the State of Florida as may be required for system design and permitting. Include proposed equipment specifications, cut sheets, and other documentation, in sealed proposals, as Exhibit A.
 5. Provide a complete and detailed project schedule within fourteen (14) days after Notice to Proceed. The schedule shall include anticipated fire alarm outages. Schedule updates shall be provided on a monthly basis, or as often as the schedule changes.
 6. The Contractor shall be responsible for obtaining all permits required by Federal, State, County and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications, inclusive of permit fees, inspection fees, re-inspection fees, etc.
 7. Contractor shall provide all labor, supervision, materials, equipment, and tools necessary to perform and provide a complete and operational fire alarm system.
 8. Contractor shall have a designated, responsible construction superintendent on-site, while the work is being performed, to provide necessary supervision of the work and liaison with Town staff.
 9. Contractor is responsible for the safety and protection of all Contractor’s equipment, materials, and personnel while on Town property. Required insurance shall be provided.
 10. The Contractor and/or employees shall be professional in action and appearance, properly identified/uniformed while on Town property. It is the Town’s expectation that Contractor’s staff and subcontractors will be courteous and respectful during the performance of their work and while on Town property.
 11. Contractor and its subcontractor(s) shall perform all work in an orderly and professional manner. Maintain clean work areas for the safety of Town staff also working on site. Clean up work areas at the end of each work day. Dispose of debris at the end of each workday.
 12. Contractor shall maintain site security to Town standards in accordance with Section 2.7 below during the course of project.
 13. Contractor shall be responsible for any false alarm charges that may occur as a result of their work.
 14. Contractor will be responsible to correct, repair, or replace any damage(s) to Town property or the proposed improvements resulting from their work, whether by error, negligence, manufacturer’s defects, etc.
 15. Contractor shall provide a milestone payment schedule for Town review and approval within fourteen (14) days after Notice to Proceed. The milestone payment schedule shall coincide with the detailed project schedule and completion of tasks.
 16. Contractor shall submit detailed and accurate As-Built/Record Drawings to the Town as a requirement for Substantial Completion of the project. Draft as-built drawings shall be submitted to the Town for review and approval prior to the contractor achieving substantial completion. Final as-builts drawings shall be provided in the form of electronic PDF and AUTOCAD as well as 3 hard copy

sets. Final payment will not be released by the Town until acceptable and final As-Built/Record Drawings are provided.

17. Provide workmanship/labor guarantee document(s). A minimum one (1) year warrantee from the date of Substantial Completion shall be provided by the Contractor for all equipment, workmanship and labor performed under this contract. Substantial Completion shall be achieved when the new fire alarm system has been tested, is operational and in service, and has achieved final inspections from Building and Fire Marshal.

2.5 TECHNICAL SPECIFICATIONS

1. Removal and Disposal

Contractor shall be responsible for the complete removal and disposal of the existing fire alarm system including but not limited to the following:

- Existing Siemens FS-250 panel and ancillary equipment are to be removed and disposed, including but not limited to fire alarm panel, smoke detectors, duct detectors, heat detectors, beam detectors, pull stations, notification devices, device bases and annunciator panel(s).
- Any part of the existing fire alarm conduit system that is abandoned shall be left in place for future building system installations.
- Any abandoned wires shall be removed from the ceiling and existing conduit systems.
- Any abandoned devices or junction boxes in concealed areas shall be covered with the appropriate UL listed plates.
- Any abandoned devices or junction boxes with exposed openings in walls or ceilings shall be covered with the appropriate UL listed plates and shall maintain building aesthetics.
- Any damage to existing walls, ceilings, floors, or other areas shall be repaired to the satisfaction of Town.

2. Design and Installation

System requirements for design, fabrication and installation of the new fully addressable fire alarm system shall include but not be limited to:

- New FACP and devices shall be sourced from one manufacturer and product line. FACP shall be manufactured by one of the following: Honeywell Fire-Lite, Honeywell Silent Knight, Edwards Signal, Mircom or owner approved equal.
- New FACP with cellular communicator(s)
- One (1) new fire alarm system annunciator panel to replace the existing panel, in the same location.
- Replacement of existing initiation and annunciation devices
- Design shall incorporate the installation of any new required devices that may be necessary to meet current NFPA code requirements.
- FACP, equipment and the installation are required to be UL listed/rated.
- System shall be able to interface with existing related fire suppression systems and pre-action system equipment for a complete functional system.
- Successful start-up and testing of the unit as well as training shall be provided upon completion of installation and permitting.
- 24/7 system monitoring, quarterly and annual inspections, and service (of non-warranty repairs) for one (1) year starting on the date of Substantial Completion.

2.6 WARRANTY

The Contractor's labor and workmanship warranty in accordance with the General Conditions shall be explicitly stated in the Contractor's proposal. Equipment shall include warranties for one (1) year from date of Substantial Completion, in accordance with the Supplementary Conditions.

2.7 JOB SITE HOURS/SITE ACCESS/SCHEDULING

1. All work shall be performed during normal work hours, Monday through Friday, 8:00 AM to 4:00 PM.
2. Prior to commencement of work, contractor shall provide a schedule of work showing when access will be required to each section of the NF membrane treatment and NF pretreatment buildings.
3. Updates or adjustments to the project schedule during the course of the project shall be submitted by the Contractor to the Town on a monthly basis or as often as a schedule change occurs.
4. Any additional access times required shall be coordinated with the Town's project manager a minimum of 48 hours in advance. Authorization must be received prior to commencement of such work.
5. The Water Treatment Plant is a secure facility with hazardous chemicals stored on site. All persons working for the Contractor under this contract shall be required to attend a WTP Safety Orientation prior to the commencement of work on site. Additionally, the Contractor's rep/foreman is required to sign in and out for the number of people on site at the WTP Offices Building at the beginning and end of each day.
6. Contractor will be issued one access badge for access on to the water plant site and into the NF and Pretreatment buildings. The badge must be returned to the Town upon project completion. Contractor will be required to provide a driver's license when requesting the badge.
7. Contractor's workers and Subcontractors must wear company identification at all times while on site and must remain in their work areas while on site.

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PART III – INSTRUCTIONS FOR PREPARING PROPOSALS

3.1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must be properly executed by the owner/principal having the authority to bind the contractor to this agreement and must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Proposers shall submit one (1) original (so marked), three (3) bound copies and one (1) electronic copy on a flash drive in a clear, concise format, on 8 ½ " x 11" paper, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, may be included with proposal as noted in Section G. under Additional Information.

3.2 PROPOSAL FORMAT

Proposals shall be organized as specified below in Items A–F.

The proposal shall start with a Letter of Transmittal: This letter should summarize in a brief and concise manner, the Proposer's understanding of the scope of work to be completed under the contract. (Limit response to one page)

- A. Qualifications/Experience of Proposer (Prime Contractor)** – Describe Proposer's organization profile, qualifications and experience with similar projects. Previous Experience and References shall be listed in Part V – Proposal Forms. Proposer must be a State of Florida certified unlimited electrical contractor or licensed fire alarm contractor authorized to do 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, proof of same must be provided in Item G, Completeness of Proposal. (Limit response to two pages)
- B. Communication** – Describe the Proposer's approach to effective communication and responsiveness to Town staff during execution of the work. Identify the Proposer's office location and how this location will be beneficial to communication and responsiveness of Services provided under this Contract. Describe the Proposer's approach to communication with regulatory agencies for obtaining permits and scheduling inspections. (Limit response to two pages)
- C. Project Approach** – Summarize concisely Proposer's understanding of the scope of services to be provided under this Contract and approach to providing the Services in an accurate, reliable, and timely manner. Include description and specifications of the equipment to be supplied and installed under this contract with explanation of how the equipment is not proprietary. Describe Proposer's approach to quality control and safety. Include Contractor Safety Qualification Form (included in the RFP Documents). (Limit response to two pages)
- D. Current Capacity and Scheduling** – Outline the anticipated workload of the Proposer and its ability to meet the completion dates of the proposed contract. Outline the Contractor's methods for ensuring schedules are met and services are performed accurately, correctly, and in a timely manner. List any reasons the Proposer anticipates the contract schedule will not be achieved. (Limit response to two pages, any work product shall be included in Item I below)
- E. Project Cost** – Provide the cost to complete the work in its entirety on the RFP Price Proposal Form (Schedule of Values) included within this RFP.
 - 1. Price Proposal Forms must be completed in ink or typed. The Unit Price and Extended Value of

each Item on the form must be provided in numerals. All price proposal forms must be filled out in their entirety. Figures must be provided for all unit prices and values. Incomplete price proposal forms will be considered non-responsive.

2. Price Proposals by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
3. Price Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
4. All names must be typed or legibly printed below the signature.
5. The Proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Price Proposal Form).
6. The email address and US Postal address to which communications regarding the Proposal are to be directed must be shown.
7. If the Price Proposal form contains alternate(s), Proposer must bid on all alternate(s), unless otherwise indicated.
8. Prices shall be shown in unit amounts, written numerical figures, and extensions (Values) whenever applicable. In the event of discrepancies existing between unit amounts and extension (Value) or totals, the written unit amounts shall govern.
9. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
10. Discounts extended to Owner shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
11. Chain discounts are not acceptable and will not be considered in determining an award. Firm prices are to be quoted for the term of the Contract.
12. Contractor warrants, by virtue of proposing, that prices, terms and conditions in the Proposal will be firm for acceptance for a period of one hundred and twenty (120) calendar days from the date of Proposal opening unless otherwise stated by the Owner.
13. The Proposal price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work and all costs of packaging, transporting and delivery to the designed location within the Owner.
14. For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated specification no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the specifications in every respect.

F. Completeness of Proposal – Include the following:

1. Letter of Transmittal
2. Proposal Submission of Items A through F: Each Proposer is required to provide the information described in items A through F as detailed above.
 - A. Qualifications/Experience of Proposer
 - B. Communication
 - C. Project Approach
 - D. Current Capacity and Scheduling
 - E. Project Cost
3. Additional Information: The Proposer may include a maximum of two additional pages containing any other information they wish.
4. Proposal Forms: Each Proposer is required to complete and execute all the forms in Part V –

Proposal Forms which are provided with this RFP, or subsequent addenda and include them in the sealed Proposal.

- Proposer's Acknowledgement and Certification
 - Price Proposal Form
 - Proposer's Questionnaire
 - Previous Experience and References
 - Contractor Safety Qualifications/Requirements
 - Contractor Safety Qualification Form
 - Non-Collusive Affidavit Form
 - Sworn Statement
 - Drug-Free Work Place Certification
 - Contractor E-Verify Affidavit, comply with F.S. 448.095 and properly execute this form.
5. Proposer's Questionnaire: Each Proposer is required to complete and submit the Proposer's Questionnaire included in this RFP.
 6. Quality Assurance and Quality Control: As an option, the Proposer may include a copy or description of their quality assurance and quality control (QAQC) program.
 7. Licenses and Contractor Documents: This section shall include copies of licenses, corporate documents, partnership agreements, insurance and other relevant legal information for the Proposer's firm.
 8. Variances to RFP – Proposers must indicate any variances to items included in this RFP that will form the basis of the Agreement (Contract). If variations are not stated in Proposer's sealed Proposal, it shall be implied that the proposal fully conforms to the requirements of the RFP including the Agreement (Contract).

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PART IV – EVALUATION OF PROPOSALS

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:

ITEM	CRITERION	POINTS
A	Qualifications and experience of Proposer on similar projects over last 5 years	15
B	Communication: Approach to maintaining good communication with Town staff, for this project, approach for limiting fire alarm system outages, and fire watch, if needed.	10
C	Project Approach: Describe the equipment/fire alarm system being proposed and the plan for implementation and execution of proposed work and quality control procedures.	20
D	Current Capacity and Scheduling: Approach to completing the project on time and within budget, suggestions for value engineering, Contractor's current and projected workload	10
E	Project Cost: Project Cost as presented on RFP Price Proposal Form/Schedule of Values.	40
F	Completeness of Proposal: Information provided as described by 3.2.F.	5
	Total Maximum Points	100

- B. Selection** – The Town will appoint a selection committee consisting of three to five members of its staff to evaluate responses. Each committee member will independently review submitted proposals, assign a score for each of the criterion above based on the proposal responses, and calculate a total score for each proposal. In order to eliminate the variation in scores between committee members, each member will use the total score calculated for each proposal to rank the proposals from high to low. The proposal with the highest point score will be assigned a ranking of one (1), and remaining proposals ranked sequentially in accordance with total point score. For example, if the Town receives five (5) proposal responses, the proposals with the highest and lowest total point scores will be assigned a ranking of one (1) and five (5), respectively.

The selection committee will hold a public meeting where each committee member will present their scores and respective rankings for the purpose of identifying the most qualified contractor(s) that meet the requirements of this RFP. The rankings provided by each committee member will be summed up, and selection of the most qualified contractor(s) will be based on the proposal(s) with the lowest combined ranking. The Selection Committee will select the most qualified contractor to proceed with contract negotiation.

- C. Negotiations** – Once the committee has ranked the contractors, Town Staff will begin to negotiate a contract with the top ranked firm as determined by the Selection Committee to be the most qualified. Upon conclusion of negotiations with the highest ranked firm, the contract will be presented to the Town Council for consideration of award. Should the Town be unable to negotiate a contract with the highest ranked firm, the Town may proceed negotiations with the next highest ranked firm and continue negotiations until an agreement is reached. Award of a contract is at the sole discretion of the Town Council. The Town reserves the right to reject all proposals, to waive any irregularities and solicit and re-advertise the contract.
- D. Cost of Preparations of Proposal** – The Town will not be responsible for any cost incurred by any Proposer in the preparation of his/her proposal.
- E. Qualifications** – Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the contract to the satisfaction of the Town, which will be evaluated on the basis of the information furnished by Proposers in their response to the RFP and must be prepared as described in Part III of the RFP.
- F. Award of Contract** – The Award of the Contract, if it is awarded, will be to the most responsive, responsible Proposer whose qualifications indicate the award will be in the best interest of the Town and whose proposal shall comply with the requirements of the Proposal Specifications. No award will be made until all necessary investigations have been made into the responsibility of the Proposer and the Town is satisfied that the Proposer is qualified to do the work.

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PART V – PROPOSAL FORMS

Proposer shall complete all portions of Part V in its entirety and insert into the appropriate sections/tabs of their sealed proposal submittal, as outlined in the Instructions for Preparing Proposals, Proposal Format.

The following is a comprehensive list of Proposal Forms included with Part V:

- Proposer Acknowledgement and Certification
- Price Proposal Form (Schedule of Values)
- Proposer's Questionnaire
- Previous Experience and References (5)
- Contractor Safety Qualifications/Requirements
- Contractor Safety Qualification Form
- Non-Collusive Affidavit Form
- Sworn Statement
- Drug-Free Work Place Certification
- Contractor E-Verify Affidavit

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PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION

Proposer Company Name: _____

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR
NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)**

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 Proposals 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 is seeking proposals from qualified, experienced, and licensed contractors in the State of Florida to replace an existing fire alarm system panel and its ancillary devices with one (1) new addressable fire alarm panel and ancillary devices within the Nanofiltration (NF) membrane treatment and pretreatment buildings located at the Town of Jupiter Water Treatment Plant. The new alarm system must meet all local, state and federal regulations. Proposals shall include, but not be limited to design, permitting, fabrication, installation, labor, materials, equipment, and tools necessary to furnish, install, and test the new fire alarm system meeting the requirements of this Request for Proposals (RFP) and associated documents. Proposals shall also include as an additive alternate bid item, 24/7 monitoring, quarterly and annual inspections, and service (not including warranty repairs) for the newly installed system for a period of one (1) year from date of Substantial Completion.

The undersigned further declares that the services required by the proposed contract will be provided within the contract times specified in the RFP for the unit prices listed below.

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PRICE PROPOSAL FORM
NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)

Proposing Company Name: _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
BASE BID ITEMS					
1	Consideration for Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
2	Bonds and Insurance (Not to Exceed 3% of Total Base Bid Price)	1	LS	\$ _____	\$ _____
3	General Conditions/Contract Administration (Not to Exceed 5% of Total Base Bid Price)	1	LS	\$ _____	\$ _____
4	Undefined Conditions Allowance	1	ALLOW	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
5	Demolition of Existing Fire Alarm System	1	LS	\$ _____	\$ _____
6	Furnish & Install New Panel and Equipment	1	LS	\$ _____	\$ _____
7	Fire Watch Services	10	Day	\$ _____	\$ _____

Total Base Bid Price: (Items 1-7) = \$ _____

ADDITIVE ALTERNATE BID ITEMS

AA1	24/7 Monitoring Services	12	Month	\$ _____	\$ _____
AA2	Quarterly and Annual Inspections	4	EA	\$ _____	\$ _____
AA3	Non-warranty Service Call Allowance	1	ALLOW	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>

Total Additive Alternate Bid Price: (Items AA1 – AA3) = \$ _____

Total Base Bid + Additive Alternate Bid Price (Items 1-7 and AA1-AA3) = \$ _____

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

PRICE PROPOSAL FORM (CONTINUED)

Total Base Bid Price (Items 1 – 7) in Words: _____

Total Additive Alternate Bid Price (Items AA1 – AA3) in Words: _____

Total Base Bid + Additive Alternate Bid Price (Items 1-7 and AA1-AA3) in Words: _____

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PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, which ever one is received first, and to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed.

Substantial Completion:	120 calendar days from Notice to Proceed
Final Completion:	150 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 includes Contractor to obtaining permits, shop drawing approvals, ordering materials, receiving deliveries, construction of the Work, restoration, permit close-outs, and all other work required to complete the Work in full. The undersigned acknowledges that liquidated damages will apply if the completion dates are not achieved.

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

The undersigned furthermore agrees that, in case of failure on undersigned's part to sign said contract and provide required bond, power of attorney, 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 Proposal 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 Proposal 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, 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 Part III – Instructions for Preparing Proposals.

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.

PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION (CONTINUED)

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

SUBMITTAL DATE _____

CONTRACTOR NAME _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _____
(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 _____

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL _____

BUSINESS ADDRESS _____

BUSINESS TELEPHONE _____

STATE OF INCORPORATION _____

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

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

Subscribed and sworn to before me, by means of ☐ physical presence or ☐ online notarization this _____ day
of _____, 20____ by _____ of
_____, who [] is personally known to me or [] has produced
_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

[Notary Seal]

PROPOSER'S QUESTIONNAIRE
NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)

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 _____ day of _____, 20____.

Name of Organization/Proposer

Submitted by: _____
Name and Title

(If more space is needed, please attach additional sheets.)

1. Contractor's name and main office address, telephone, fax number, and e-mail address, contact person:

2. Contractor's previous names (if any) What year(s)

_____	_____
_____	_____

3. State the number of years your company has been doing business in the State of Florida: _____

4. State the number of years your company has been doing business as a certified unlimited electrical contractor or licensed fire alarm contractor in the State of Florida? List license number and qualifier name:

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

(Attach additional pages if necessary)

6. Name and experience of Contractor's Project Manager who will be assigned to this Contract (include resume and references).

7. Name and experience of contractor's Site Superintendent who will be assigned to this contract (include resume and references).

8. Name and experience of contractor's Site Foreman who will be assigned to this contract (include resume and references).

9. Has the Proposer or any principals of the applicant's organization failed to qualify as a responsible, qualified bidder/proposer on previous bids/RFP's; 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 litigation on any contract in the last five (5) years? If yes, please explain:

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

Yes () No ()

If yes, please explain:

11. Is Contractor claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No ()

If "Yes" was checked, include a copy of certificate with proposal.

12. List the name and contact information of the company proposed to provide the 24/7 fire alarm system monitoring, quarterly and annual inspections, and non-warranty service repairs as intended by the Additive Alternate Bid Items on Proposal Form.

(End of Proposer's Questionnaire)

PREVIOUS EXPERIENCE AND REFERENCES

_____ certifies that they were the Prime Contractor or
Name of Proposer

Subcontractor for the following Contracts completed within the last 5 years, including similar work in scope and magnitude to the Town's Fire Alarm System RFP. Include at least four (4) references for the work completed or underway within the past five (5) years.

(1) NAME & LOCATION OF PROJECT: _____

CHECK ONE OF THE FOLLOWING OPTIONS, PROPOSER WAS: ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: _____

DESCRIPTION OF SCOPE OF WORK: _____

CONTRACT VALUE: _____

TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: _____

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

PREVIOUS EXPERIENCE AND REFERENCES (CONTINUED)

(2) NAME & LOCATION OF PROJECT: _____

CHECK ONE OF THE FOLLOWING OPTIONS, PROPOSER WAS: ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: _____

DESCRIPTION OF SCOPE OF WORK: _____

CONTRACT VALUE: _____

TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: _____

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

PREVIOUS EXPERIENCE AND REFERENCES (CONTINUED)

(3) NAME & LOCATION OF PROJECT: _____

CHECK ONE OF THE FOLLOWING OPTIONS, PROPOSER WAS: ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: _____

DESCRIPTION OF SCOPE OF WORK: _____

CONTRACT VALUE: _____

TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: _____

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

PREVIOUS EXPERIENCE AND REFERENCES (CONTINUED)

(4) NAME & LOCATION OF PROJECT: _____

CHECK ONE OF THE FOLLOWING OPTIONS, PROPOSER WAS: ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: _____

DESCRIPTION OF SCOPE OF WORK: _____

CONTRACT VALUE: _____

TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: _____

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

PREVIOUS EXPERIENCE AND REFERENCES (CONTINUED)

(5) NAME & LOCATION OF PROJECT: _____

CHECK ONE OF THE FOLLOWING OPTIONS, PROPOSER WAS: ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: _____

DESCRIPTION OF SCOPE OF WORK: _____

CONTRACT VALUE: _____

TOTAL VALUE OF CHANGE ORDERS: _____

REASON FOR CHANGE ORDERS: _____

CONTRACT START AND COMPLETION DATES: _____

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): _____

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: _____

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

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 PROPOSAL. FAILURE TO INCLUDE THIS FORM WITH THE PROPOSAL 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 employees 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 safely 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.

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION			
Company Name:			
Address 1:			
Address 2:			
City, State, Zip:			
Telephone No.:			
Fax No.:			
SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
Company Name:			
Address:			
City, State, Zip:			
Relationship:			
SECTION 3: INSURANCE COVERAGE			
3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following:			
- General 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?			
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

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name:

Address 1:

Address 2:

City, State, Zip:

Telephone No.:

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 300 Logs to the table below:

Statistic	Year: _____		Year: _____		Year: _____	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases						
Restricted Workday Cases						
Medical Treatment (not First Aid) Cases						
Total Illness Cases						
Total Recordable Cases						
Fatalities						

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

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: _____
- Employees? ☐ Yes ☐ No Frequency: _____
- New Hires? ☐ Yes ☐ No Frequency: _____
- Subcontractors? ☐ Yes ☐ No Frequency: _____

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).

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: _____ Title: _____

Telephone No.: _____

SECTION 8: HEALTH AND SAFETY CITATIONS

8.1 Attach a list of any State or Federal Health and Safety citations received during the past three years.

SECTION 9: SIGNATURE OF COMPANY OFFICER

I certify that to the best of my knowledge, information, and belief formed after reasonable inquiry, the information submitted is true, accurate, and complete.

Name (print): _____ Title: _____

Signature: _____ Date: _____

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF _____
COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: ____/____/____

By _____

I HEREBY CERTIFY that on this day, before me personally appeared, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared_____, an authorized representative of_____, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of ___, 20____.

NOTARY PUBLIC

[Notary Seal]

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 _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.
[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, _____

Personally known _____

OR Produced identification _____ Notary Public – State of _____

My commission expires _____

(Printed typed or stamped commissioned name notary public)

[Notary Seal]

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Proposer's Printed Name and Title

Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [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 _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires:

PART VI – CONTRACT FORMS AND AGREEMENT

- Notice of Intent to Award
- Notice of Award
- Agreement (Contract) Between Owner and Contractor
- Combined Payment and Performance Bond
- Opinion of Town Attorney
- Notice to Proceed

NOTICE OF INTENT TO AWARD

DATE:

TO:

ATT:

Contract: NF Building Fire Alarm Panel Replacement (W2511)
 Town of Jupiter Utilities
 Jupiter, FL

We are pleased to inform you that on [INSERT DATE] a recommendation for award of the above referenced Contract will be made to the Jupiter Town Council as a result of your proposal submitted to the Town of Jupiter (Owner) on [INSERT DATE], for an amount of [INSERT VALUE].

Enclosed is an unexecuted agreement for review and signature. **Please leave the agreement undated;** the Town will date it upon final execution. Additionally, provide a current Certificate of Insurance with the required coverage, naming the Town as an additional insured, and addressed to: Town of Jupiter, c/o Haley Johnson, 210 Military Trail, Jupiter, FL 33458.

Please return the signed agreement and supporting documentation for final signatures to: Haley Johnson, Special Projects Coordinator at 17403 Central Blvd., Jupiter, FL 33458. Failure to execute and deliver the Agreement and requested documentation to the Owner within fifteen (15) consecutive calendar days from **[INSERT DATE]** may result in forfeiture of the contract, with the Town possibly awarding it to the next highest-ranked vendor or withdrawing the RFP.

Award is contingent upon Town Council approval and execution of the contract. A fully executed contract will be sent to you once completed.

Sincerely,

Chris McKenzie
Town of Jupiter
Utility Systems Manager

NOTICE OF AWARD

DATE:

TO:

ATT:

Contract: NF Building Fire Alarm Panel Replacement (W2511)
 Town of Jupiter Utilities
 Jupiter, FL

Gentlemen:

This is to advise you that on (INSERT DATE), the Jupiter Town Council approved award of a contract to your firm, for the above referenced project, as a result of your proposal submitted on (INSERT DATE), for an amount of (INSERT VALUE).

One fully executed original and one copy of the executed Agreement/Contract will be provided to you along with Conformed Construction Documents on or before the date of the Pre-Work meeting. A Notice to Proceed will be issued for commencement of the Contract Time.

We look forward to working with you on this project.

Sincerely,

Chris McKenzie
Town of Jupiter
Utility Systems Manager

AGREEMENT (CONTRACT) BETWEEN OWNER AND CONTRACTOR

This Agreement (Contract) made this _____ day of _____, _____ by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the “the TOWN” and “OWNER”, and [INSERT VENDOR NAME], [INSERT VENDOR ADDRESS], a Corporation, [INSERT VENDOR FEIN] (FEIN number) hereinafter designated as “the CONTRACTOR”, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, equipment and materials necessary to improve the drainage and water distribution systems within Pennock Industrial Park and along the north end of Bush Road. The work includes, but is not limited to:

Furnish all labor, materials, supplies, equipment, tools, transportation, shop facilities and any other requirements necessary for the replacement of an existing addressable fire alarm system including but not limited to: removal and disposal of the existing Siemens FS-250 Fire Alarm System components, including all ancillary equipment and devices (fire alarm panel, smoke detectors, duct detectors, heat detectors, beam detectors, pull stations, notification devices, device bases, annunciator panel(s), and all others), design, permitting, fabrication, and installation of one (1) non-proprietary new addressable fire alarm (FA) panel with all ancillary equipment and devices necessary to meet applicable local, state, and federal codes, rules, regulations. New fire alarm control panel (FACP) and system shall be manufactured by one of the following: Honeywell Fire-Lite ES, Edwards Signal, Mircom, Silent Knight control panel or approved equal. The scope of services under this contract shall also include as an additive alternate bid item, 24/7 monitoring, quarterly and annual inspections, and service (not including warranty repairs) for the newly installed system for a period of one (1) year from date of Substantial Completion. The existing fire alarm panel is located within the Town’s Nanofiltration (NF) membrane treatment building at the Town’s Water Treatment Plant (WTP), 17403 Central Boulevard, Jupiter, FL 33458. Ancillary equipment is located in the NF building and the NF pretreatment building. Interested proposers must be certified unlimited electrical contractors or fire alarm contractors licensed in the State of Florida to perform the work required, have at least 5 years’ experience in design, permitting, fabrication, installation, and testing of fire alarm panels and systems, provide sufficient qualified staff to complete the scope of work contemplated in a timely manner, provide the necessary materials, equipment, tools and supplies to complete the work described in the RFP documents.

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

- 2.1 The Town of Jupiter has prepared this RFP and will administer the contract during the construction phase.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will have substantial completion dates and final completion dates after the date when the Contract Time commences to run as provided in Article 4 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payments in accordance with Article 15 of the General Conditions and as outlined below:

Substantial Completion: 120 calendar days from Notice to Proceed
Final Completion: 150 calendar days from Notice to Proceed

- 3.2 OWNER defines Substantial Completion and Final Completion in accordance with Article 1 of the General Conditions, Article SC-1 of Supplementary Conditions, and as described below in Article 6. Project Closeout of this Agreement.
- 3.3 The Final Completion date will be adjusted by OWNER, as required, such that CONTRACTOR is provided thirty (30) calendar days after the delivery date of the Punch List to complete all remaining items required to render complete, satisfactory and acceptable all Work of the Contract and as described below in Article 6. Project Closeout of this Agreement.
- 3.4 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Article 3.1 for substantial completion until the Work is substantially complete, and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3.1 above from the date of final completion until the Work has reached final completion. Liquidated damages under this Contract shall be applied to each Contract Completion date (Substantial and Final) individually and accrue until such time as the Work achieves Substantial and Final Completion, as required, by the Contract.
- 3.5 Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deducting the amount due in Liquidated Damages as set-off from payment applications. Liquidated damages under this Contract will be applied to each Substantial Completion and Final Completion date identified in Article 3.1 of this Agreement, or as represented in any subsequent executed change order to this Contract for changes in Contract Time, in accordance with Article 11.08 of the EJCDC Standard General Conditions of the Construction Contract.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices.

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions and Exhibit "B" of the RFP documents. Applications for payment will be processed by OWNER as provided in the General Conditions and Exhibit "B".
- 5.2 The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.
- 5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 20 business days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the

basis of the progress of the Work measured by the agreed upon schedule of values provided for in Articles 2 and 15 of the General Conditions.

- 5.4 Progress payments will be made in an amount equal to: 95% of the Work completed, and 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. Owner is not obligated to pay for stored materials and may choose to withhold payment until materials are incorporated into the Work.
- 5.5 Upon issuance of the Certificate of Substantial Completion and delivery of an approved Punch List in accordance with Article 15 of the General Conditions, OWNER will increase payment for the remaining value of Work completed less an amount equal to 150 percent of the cost to complete the items of the Punch List in accordance with Chapter 218.735 F.S. OWNER and CONTRACTOR shall agree to the costs to complete each item on the Punch List, which may be no less than 2% of the total value of the Contract. Based on this, progress payments will be made in an amount equal to 97% of the Work completed less the aggregate of payments previously made unless liquidated damages are due. OWNER at its discretion may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not obligated to increase payments to 98% of work completed.
- 5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Article 15 of the General Conditions unless liquidated damages are due. Retainage will be released after final permitting, successful start-up and testing of the unit, record drawings, and training has been provided.

ARTICLE 6. PROJECT CLOSEOUT.

- 6.1 Substantial Completion. CONTRACTOR shall submit to OWNER a written request for substantial completion with an initial draft of punch list items to be completed or corrected before final payment in accordance with Article 15 of the General Conditions.
- 6.2 Inspection of Work. Within thirty (30) calendar days of CONTRACTOR request for substantial completion, OWNER, CONTRACTOR, ENGINEER and other Agencies as required shall make an Inspection of the Work to determine status of completion in accordance with Article 15 of the General Conditions. OWNER, upon agreement that work is considered substantially complete, will review and revise as needed CONTRACTOR's draft of punch list and deliver a Certificate of Substantial Completion and Punch List to the CONTRACTOR within (5) calendar days of the Inspection of the Work. OWNER shall increase payment as described in Article 5 of the Agreement.
- 6.3 The Certificate of Substantial Completion shall fix the date of the project's Substantial Completion. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Substantial and Final Completion dates.
- 6.4 Completion of the Punch List. After Substantial Completion, CONTRACTOR shall promptly begin work on the punch list of items. OWNER shall provide thirty (30) calendar days, from the date of delivery of the Punch List, to complete remaining Work of the Contract including the punch list. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Final Completion date.
- 6.5 Final Inspection. CONTRACTOR shall notify OWNER in writing that the entire Work of the Contract is complete and OWNER shall complete final inspection in accordance with Article 15 of the General Conditions.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
 - 8.1(a) Table of Contents
 - 8.1(b) Legal Advertisement / Request for Proposals
 - 8.1(c) Part I – General Requirements
 - 8.1(d) Part II – Statement of Work
 - 8.1(e) Part III – Instructions for Preparing Proposals
 - Part V – Proposal Forms:
 - 8.1(f) Proposal Acknowledgment and Certification
 - 8.1(g) Price Proposal Form
 - 8.1(h) Proposer's Questionnaire
 - 8.1(i) Previous Experience and References
 - 8.1(j) Contractor Safety Qualifications/Requirements
 - 8.1(k) Contractor Safety Qualification Form
 - 8.1(l) Non-Collusive Affidavit Form
 - 8.1(m) Sworn Statement
 - 8.1(n) Drug-Free Workplace Certifications
 - 8.1(o) Contractor E-Verify Affidavit Form
 - Part VI – Contract Forms and Agreement:
 - 8.1(p) Notice of Intent to Award
 - 8.1(q) Notice of Award
 - 8.1(r) Agreement (Contract) between OWNER and CONTRACTOR
 - 8.1(s) Combined Payment and Performance Bond
 - 8.1(t) Opinion of Town Attorney
 - 8.1(u) Notice to Proceed

- 8.1(v) Exhibit "A" – Equipment Specifications and Cut Sheets
- 8.1(w) Exhibit "B" – Measurement and Payment
- 8.1(x) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)
- 8.1(y) Supplementary Conditions
- 8.1(z) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
- 8.1(aa) Appendix "A" – Panel Schedules and Riser Diagrams

8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Article 1 of the General Conditions of the Contract.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 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 a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.5 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - 9.5(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - 9.5(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

9.5(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

9.5(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

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

9.6(a) Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing Work, providing supplies, or providing services under this Contract.

9.6(b) Proposers are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

9.6(c) Proposers shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.

9.6(d) The Apparent Successful Proposer shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.

9.6(e) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

(i) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid 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.

(ii) 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.

9.7 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

9.7(a) Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

9.7(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

9.7(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN,

in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

9.8 SCRUTINIZED COMPANIES LIST

- 9.8(a) Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 9.8(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 9.8(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

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

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

CONTRACTOR

[INSERT VENDOR NAME]
[INSERT VENDOR ADDRESS]
[CITY, STATE, ZIP]

[NAME, TITLE]

(CORPORATE SEAL)

ATTEST

[PRINT NAME AND POSITION]

COMBINED PAYMENT AND PERFORMANCE BOND

CONTRACTOR	SURETY
Name: Phone: Address <i>(principal place of business)</i> :	Name: Phone: Address <i>(principal place of business)</i> :
Email Address:	Email Address:
Owner	Contract
Name: Town of Jupiter Phone: 561-746-5134 Mailing address <i>(principal place of business)</i> : Town Hall 210 Military Trail Jupiter, FL 33458 Water Treatment Plant 17403 Central Blvd. Jupiter, FL 33458 Email Address: ChrisM@jupiter.fl.us	Description <i>(name and location)</i> : NF Building Fire Alarm Panel Replacement (W2511) <i>Nanofiltration (NF) Building is located at the Town's Water Treatment Plant, 17403 Central Boulevard, Jupiter, FL 33458.</i> Contract Price: _____ Effective Date of Contract: _____
BOND NUMBER: _____	

Bond Amount: _____

Date of Bond: _____

(Date of Bond cannot be earlier than Effective Date of Contract)

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: _____

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.

COMBINED PAYMENT AND PERFORMANCE BOND (CONTINUED)

Bond No. _____

BY THIS BOND, We _____, as Principal, whose principal business address and phone number are _____, and _____, a corporation, as Surety, whose principal business address and phone number are _____, are bound to _____, herein called Owner, whose principal business address and phone number are _____, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

A description of the project sufficient to identify it is:

NF Building Fire Alarm Panel Replacement (W2511)

The improvements are generally described as follows:

Furnish all labor, materials, supplies, equipment, tools, transportation, shop facilities and any other requirements necessary for the replacement of an existing addressable fire alarm system including but not limited to: removal and disposal of the existing Siemens FS-250 Fire Alarm System components, including all ancillary equipment and devices (fire alarm panel, smoke detectors, duct detectors, heat detectors, beam detectors, pull stations, notification devices, device bases, annunciator panel(s), and all others), design, permitting, fabrication, and installation of one (1) non-proprietary new addressable fire alarm (FA) panel with all ancillary equipment and devices necessary to meet applicable local, state, and federal codes, rules, regulations. New fire alarm control panel (FACP) and system shall be manufactured by one of the following: Honeywell Fire-Lite ES, Edwards Signal, Mircom, Silent Knight control panel or approved equal. The scope of services under this contract shall also include as an additive alternate bid item, 24/7 monitoring, quarterly and annual inspections, and service (not including warranty repairs) for the newly installed system for a period of one (1) year from date of Substantial Completion. The existing fire alarm panel is located within the Town's Nanofiltration (NF) membrane treatment building at the Town's Water Treatment Plant (WTP), 17403 Central Boulevard, Jupiter, FL 33458. Ancillary equipment is located in the NF building and the NF pretreatment building. Interested proposers must be certified unlimited electrical contractors or fire alarm contractors licensed in the State of Florida to perform the work required, have at least 5 years' experience in design, permitting, fabrication, installation, and testing of fire alarm panels and systems, provide sufficient qualified staff to complete the scope of work contemplated in a timely manner, provide the necessary materials, equipment, tools and supplies to complete the work described in the RFP documents.

NOTE: This bond shall be recorded in the public records of the county where the property is located.

COMBINED PAYMENT AND PERFORMANCE BOND (CONTINUED)

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, and whose contract number designated by Owner is _____, between Principal and Owner for construction of _____, the Contract being made a part of this bond by reference and called the "Contract" herein, at the times and in the manner prescribed in the Contract; and
2. Pays Owner for all losses, damages, including delay or liquidated damages, and losses and damages due to latent or patent defects that Owner sustains because of a default by Principal under the Contract; and
3. Pays Owner for all expenses, costs, and attorney's fees, including such fees in appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
5. Protects, indemnifies, keeps, and saves harmless the Owner against all claims, liabilities, judgements, costs, damages, expenses, and attorney's fees that may in any way accrue or come against the Owner as a result of the breach of Contract or other actions of the Principal arising out of the work of the Principal, or that may in any way result from the acts, carelessness, or neglect of the Principal, its agents, employees, workers, or subcontractors, in any respect whatsoever, or that may result on account of any infringement of any patent, trademark, or copyright by reason of the materials, machinery, processes, devices, or apparatuses used or furnished in the performance of the Contract; and
6. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, who furnish labor, services, or materials for the prosecution of the work provided for in the Contract;

then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in section 255.05(2), Florida Statutes. The forty-five-day notice, the ninety-day notice, and the time within which to file an action provided by F.S. 255.05, and the manner of giving notices provided by F.S. 713.18, shall apply to claimants on the payment bond undertaking this bond.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

END OF COMBINED PAYMENT AND PERFORMANCE BOND

OPINION OF TOWN ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after such examination, I am of the opinion that such documents conform to the laws of the State of Florida, that the execution of the Contract and the Contract Bonds is in due and proper form, that the representative of the respective Contracting Parties have full power and authority to execute such Contract and Contract Bond on behalf of the respective Contracting Parties and that the foregoing agreements constitute valid and binding obligations on such parties.

Thomas J. Baird, Esquire
Attorney for Town of Jupiter

This the ____ day of _____, 20____.

NOTICE TO PROCEED (NTP)

DATE:

TO:

ATT:

PROJECT: NF Building Fire Alarm Panel Replacement (W2511)
Town of Jupiter Utilities
Jupiter, Florida

Gentlemen:

One fully executed copy of your Contract is enclosed. The commencement date is _____.
The following completion dates apply to the Contract:

Substantial Completion: _____
(120 calendar days from Notice to Proceed)

Final Completion: _____
(150 calendar days from Notice to Proceed)

Your attention is invited to the provision whereby you shall start to perform your obligations under this Contract on the Commencement date, which shall begin the Contract Time. Town of Jupiter Utilities will monitor the progress of the work and conformance with the Contract. **The Contractor shall be responsible for recording the Combined Payment and Performance Bond with Palm Beach County and provide Owner with recorded documents before commencing the Work.**

We look forward to working with you on this project.

Sincerely,

Chris McKenzie
Town of Jupiter
Utility Systems Manager

EXHIBIT A – EQUIPMENT SPECIFICATIONS AND CUT SHEETS

Contractor shall submit in their sealed proposal as Exhibit A, the equipment proposed to be supplied and installed under the proposed contract, if awarded. Include description with make and model, detailed specifications, cut sheets, and any other documentation necessary to convey the system proposed in response to this RFP.

[INSERT PROPOSED FIRE ALARM SYSTEM DESCRIPTION, SPECIFICATIONS, AND CUT SHEET]

EXHIBIT B – MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes the requirements and procedures associated with compensation to the Contractor for services and equipment furnished under the Contract.
 - 1. Items listed in this Section refer to and are the same bid items listed in the Bid Schedule of Values and constitute all pay items for completing the Work.
 - 2. Compensation for all services, items, materials, and equipment shall be included in prices stipulated for lump sum and unit price pay items listed in this Section and included in the Contract.
 - 3. Each lump sum and unit bid price shall include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
 - 4. The Contractor's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the Contractor feel that the cost for any item of Work has not been established by the Schedule of Payment items or this Section, it shall include the cost for that Work in some other applicable pay item, so that its proposal for the project does reflect its total price for completing the Work in its entirety.
- B. Owner reserves the right to increase or decrease the quantity of any item or portion of the work during the progress of construction in accordance with the terms of the Contract.
- C. Unit prices, if used, are used as a means for computing the bid, for Contract purposes, for periodic payments, for determining value of additions or deletions.
- D. Town will withhold 5% retainage of all work completed until Final Completion of the contract is achieved.

1.02 MEASUREMENT

- A. Quantities for payment under this Contract shall be determined by Owner as actual work completed items, in place, ready for service and accepted by the Owner of the percentage of work completed and accepted by the Owner, as applicable to the Bid Item.

1.03 APPLICATION FOR PAYMENT

- A. Use the Owners Application for Payment Cover Sheet and partial or full releases of liens, as appropriate, for all subcontractors, suppliers, and Contractor.
- B. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on a unit price basis, and a listing of Owner selected equipment, if applicable, and allowances, as appropriate.
- C. List each Change Order and Written Amendment executed prior to date of submission as a separate line item.
- D. Execute certification by authorized officer of Contractor

1.04 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

- A. Payment will not be made for following:
 - 1. Loading, hauling, and disposing of rejected material.
 - 2. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
 - 3. Material not unloaded from transporting vehicle.
 - 4. Defective Work not accepted by Owner.
 - 5. Material remaining on hand after completion of Work and not approved for purchase by Owner.

1.05 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment for Stored Material: payments will not be made for stored materials or equipment delivered and/or stored for this project.
- B. Final Payment: final payments will be made only for products and services when Owner indicates the purpose of such products are for immediate installation, upon completion of installation and acceptance of performance; remaining products shall revert to Contractor unless otherwise agreed.

1.06 PAYMENT ITEMS

- A. Contractor shall include all additional Work items, services, goods, resources, and manpower necessary for installation of the Work to provide a completely functional system in accordance with the Contract Documents. Contractor shall include these costs associated with providing a completely functional system within the listed items on the Bid Schedule of Values and as specified herein.
- B. Bid Items:
 - 1. Item No. 1 – Consideration for Indemnification
 - a. Method of Measurement: In recognition of Contractor's indemnification obligations, the Owner will pay to the Contractor the specific consideration of one hundred dollars (\$100.00).
 - b. Basis of Payment: Payment for consideration for indemnification of the Owner will be based upon the Contract Lump Sum Price named for such work, in accordance with the requirements of the Contract Documents. Request for payment of this item shall be made on the first payment application for the project. Contractor shall acknowledge payment of this consideration by letter to the Owner after receipt of the progress payment.
 - 2. Item No. 2 – Bonds and Insurance (Not to Exceed 3% of the Total Base Bid Price)
 - a. Method of Measurement: The costs of bonds, permits, and any required insurance necessary for the start, execution and completion of Work shall be included in this Pay Item. Payment shall be made at the Contract Lump Sum Price as indicated on the Contract Schedule of Values.
 - b. Basis of Payment: Payment of this item should be requested in full on the first payment application and be accompanied by invoices specific to this project from the bonding and insurance companies. Contractor shall provide Owner with Certificates of Insurance and Combined Payment and Performance Bond during Contract execution process. Upon

Contract execution, Contractor shall record the bonds with the Palm Beach County Clerk and Comptroller. Total cost of this item shall not exceed 3% of Total Base Bid Price.

3. Item No. 3 – General Conditions / Contract Administration (Not to Exceed 5% of the Total Base Bid Price)
 - a. Method of Measurement: The quantity to be paid for under this Section shall be on a Lump Sum Basis based on the percentage of the work of the contract completed and accepted by Owner. The work included in this item consists of the cost of complying with all general conditions of the construction contract and contract administration which includes but is not limited to the costs related to design of system, meeting attendance, preparation of shop drawing submittals, response to Owner requests for information, permit applications, regulatory coordination and compliance, record drawings, final inspections, permit closeouts, etc. and all other related work required in the Contract Documents and General Conditions.
 - b. Basis of Payment: Payment will be made at the Contract lump sum price based on the percentage of the item completed and accepted by Owner. Total cost of this item shall not exceed 5% of the Total Base Bid Price.
4. Bid Item No. 4 – Undefined Conditions Allowance
 - a. Method of Measurement: Included in this allowance is work associated with undefined conditions or conflicts developing from undefined conditions. All work authorized for payment under this pay item must be requested by the Contractor in writing and authorized by the Owner, in writing with the cost for the work to be performed, prior to the performance of any such work.
 - b. Basis of Payment: The amount to be paid for under this Pay Item shall be negotiated and agreed to by both parties in writing prior to the work being performed. The Owner reserves the right to authorize for use any, all, or none of the money associated with this allowance. Any work performed by the Contractor and charged to this allowance without written approval by the Owner will have been performed at the Contractor's risk and will not be required to be paid for by the Owner.
5. Bid Item No. 5 – Demolition of Existing Fire Alarm System
 - a. Method of Measurement: The work included in this Pay Item consists of all work, equipment, and personnel required to remove the existing fire alarm system including panel and its ancillary devices, in accordance with Part II of the RFP documents.
 - b. Basis of Payment: Payment will be made at the Contract lump sum price based on the percentage of the item completed and accepted by Owner.
6. Bid Item No. 6 – Furnish and Install New Panel and Equipment
 - a. Method of Measurement: The work included in this Pay Item consists of all work, equipment, and personnel required to furnish and install the new fire alarm panel and its ancillary devices, start-up and testing of the unit, and training as needed, in accordance with Part II of the RFP documents.
 - b. Basis of Payment: Payment will be made at the Contract lump sum price based on the percentage of the item completed and accepted by Owner.

7. Bid Item No. 7 – Fire Watch Services
 - a. Method of Measurement: The work included in this Pay Item consists of all personnel, documentation, and notification required to provide Fire Watch services during outages of the existing fire alarm system, in accordance with Part II of the RFP documents. Contractor is responsible to coordinate with the Town and Palm Beach County Fire Marshal as may be required.
 - b. Basis of Payment: Payment will be made at the Contract Unit Price per day of Fire Watch services provided.
8. Additive Alternate Item 1 (AA1) – 24/7 Monitoring Services
 - a. Method of Measurement: The work included in this Pay Item consists of all personnel, equipment and work required to provide Fire Alarm System monitoring for the new panel installed in the Nanofiltration (NF) Building at the Water Treatment Plant.
 - b. Basis of Payment: Payment will be made at the Contract Unit Price for services rendered per month for the duration of one (1) year from date of Substantial Completion.
9. Additive Alternate Item 2 (AA2) – Quarterly and Annual Inspections
 - a. Method of Measurement: The work included in this Pay Item consists of all personnel, equipment and work required to provide three (3) quarterly and one (1) annual inspections of the new fire alarm system installed in the Nanofiltration (NF) Building at the Water Treatment Plant.
 - b. Basis of Payment: Payment will be made at the Contract Unit Price for each inspection upon completion and documentation of inspection in the Fire Alarm System Inspections Binder.
10. Additive Alternate Item 3 (AA3) – Non-warranty Service Call Allowance
 - a. Method of Measurement: Included in this allowance is work associated any service that is not covered under warranty for the new fire alarm system installed in the Nanofiltration (NF) Building at the Water Treatment Plant. All work authorized for payment under this pay item must be requested by the Contractor in writing and authorized by the Owner in writing with the cost for the work to be performed, prior to the performance of any such work.
 - b. Basis of Payment: The amount to be paid for under this Pay Item shall be negotiated and agreed to by both parties in writing prior to the work being performed. The Owner reserves the right to authorize for use any, all, or none of the money associated with this allowance. Any work performed by the Contractor and charged to this allowance without written approval by the Owner will have been performed at the Contractor's risk and will not be required to be paid for by the Owner.

END OF EXHIBIT B

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

- SC-1.01.A Add the following terms to the list Defined Terms and re-number the remaining Defined Terms as needed to maintain alphabetical order.
24. Final Completion – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or specified part thereof) has been completed in its entirety satisfying Contractor's obligations under the Contract (subject to surviving obligations) and therefore is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
34. Punch List – Single list of items required to be completed or corrected by Contractor to render complete, satisfactory, and acceptable the Work of the Contract, and which is generated after work is considered Substantially Complete by Engineer.
- SC - 1.01.A.22 Add the following language to the definition of Engineer. The additional language should be added immediately after the end of the first sentence of Item 1.01.A.22.
- The term Engineer in this Contract refers to either or all of the following: Design Engineer, Design Architect, Owner's Engineer serving as Owner's project manager and Engineer during construction, another Engineer or Architect from whom Owner seeks expertise or guidance during construction of the Work. Architect or Engineer may be employed directly by Owner or be a consultant of Owner.
- SC - 1.01.A.30 Add the following language to the definition of Owner. The additional language should be added immediately after the end of the first sentence of Item 1.01.A.30, as follows:
- Owner will administer the Contract during construction and serve as Engineer, during construction of the work. Owner may refer to Design Engineer/Architect for clarification, interpretation, or decision under this Contract at Owner's sole discretion.
- SC - 1.01.A.33 Add the following language to the definition of Resident Project Representative immediately after the 2nd sentence of Item 1.01.A.33.

Owner shall provide the RPR. RPR may be an employee of Owner or a consultant of Owner.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor two printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction. In addition, Owner shall furnish to Contractor two full size (24"x36") sets of Conformed Construction Drawings, two reduced size (11"x17") sets of Conformed Construction Drawings, and one electronic copy of Conformed Construction Drawings in PDF and AutoCAD formats. AutoCAD format is provided solely for Contractor's use in preparing and providing Owner with Record Drawings. Contractor may be required to sign a release with the Design Engineer for use of the AutoCAD files.

SC-2.05A Delete the Paragraph 2.05A in its entirety and insert the following new paragraph in its place. Paragraphs 2.05A.1, 2.05.A.2, 2.05.A.3 and 2.05.A.4 shall remain as written.

A. At least 10 days before submission of the first Application for Payment, Contractor shall submit to Owner, a draft Application for Payment based on the schedule of values accepted by Owner in response to the Contractor's schedule of values submitted in accordance with Paragraph 2.03.A.3. No progress payment will be made to Contractor until acceptable schedules are submitted to Owner.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01.E Delete Paragraph 3.01.E in its entirety and insert the following new paragraph:

E. Owner or Engineer may issue clarifications and interpretations of the Contract Documents as provided herein.

SC-3.02.A.2 Amend the language of the first sentence in Paragraph 3.02.A.2 to read as follows:

No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Owner.

SC-3.03.A.1 Amend the language of the second sentence in Paragraph 3.03.A.1 to read as follows:

Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is

resolved by a clarification or interpretation by Owner or Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

SC-3.04.A Add the following sentence immediately after the last sentence in Paragraph 3.04.A.

Owner may choose to request the interpretation of the Engineer or other Professional, at Owner's sole discretion. Owner, if serving as Engineer during construction, shall be the initial interpreter of the requirements of the Contract Document, and judge to the acceptability of the Work.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01.A Delete Paragraph 4.01.A in its entirety and insert the following new paragraph:

A. The Contract Times will commence to run on the date given in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 calendar days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 150th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

SC-4.02.A Add the following sentence immediately after the last sentence in Paragraph 4.02.A.

Work includes documentation necessary for construction including but not limited to obtaining permits, shop drawing approvals, and all other preparatory work required by the Contract Documents for the start of construction.

4.05 *Delays in Contractor's Progress*

SC-4.05.C.1 Amend Paragraph 4.05.C.1 to include hurricanes.

SC-4.05.C.2 Add the following sentence to the end of Item 4.05.C.2

Abnormal weather conditions shall apply to excessive rainfall that exceeds the historical three (3) year average for the specific month in which Contractor claims the weather delays interrupted the critical path towards completing the Work. Rainfall measurements shall be as reported by the Owner's weather station, located at the Owner's water treatment plant, or a South Florida Water Management District (SFWMD) weather station located near the Site. Actual rainfall that exceeds the historical three-year average for the specified month will justify an abnormal weather condition for which Contractor may request a change in Contract Time.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None for this project		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None for this project		

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at the **Town of Jupiter Water Treatment Facility, 17403 Central Boulevard, Jupiter, FL 33458** during regular business hours, or may request copies from Owner.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None for this project		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None for this project		

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Combined Payment and Performance Bond Form:* Shall be in the Form provided in the Front Ends of the Contract Documents.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds Owner, Engineer, Architect and other entities as follows:

The following language shall appear on the Certificate of Insurance:

"The Town of Jupiter, Florida it's employees, agents, consultants, contractors, is hereby named Additional Insured under the terms of this policy and shall be provided any Notice of Cancellation of any of the required policies." The Certificate of Insurance shall be issued to Town of Jupiter, c/o Haley Johnson, 210 Military Trail, Jupiter, FL 33458.

A thirty (30) day Notice of Cancellation is required and must be stated on the Certificate of Insurance.

Certificates of Insurance (COI) shall be maintained current for the duration of the Contract. Contractor is responsible to provide Owner with updated COIs during the course of the Contract.

- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for the following minimum limits.

Worker's Compensation and Employer's Liability	Policy limits of not less than:
Statutory Limits	
Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each Employee	\$100,000

F. Commercial General Liability

- a. Commercial General Liability - Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

b. Commercial General Liability – Minimum Policy Limits:

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

c. Commercial General Liability – Form and Content: Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage, with employment exclusion deleted.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.

d. Commercial General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- G. **Automobile Liability:** Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

- H. **Professional Liability Insurance – Minimum Policy Limits:**

Professional Liability	Policy limits of not less than:
Each Occurrence/Claim	\$1,000,000
General Aggregate	\$2,000,000

- I. **Umbrella Excess Liability – Minimum Policy Limits:**

Umbrella Excess Liability	Policy limits of not less than:
Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

The aforementioned umbrella coverages shall be no more restrictive than coverage required for the underlying policies.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04. Supplement Paragraph 6.04 of the General Conditions with the following provisions:

Add the following paragraph immediately before Paragraph 6.04A.

If the Bid Proposal or Bid Schedule of Values contains a Bid Item for Builder's Risk Insurance, then Contractor shall provide Builder's Risk Insurance as required by Article 6.04 of the General Conditions. If a Bid Item or Pay Item is not provided in the Bid Proposal or Bid Schedule of Values (or associated addenda) then Contractor is not required to provide Builder's Risk Insurance for the Contract.

Add the following paragraphs immediately after 6.04E.

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, false work, and temporary structures.
3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

5. extend to cover damage or loss to insured property while in transit.
 6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 8. include performance/hot testing and start-up, if applicable.
 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
 - a. No others for this Contract.
 11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
 - a. None for this Contract.
- G. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

- SC-7.03.C Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday through Friday. Contractor shall not perform Work on a Saturday, Sunday, or any legal holiday."
- SC-7.03.C Delete the third sentence in its entirety and insert the following sentences in its place.
- Contractor may request permission in writing to Owner, to perform Work outside of regular working hours. Owner is not obligated to consent to Work occurring outside of regular working hours, if it is not in Owner's best interest. Contractor will reimburse Owner for inspection costs incurred by Owner for Work performed outside of regular working hours, whether those costs be Town staff overtime or Town consultant charges. Contractor's reimbursement to Owner will be as described in SC-7.03.D.

SC-7.03.C Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be Monday through Friday, 7:00am – 5:00pm. Work requiring inspection shall be scheduled to occur Monday through Friday, between the hours of 8:00am – 4:00 pm.

2. Owner's legal holidays for the year 2025 are as follows:

Wednesday, Jan. 1, 2025	New Year's Day
Monday, Jan. 20, 2025	Martin Luther King, Jr. Day
Monday, Feb. 17, 2025	President's Day
Monday, May 26, 2025	Memorial Day
Thursday, June 19, 2025	Juneteenth
Friday, July 4, 2025	Independence Day
Monday, Sept. 1, 2025	Labor Day
Tuesday, Nov. 11, 2025	Veteran's Day
Thursday, Nov. 27, 2025	Thanksgiving Day
Friday, Nov. 28, 2025	Thanksgiving Holiday
Wednesday, Dec. 24, 2025	Christmas Eve Day
Thursday, Dec. 25, 2025	Christmas Day

If Contract Work goes beyond 2025, Contractor shall anticipate observance of the same holidays (not the same dates) for year 2026 and future years.

SC-7.03.D Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expenses incurred by Owner for construction observations, inspection and/or other services, including but not limited to those of the Resident Project Representative, Engineer, Owner's staff, geotechnical testing, or other, occasioned by the performance of Work outside of regular working hours (Saturday, Sunday, legal holiday, Owner observed holiday, or overtime on any regular work day). Contractor shall execute a deductive change order to credit the additional costs incurred by Owner for the work outside of regular work hours back to Owner. Owner may impose a set-off against payments due under Article 15 as a result of additional costs incurred by Owner as a result of Contractor's failure to schedule and complete Work during normal working hours. If Owner agrees that Work outside of normal working hours is in Owner's best interest and the best interest of the Contract, Owner will not seek reimbursement for overtime costs incurred by Owner.

7.09 Permits

SC-7.09.B Add a new paragraph immediately after Paragraph 7.09.A:

- B. Contractor shall provide evidence of insurance as required by permit conditions, regardless of whether permit is obtained by Contractor or Owner.

SC-7.09.C Add a new paragraph immediately after Paragraph 7.09.B:

- C. Contractor shall construct the Work in accordance with all permit conditions, regardless of whether permit is obtained by Contractor or Owner.

7.10 Taxes

SC-7.10.B Add a new paragraph immediately after Paragraph 7.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work. Owner may exercise its rights to purchase materials to be incorporated into the Work of this Contract under the provisions governing the State of Florida's Sales and Use Tax Exemption for Owner furnished materials as follows:

1. Sales and Use Taxes. Owner is exempt from paying sales and use taxes on materials and equipment purchased for and incorporated into this Public Works Contract (hereinafter the "Project") in accordance with Florida Statute 12A-1.094. The Owner shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as agreed upon between the Contractor and the Owner. All direct purchases of materials and equipment shall be made by the Owner with funds specifically allocated for construction of the Project. Contractor shall provide Owner with a proposed deductive change order no later than 10 calendar days after request by Owner for materials and equipment to be purchased by the Owner for the Project. The proposed deductive change order shall include the costs of the materials to be purchased by the Owner including sales tax. The Town of Jupiter Purchase Order Standard Terms and Conditions, Certificate of Entitlement and Construction Contract Documents (plans and specifications) and requirements shall apply to work performed under this program. Each vendor/supplier of equipment under this Sales Tax Recovery Program shall be obligated to meet the requirements of the Town of Jupiter Construction Contract Documents and State Law (F.S. 12A-1.094).
2. The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific information that is required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the Owner's designated representative: (b) prepare a requisition for such materials and equipment and (c) deliver any such requisition to the owner's designated representative no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisitions shall identify the Order Date. Upon receipt of any such requisition the Owner's designated representative shall forward same to the Owner. The Owner shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Owner Date (a Purchase Owner). The Owner shall include with any such Purchase Order, a copy of the owner's sales and use tax exemption certificate, a Certificate of Entitlement and the order requisition prepared by the Contractor. The Owner shall also provide the Contractor with a Certificate of Entitlement for each vendor from which materials or equipment is purchased under this program. The

vendor shall issue the invoice directly to the Owner. The owner shall make direct payment to the vendor.

3. The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the Owner shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the Owner in writing and the Owner shall reject such material and equipment.
4. The Owner shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption.
5. To the extent that materials and equipment are purchased pursuant to the Owner's sales and use tax exemption, the Contractor shall reduce the Contractor Amount and the penal sum of its public construction bond by 1.06, or the applicable sales and use tax at the time, times the cost of the materials and equipment purchased directly by the Owner.
6. The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the Owner in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
7. The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the Owner in accordance with this Special Condition (the "Owner Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as Owner-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of Owner Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the Owner may require. The Contractor shall deliver to the Owner's designated representative all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for Owner Furnished Materials, the Owner's designated representative shall deliver such invoice to the Owner for payment directly to the Vendor.

8. The Contractor shall inspect all Owner Furnished Materials to determine that such Owner Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the work whether such Owner Furnished Materials are patently defective, and whether such Owner Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming Owner Furnished Materials upon such visual inspection, Contractor shall: (a) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the work; and (d) promptly notify the Owner's designated representative, in writing, of the defective or non-conforming condition so that repair or replacement of those Owner Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the work such defective or non-conforming materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.
9. The Contractor shall maintain records of all Owner Furnished Materials incorporated into the work from the stock of Owner Furnished Materials. The Contractor shall account monthly to the Owner's designated representative and Owner for any Owner Furnished Materials delivered to the site, indicating which Owner Furnished Materials have been incorporated into the work.
10. The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all Owner Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the Owner to the Contractor for resolution with the appropriate vendor or Subcontractor through the warranty period.
11. After the Owner takes possession of the Owner Furnished Materials at the site, possession of the Owner shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of Owner Furnished Materials from the Owner to the Contractor shall constitute a bailment for the mutual benefit of the Owner and such Contractor. The Owner shall be considered the bailor and the Contractor the bailee of the Owner Furnished materials. Owner Furnished Materials shall be considered returned to the Owner for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.
12. The Contractor shall purchase and maintain builder's risk insurance, naming the Owner as an additional insured, sufficient to protect against loss of or damage to Owner Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any Owner Furnished Materials between the time the Owner first takes title to and possession of any of such Owner Furnished Materials until final completion of the work."
13. The Owner shall not be liable for any interruption or delay damages in the project by virtue of ordering the Owner Furnished Materials, for any defects or other problems with the project by virtue of ordering the Owner Furnished Materials, or for any extra

costs resulting from any delay in the delivery of, or defects in, the Owner Furnished Materials.

14. The Contractor, on a monthly basis, shall review invoices submitted by all vendors of Owner Furnished Materials delivered to the site during the prior month and either concur or object to the Owner's Issuance of payment to the vendors, based upon such Contractor's records of materials delivered to the site and whether any of the Owner Furnished Materials for which payment has not been made were either non-conforming or defective.
15. In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the Owner's designated representative a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable purchase order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt of the appropriate documentation, the Owner shall process vendor's invoice for payment directly to vendor by electronic funds transfer (EFT) based upon the receipt of data provided. The Contractor shall assist the Owner to immediately obtain partial or final release of waivers as appropriate. The Owner shall not make any payment without the appropriate Contractor's concurrence and approval. Owner shall hold up to 5% retention on Owner Furnished Materials against the Vendor, for equipment requiring operational and start-up testing, if a specific pay item is not identified for such start-up and testing. Owner shall release retention upon successful start-up and operational testing of the equipment as agreed to between the Owner, Contractor and Vendor. Owner may, at Owner's discretion, hold up to 2% retention until vendor record drawings and operation and maintenance manuals are accepted by the Contractor and Owner.
16. The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the purchase order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner. If the supply bond is required, the costs thereof will be added to the amount of the purchase order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the Owner and the Contractor as additional obliges. To the extent that materials and equipment are purchased pursuant to the Owner's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06, or the applicable sales and use tax at the time, times the cost of the materials and equipment purchased directly by the Owner.
17. The Contractor is advised that the following list of equipment may be included under the sales and use tax exemption program for Owner furnished equipment. This list is provided to the Contractor for informational purposes only. The Owner reserves the right to revise the quantity of Owner furnished equipment by deleting equipment listed or including equipment not listed herein. Contractor may make suggestions to Owner as to other components of the project that may be Owner purchased under this program for this project.

- None

Purchase Order Standard Terms and Conditions and a Certificate of Entitlement are provided as Exhibit A in at the end of these Supplemental Conditions. Both of these documents will be issued to the Vendor for procurement of materials and supplies to be incorporated into this Contract under the Sales and Use Tax Exemption Program. Contractor will also receive copies of the Certificate of Entitlement, and purchase order to vendor with purchase order standard terms and conditions.

ARTICLE 8—OTHER WORK AT THE SITE

No changes are made to the General Conditions for this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner’s Administration of Contract and Site Representative*

- A. Owner may choose to administer the Contract during construction, or extend that responsibility to Engineer. If Owner chooses to administer the Contract during construction, Owner will furnish the Engineer to manage the Contract and certify construction completion for close out of regulatory permits. Owner’s Engineer is an employee of the Owner, not an Engineering consultant, or agent. Owner may at Owner’s discretion refer to the Owner’s Design Architect/Engineer/outside consultant for interpretation, input, and review of components during administration of the Contract. Owner’s Engineer has the same authority and responsibility as Engineer under this Contract, if Owner is administering the Contract.
- B. Owner may choose to furnish the “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative will be an employee of Owner. Owner may at Owner’s discretion request outside assistance from Owner’s consulting Engineer or Architect to furnish a Site Representative to assist with construction observation and inspection.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

SC10.01.A.1 Add the following new subparagraph immediately after Paragraph 10.01.A:

1. Owner may choose to manage the Contract and serve as Engineer during construction. Owner’s Engineer and Owner’s consulting Design Engineer will have all authority as described in Article 10.04 of the General Conditions. Owner’s Engineer may request assistance from the Design Engineer with items such as shop drawing reviews, interpretations, clarifications during construction, certifications, and to provide other input as requested by Owner at Owner’s sole discretion.

10.03 *Resident Project Representative*

SC10.03.A. Add the following new subparagraph immediately after Paragraph 10.03.A:

1. Owner may choose to provide the Resident Project Representative for this Contract. Owner's consultants may assist Owner with construction observation and inspection of the Work. Owner may request assistance from other consultants, if needed.

SC-10.03.A Add the following new subparagraph immediately after Paragraph 10.03.A:

1. Owner may choose to furnish the Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03.C Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Owner's/Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with the Owner, Engineer, and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site. RPR is not responsible for Contractor's site safety.
 3. *Liaison*
 - a. Serve as Owner's liaison with Contractor. Working principally through Contractor's authorized representative or designee; assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Serve as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-site observations of the Work to assist Owner's Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.
7. *Completion*
 - a. Participate in Owner Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation and review of a punch list of items to be completed or corrected by Contractor.
 - c. Participate in Owner/Engineer's visit to the Site in the company of Contractor regarding completion of the Work and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Owner's Engineer.
 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

11.03 *Work Change Directives*

- SC-11.03.B.1 Delete Paragraphs 1 and 2 in their entirety and replace them with the following paragraphs.
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment prior to performance of the changed work and within seven (7) days of receipt of the Work Change Directive from Owner. Contractor shall not proceed with changed work for which Contractor believes an adjustment in Contract Times or Contract Price is necessary without written approval from Owner.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall request from Contractor a proposal within seven (7) days of issuance of the Work Change Directive and prior to the performance of the changed work.

11.04 *Field Orders*

- SC-11.04.B Add the following sentence after the last sentence in Article 11.04.B.
- Contractor shall obtain written approval from Owner to proceed with the Work, before performing the Work.

ARTICLE 12—CLAIMS

12.01 Claims

- SC-12.01.B. Add the following new subparagraph

1. The party submitting a claim concerning payment of a payment request or invoice must initiate proceedings to resolve the dispute within 30 days after the date of submission of the proper payment request.

- SC-12.01.C. Add the following new subparagraph

1. Disputes concerning payment of a payment request or an invoice must be resolved by the Owner within 45 days after the date of submission of the proper payment request.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

- SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

- SC-13.01 Add the following new subparagraph 6. after Paragraph 13.01.B.5.

6. Costs to complete the Punch List generated after the work is considered Substantially Complete and accepted by the Contractor and Owner.

- SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

- SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Unit prices shall remain firm for the duration of the Contract. No changes in unit price shall be permitted.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.05.B Delete Paragraph 14.05.B in its entirety and replace with the following:

- B. If any Work is covered contrary to the written request of Owner/Engineer, or requirements of the Contract Documents, including Drawings and Specifications, then Contractor shall, if requested by Owner/Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at the Contractor's expense.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following sentences immediately before Paragraph 15.01 as follows:

All references to the term Engineer in Article 15 shall refer to Owner's Engineer, if Owner is administering the Contract, serving as Owner's project manager, and serving as Engineer during construction.

SC-15.01.C.1 Amend the language of Paragraph 15.01.C.1 to read as follows:

Owner will, within 20 business days, after receipt of each Application for Payment from Contractor, including each resubmittal, either indicate in writing to Contractor that Owner agrees with the recommendation for payment and payment will be made, or return the Application to Contractor indicating in writing the reasons for Owner's refusal to recommend payment. In the latter case, Contractor shall make the necessary corrections and resubmit the Application.

SC-15.01.D.1 Amend the language of Paragraph 15.01.D.1 to read as follows:

1. Twenty (20) business days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set offs) will become due, and when due will be paid by Owner to Contractor.
2. If an Application for Payment is rejected under SC-15.01.C.1 above and Contractor resubmits a corrected Application for Payment that is acceptable to Owner, the amount recommended (subject to any Owner set offs) will become due, and when due will be paid by Owner to Contractor within ten (10) business days.

15.03 *Substantial Completion*

SC-15.03.B Amend the language of Paragraph 15.03.B. to read as follows:

- B. Promptly after Contractor's notification, but no later than 30 days, Owner, Contractor, and Engineer shall make an Inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC-15.03.C. Amend the language of Paragraph 15.03.C. to read as follows:

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a final, Punch List of items to be completed or corrected before final payment. The certificate of Substantial Completion and Punch List shall be delivered to Contractor within (5) calendar days of the Inspection of the Work.
 1. The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of the Contractor to complete all the Work of the Contract.

SC-15.03E. Amend the language of Paragraph 15.03.E. to read as follows:

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. Owner will provide thirty (30) calendar days from the date of delivery of the Punch List for Contractor to complete all remaining items required to render complete, satisfactory and acceptable all Work of the Contract. If the Punch List is not provided to Contractor by the agreed upon date for delivery of the list, the Contract Time for Final Completion shall be extended by the number of days Owner exceeded the delivery date.
 1. Following delivery of the Certificate of Substantial Completion and Punch List, Contractor may submit an Application for Payment to Owner following progress payment procedures set forth above, for the remaining Value of the Work completed and accepted by Owner that includes all retainage previously withheld by Owner less an amount equal to 150 percent of the estimated cost to complete the items on the Punch List as stipulated in the Agreement and subject to any Owner set offs.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No changes are made to the General Conditions for this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No changes are made to the General Conditions for this Article.

ARTICLE 18—MISCELLANEOUS

No changes are made to the General Conditions for this Article.

**EXHIBIT A—FORMS ASSOCIATED WITH SALES AND USE TAX EXEMPTION PROGRAM FOR
PROCUREMENT OF MATERIALS, BY OWNER, TO BE INCORPORATED INTO THIS PROJECT**

**PURCHASE ORDER STANDARD TERMS AND CONDITIONS
FOR
TOWN OF JUPITER UTILITIES**

- 1) Purchase Order number must show on all invoices, shipments, correspondence, and any other documents related to the purchase order.
- 2) Invoices shall be submitted in triplicate. If a partial shipment is made, so state this on the invoice. Also state whether the invoice is final or complete.
- 3) This purchase order is subject to the approval of 6 copies of submitted data prior to fabrication and shipment.
- 4) Vendor's final invoice will not be honored until receipt of 3 final copies of operation and maintenance instructions, the Contract Documents, spare parts lists, and record drawings, if applicable.
- 5) All material and equipment furnished hereunder shall be in strict compliance with plans, specifications, and general conditions of the Contract between _____ (Contractor) and (Purchaser) the Town of Jupiter Utilities (Owner) entitled "_____" (name of contractor) and / or with any other contractor, in connection with the job for which these items are furnished, and vendor shall be bound thereby in the performance of this contract. Vendor expressly warrants that all material and equipment covered by this purchase order shall produce capacities or meet design specifications and function as called for in the applicable plans and specifications, or as set forth in the text of this order.
- 6) All material and equipment contemplated under this order shall be subject to the approval of the Purchaser and the Owner, and / or his Architects, Engineers, or other parties designated by the Owner. All materials and equipment furnished under this order, shall be subject to Purchaser's inspection and testing to determine compliance with the requirements of this order. Vendor shall furnish the indicated number of submittal data or samples for said approval.
- 7) Owner shall issue to Vendor and Contractor with this purchase order a completed and signed Certificate of Entitlement. A copy of Owner's Florida Consumer's Certificate of Exemption shall accompany the purchase order issued directly to the Vendor.
- 8) Vendor guarantees against defects in material or workmanship all items covered by this purchase order and will repair or replace, freight prepaid to jobsite without cost to purchaser or Owner, any part found to be defective in material or workmanship within that time provided by the Contract Documents as indicated, or one year from date of initial operation or 18 months from date of shipment, whichever is longer. On any part found to be defective at jobsite prior to initial startup seller shall make repairs or replacement with his own forces or reimburse Contractor for necessary labor. Defective parts will be returned freight collect only upon written request and instructions from the vendor. In the event more than one person or entity is listed on the front side of this purchase order as Vendor or is identified as an agent, that person or entity shall also be fully liable on and responsible for the performance of all of the Vendor's obligations under this purchase order. Initial Operation shall be when the materials or equipment are placed into service for use by Owner.
- 9) Notice to Purchaser of all shipments of equipment and / or materials shall be given immediately, noting date, routing, order number, description, and copy of bill of lading. Ultimate delivery of equipment requiring rigging shall be made by suitable vehicle. Equipment and / or materials in transit shall be adequately protected from the elements. The materials and equipment covered by this order shall remain the property of the Vendor until actually received at the destination by the Purchaser and Owner. Payment for goods damaged in transit, regardless of how shipped, will be withheld until repairs or replacement are made and claim against transportation company is resolved.

10) Cancellation of all or any part of this order to be affected at no cost to Contractor or Owner for failure of the Vendor to:

- a) Secure written approval of submittal data by approving authority or purchaser.
- b) Furnish any portion of this order within specified time limits.

11) In the event the contract price or prices and terms set forth herein, including any changes that may be made therein, violate an applicable schedule, regulation or order here before or hereafter issued by an approved Government Agency, the contract price or prices shall be the maximum prices permitted by, and the terms shall be in accordance with such schedule, regulations or order. All prices listed on the front side of this order are firm for duration of the project and no escalation will be allowed. Vendor shall not assign this purchase order without the written consent of Purchaser and Owner; except however, Vendor assigns to Purchaser all of Vendor's right and interest in any payments due or to become due to Vendor under this purchase order as security for the payment and satisfaction of any sums due Purchaser or to become due to Purchaser under this or any other purchase order, contract or agreement between Vendor and Purchaser or debt due Purchaser for which Vendor may be liable to Purchaser.

12) The Vendor hereby agrees to indemnify, defend and hold harmless the Purchaser and Owner, and their officers, agents, employees and designees from and against all claims, liability, damages, losses, costs, or expenses whatsoever (including without limitation all attorney's fee, cost and expenses) arising out of or in connection with this Purchase Order and the materials, goods, or services provided by Vendor including without limitation those attributable to bodily injury or death, property damage or destruction, or by reason of any action or alleged infringement or letters patent or any litigation based thereon covering any article purchased hereunder. Such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the parties indemnified hereunder. Vendor's indemnification is limited to the extent of insurance coverage maintained by Vendor, or One Million Dollars (\$1,000,000), whichever is greater. [NOTE: If this Purchase Order is in connection with a public agency's project, then Vendor's indemnity obligations are limited to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of the Purchase Order.]

13) Vendor shall furnish all necessary releases, lien waivers, affidavits, or other documents, all as required by the Contract Documents and / or to keep the Owner's premises free from liens or claims arising out of the furnishing of materials or equipment herein, as payments are made from time to time under this order.

14) Any acceptance in a manner or on terms and conditions different from those contained in this order shall not operate as an acceptance. This order, when accepted by the Vendor, shall constitute a valid and binding contract which shall be governed by and construed according to the laws of the State of Florida. All prior options, conversations, or preliminary negotiations shall be deemed to be merged in this order.

15) The above conditions and conditions printed or typed on front of side of this order, can only be changed by written authorization of the Contractor and the Owner, and are not to be abridged by any terms or conditions of sale printed on Vendor's quotation, acknowledgement, invoice, or other like form.

The terms and conditions contained in this order shall be binding upon Vendor unless it objects in writing within 10 days of receipt this order.

16) All purchases are F.O.B. destination, freight prepaid by Seller unless otherwise stated on the Purchase Order. Collect shipments will not be accepted.

17) Calculations for invoice payment will be calculated from date Town receives the invoice.

18) Title of goods shall pass to Buyer upon acceptance.

19) Seller shall comply with the Fair Labor Standards Act and Equal Employment Opportunity Provisions of Executive Orders.

20) Seller is expressly prohibited from delegating its duties and obligations or transferring or assigning its rights hereunder without the prior written approval of Buyer.

21) If items purchased are classified as toxic or hazardous substances under Chapter 403, Florida Statutes, Seller must submit copies of the Material Safety Data Sheet IMSOSI for each substance to the Town of Jupiter's Risk Management Coordinator, 210 Military Trail, Jupiter, Florida 33458 and to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is affected.

22) This purchase Order shall be governed and construed according to the laws of the State of Florida.

23) EXCISE AND SALES TAXES: The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment.

24) Non-Appropriation of Funds: It is understood that Town funds are contingent upon the availability of lawful appropriations by the Town Council. Subject to the applicable provisions of the Town Charter, the Town represents: that it has adequate funds to meet its obligations under this order for the full price set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such contract period. However, if the Town Council fails at any time during such contract period(s) to continue funding for any purchase order awarded, the Town's obligations under such contract(s) are terminated as of the date that the funding expires without further obligation to the Town.

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PROCEED TO NEXT PAGE

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of _____ (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Name of Contractor) for the construction of _____.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative

Title

Purchaser's Name (Print or Type)

Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement.

Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.



APPENDIX A

PANEL SCHEDULES AND RISER DIAGRAM FOR EXISTING
FIRE ALARM PANEL AT NANOFILTRATION (NF) BUILDING

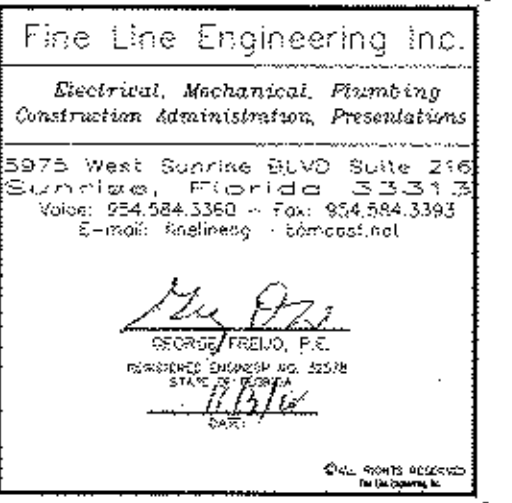
JUPITER NANOFILTRATION

THE DRAWING AND DESIGN HEREIN SHALL NOT BE DUPLICATED, USED OR DISCLOSED TO OTHERS FOR PROCUREMENT OR OTHER PURPOSES, EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT. WITHOUT WRITTEN PERMISSION OF GENCO BUILDING TECHNOLOGIES, INC., FIRE SAFETY DIVISION, ALL OTHER REPRODUCTIONS SHALL BEAR THIS NOTICE.

REVISIONS

No.	Revision	By	Date
0	ISSUED FOR CONSTRUCTION	C.M.	10.27.08
1	NOTE CHANGE	C.M.	05.29.09
2	CHANGE PER FD	C.M.	01.22.10
3	AS BUILT	C.M.	11.03.10

PROFESSIONAL ENGINEERS APPROVAL STAMP:



DESIGN ENGINEERS:

CONTRACTOR'S NAME & ADDRESS:

PRODUCT MANUFACTURER: **SIEMENS**

Siemens Building Technologies, Inc.
Fire Safety Division
MIAMI BRANCH
3021 N. COMMERCE PARKWAY
Miramar, Florida 33025
Tel (954) 364-6800 Fax (954) 430-7552
Florida State EC License No. EC0001881
U.L. Certificate ID No. 603961-030

JOB NAME & LOCATION (STREET ADDRESS):

**JUPITER
NANOFILTRATION**

210 N. MILITARY DR.
JUPITER, FLORIDA 33458
(561) 746-5134 FAX (561) 747-5634

SHEET COMMENTS:

**FIRE ALARM
COVER SHEET**

INSTALLATION TYPE:

- ☒ NEW INSTALLATION
☐ DESIGN/BUILD
☐ PER CONTRACT DOCUMENT
☐ EXISTING BASE JOB # N/A
☐ OTHERS

SYSTEM SALES REP.: STEVE MEYER

PROJECT MANAGER: BRIAN BRUMAGE

DRAWN BY: CAROLYN MAYSE

CAD FILENAME: FASET.dwg

SCALE: Not Applicable

DATE DRAWN: October 27, 2008 PLOT DATE: November 03, 2010

SHEET OF JOB NUMBER

FA-01 7 440P-039089

DRAWING IS SMALLER THAN 24" X 36" IT IS A REDUCED COPY

DEVICE LEGEND

SYM	DESCRIPTION	MODEL	BACK BOX	MTG. HEIGHT
	FIRE ALARM CONTROL PANEL	FS-250	(SUPPLIED BY SIEMENS)	66" TO TOP
	SIGNAL EXTENDER	PAD-3	(SUPPLIED BY SIEMENS)	66" TO TOP
	LINE ISOLATOR MODULE	HLM	2-GANG, or 4" SQ 2-1/8" DEEP	FIELD LOCATE
	BEAM DETECTOR	PBA-1191	SELF-CONTAINED (SUPPLIED BY SIEMENS)	FIELD LOCATE
	BEAM DETECTOR REFLECTOR	PBR-1191	SELF-CONTAINED (SUPPLIED BY SIEMENS)	FIELD LOCATE
	BEAM DETECTOR TEST SWITCH			
	MANUAL PULL STATION	HMS-D	SGL GANG 3 1/2" DEEP	42" A.F.F. TO BOTTOM
	MANUAL PULL STATION WEATHER PROOF	MSM-K-WP	SGL GANG 3 1/2" DEEP	42" A.F.F. TO BOTTOM
	SMOKE DETECTOR	HFP-11	4" OCTAGON	CEILING MOUNT
	TEST SWITCH	TSM-1	4" OCTAGON / SINGLE GANG	CEILING / WALL
	DUCT DETECTOR BASE WITH HFP-11	AD-HR	DUCT MOUNTED	DUCT MOUNTED
	HEAT DETECTOR	HFPT-11	4" OCTAGON	CEILING MOUNT
	SELECTABLE CANDELA STROBE SET CANDELA AT 15/75 UNLESS SPECIFIED	ZR-MC-R	1-GANG, 2-GANG, or 4" SQ 2-1/8" DEEP	80" A.F.F. TO BOTTOM
	SELECTABLE CANDELA STROBE WEATHER PROOF SET CANDELA AT 15/75 UNLESS SPECIFIED	ST-HMC-R-WP	FWB-1 OR FWB-2 (SUPPLIED BY SIEMENS)	80" A.F.F. TO BOTTOM
	SELECTABLE CANDELA HORN-STROBE	HS-MC-R	1-GANG, 2-GANG, or 4" SQ 2-1/8" DEEP	80" A.F.F. TO BOTTOM
	SELECTABLE CANDELA HORN-STROBE	MTH-HMC-R-WP	FWB-1 OR FWB-2 (SUPPLIED BY SIEMENS)	80" A.F.F. TO BOTTOM
	DUAL INPUT ADDRESSABLE MODULE	HTRI-D	DBL. GANG 3-1/2" DEEP	FIELD LOCATE
	ADDRESSABLE RELAY MODULE	HTRI-R	DBL. GANG 3-1/2" DEEP	FIELD LOCATE
	ADDRESSABLE MONITOR MODULE	HTRI-M	N/A	FIELD LOCATE
	SURGE SUPPRESSION	DTK-4LVLP		

WIRE LEGEND

SYM	DESCRIPTION	WIRE TYPE
1A.-	SLC (ANALOG LOOP)	18/2 TWISTED PAIR
1B.-	HORN-STROBE or STROBE ONLY CIRCUIT	14/2 TWISTED PAIR
1C.-	HORN or SPEAKER or SOUNDER BASE CIRCUIT	16/2 TWISTED PAIR
1D.-	NETWORK (ANNUNCIATOR & RFACP) CIRCUIT	18/2 TWISTED PAIR
1E.-	FIREMAN'S PHONE JACK & WARDEN'S PHONE	18/2 TWISTED PAIR
1F.-	24V POWER CIRCUIT	14/2 TWISTED PAIR
1G.-	PAD3 ACTIVATION CIRCUIT	14/2 TWISTED PAIR

NOTE: ALL WIRE TO BE FPLR AND SUITABLE FOR WET LOCATION WHERE REQUIRED.

FIRE ALARM NOTES -FS-250 SYSTEM

- ALL WIRING MUST CONFORM WITH NEC ARTICLE 760 AND LOCAL CODES. ALL EQUIPMENT SHALL BE UL LISTED. ALL DEVICES SHALL BE COMPATIBLE WITH THE CONTROL PANELS. SYSTEM IS POWER LIMITED PER NEC 760 AND UL 864 REQUIREMENTS.
- ALL INITIATING AND INDICATING CIRCUITS MUST BE SUPERVISED.
- CIRCUIT POLARITY MUST BE OBSERVED.
- WIRE RUNS ARE SHOWN DIAGRAMMATICALLY. EXACT LOCATION OF ALL EQUIPMENT TO BE DETERMINED IN THE FIELD, BUT SHALL CONFORM WITH THE BASIC LAYOUT AS SHOWN ON DRAWINGS TO PREVENT CIRCUIT OVERLOAD.
- IDENTIFYING NUMBERS ADJACENT TO DEVICE SYMBOL DENOTE DEVICE ADDRESS. DETECTOR 1.02 WILL IDENTIFY THE 2nd DEVICE CONNECTED TO CIRCUIT 1 ON THE SLC CARD.
- MINIMUM CONDUIT SIZE WILL BE 3/4". CONDUIT SHALL BE NO MORE THAN 40% FILLED PER NEC REQUIREMENTS.
- DO NOT MARK ID NUMBERS ON DEVICES. LABEL BASE ONLY.
- THE FIRE ALARM CONTROL PANEL SHALL NOT BE USED TO POWER ANY UNAUTHORIZED EXTERNAL DEVICE.
- ELECTRICAL CONTRACTOR MUST SET ADDRESSES FOR ADDRESSABLE DEVICES PRIOR TO INSTALLING THE DEVICE.
- SIEMENS, FIRE SAFETY DIVISION IS RESPONSIBLE FOR FIRE ALARM EQUIPMENT ONLY. ALL OTHER EQUIPMENT SHOWN ARE FOR DIAGRAMMATICAL PURPOSES.
- DAMPER MOTOR AND FAN SHUTDOWN CONNECTIONS (IF ANY) ARE TO BE COORDINATED IN FIELD WITH HVAC CONTRACTOR.
- FIRE ALARM POWER SUPPLIES AND ALL REMOTE SUPPLIES MUST BE CONNECTED TO BUILDING OR COLD-WATER GROUND VIA 1 GREEN #12 THHN OR EQUIV.
- ALL SURGE/TRANSIENT SUPPRESSORS MUST BE CONNECTED TO BUILDING OR COLD-WATER GROUND. USE SURGE SUPPRESSORS ON ALL CIRCUIT CONDUCTORS LEAVING THE BUILDING. SURGE SUPPRESSORS SHALL BE SUITABLE FOR THE INTENDED USE.
- FIRE ALARM INITIATING DEVICES SHALL NOT BE INSTALLED UNTIL CLEANUP OF ALL TRADES ARE COMPLETE. FAILURE TO COMPLY WITH THIS NOTE WILL VOID ALL WARRANTIES.
- ALL CABLE SHIELDING MUST BE CONTINUOUS AND FREE OF GROUNDS OR SHORTS THROUGHOUT ENTIRE CIRCUIT.
- VERIFY ALL MOUNTING HEIGHTS WITH AUTHORITY HAVING JURISDICTION PRIOR TO INSTALLATION.
- UNDERGROUND WIRING IS ACCEPTABLE PROVIDED N.E.C. REQUIREMENTS FOR UNDERGROUND AND POWER LIMITED WIRING ARE MET.
- THE DESIGN INSTALLATION COMPLIES WITH FBC11-4-28.3. REFER TO SPEC. SHEETS.
- ALL STROBES ARE 75 CD UNLESS OTHERWISE SPECIFIED.
- ALL NAC'S ARE CLASS A. ALL SLC'S ARE STYLE 6.
- EACH SLC CAN HAVE 252 DEVICES MAX.
- ALL WEATHERPROOF STROBES AND WEATHERPROOF HORN STROBES ARE 185 CANDELAS UNLESS OTHERWISE SPECIFIED.
- THE BUILDING IS NOT SPRINKLED UNLESS OTHERWISE NOTED.
- BUILDING TO BE MONITORED BY A 3RD PARTY REMOTE SUPERVISING STATION. SYSTEM WILL NOT BE MONITORED IN WASTE WATER CONTROL ROOM.

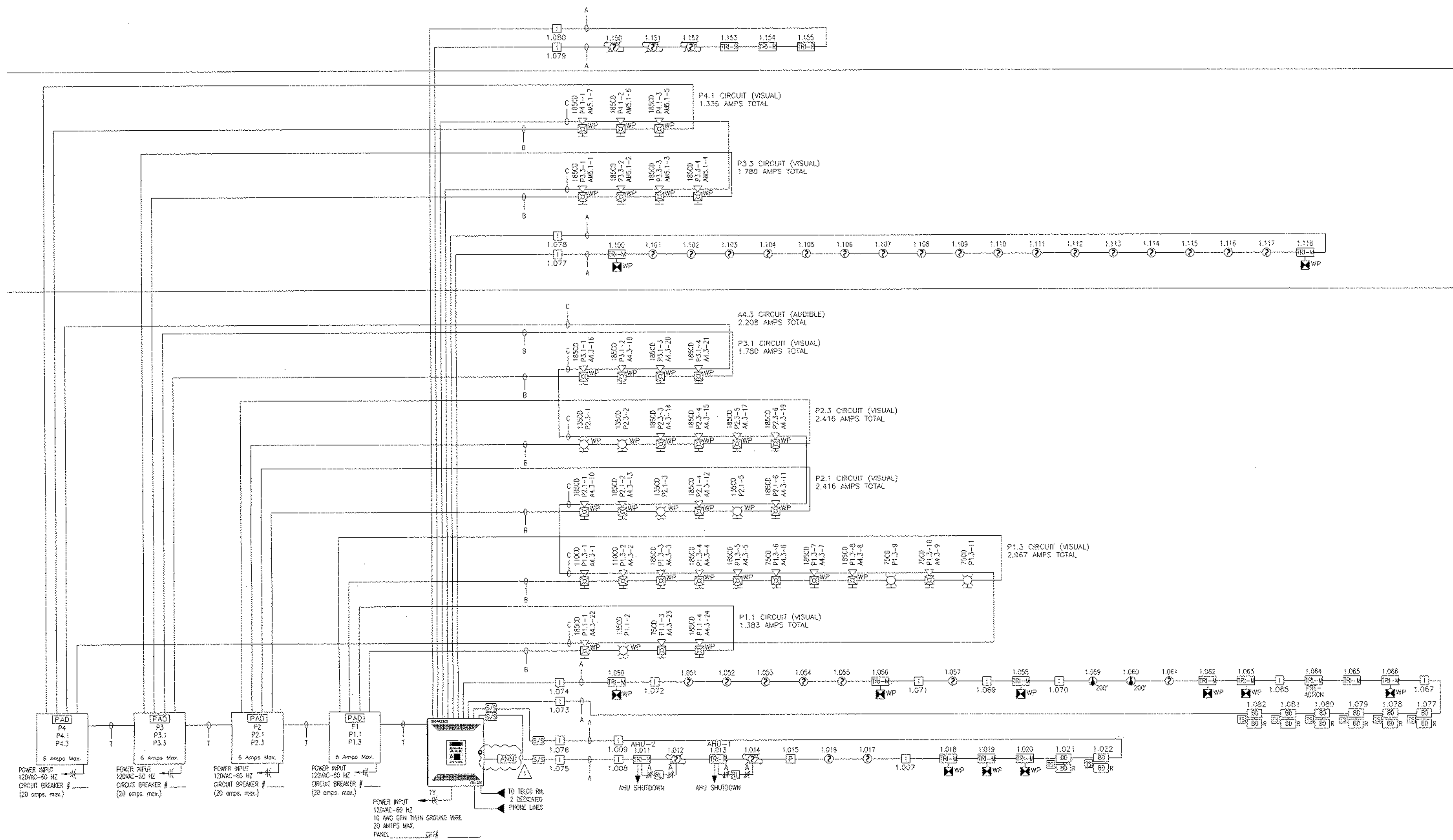
SCOPE OF WORK

- INSTALLATION OF NEW FIRE ALARM DEVICES CONNECTED TO A NEW FIRE ALARM SYSTEM IN EXISTING BUILDING. THIS INCLUDES INSTALLATION OF INITIATING AND NOTIFICATION DEVICES, PROGRAMMING, TESTING, AND CERTIFYING THE COMPLETED FIRE ALARM SYSTEM.
- ALL EXISTING WIRES WILL BE UTILIZED AS MUCH AS POSSIBLE.
- BUILDING IS 2 STORIES TALL CONSISTING OF MECHANICAL SPACE, ELECTRICAL AND PROCESSING ROOMS.

SEQUENCE OF OPERATION

- ACTIVATION OF ANY MANUAL INITIATION DEVICE WITHIN THE SYSTEM SHALL CAUSE THE FOLLOWING ACTIONS AND INDICATIONS:
 - ACTIVATE AUDIO/VISUAL DEVICES THROUGH OUT THE BUILDING.
 - ACTIVATE THE ALARM LIGHT AND SOUNDER AT THE FIRE ALARM CONTROL PANEL AND ANNUNCIATORS.
 - DISPLAY A CUSTOM MESSAGE DESCRIBING THE LOCATION OF THE DEVICE INITIATING THE EVENT.
 - ACTIVATE THE BUILDING SMOKE CONTROL SYSTEM.
 - ACTIVATE DIALER TO CALL OFF SITE CENTRAL STATION CONTRACTED BY OWNER.
- ACTIVATION OF ANY AUTOMATIC FIRE DETECTION DEVICE WITHIN THE SYSTEM SHALL CAUSE THE FOLLOWING ACTIONS AND INDICATIONS:
 - ACTIVATE AUDIO/VISUAL DEVICES THROUGH OUT THE BUILDING.
 - ACTIVATE THE ALARM LIGHT AND SOUNDER AT THE FIRE ALARM CONTROL PANEL AND ANNUNCIATORS.
 - DISPLAY A CUSTOM MESSAGE DESCRIBING THE LOCATION OF THE DEVICE INITIATING THE EVENT.
 - ACTIVATE THE BUILDING SMOKE CONTROL SYSTEM.
 - ACTIVATE DIALER TO CALL OFF SITE CENTRAL STATION CONTRACTED BY OWNER.
- ACTIVATION OF ANY DUCT MOUNTED SMOKE DETECTORS SHALL, BESIDES THE ACTIONS DESCRIBED IN NUMBER 2 ABOVE, CAUSE THE SHUTDOWN OF THE ASSOCIATED AIR HANDLER.
- ACTIVATION OF ANY SUPERVISORY DEVICE WITHIN THE SYSTEM SHALL CAUSE THE FOLLOWING ACTIONS AND INDICATIONS:
 - ACTIVATE THE SUPERVISORY LIGHT AND SOUNDER AT THE FIRE ALARM CONTROL PANEL AND ANNUNCIATORS, IF ANY.
 - DISPLAY A CUSTOM MESSAGE DESCRIBING THE LOCATION OF THE DEVICE INITIATING THE EVENT.
 - ANY DUCT MOUNTED SMOKE DETECTORS SHALL CAUSE THE SHUTDOWN OF THE ASSOCIATED AIR HANDLER OR CLOSURE OF THE ASSOCIATED DAMPER. SYSTEM WILL SHOW A SUPERVISORY ALARM.
 - ACTIVATE DIALER TO CALL OFF SITE CENTRAL STATION CONTRACTED BY OWNER.
- IN THE EVENT OF A TROUBLE WITHIN THE SYSTEM THE FOLLOWING SHALL OCCUR.
 - SOUND THE PANEL SOUNDER
 - DISPLAY MESSAGE ON THE LCD DISPLAY DESCRIBING TROUBLE.
 - RECORD WITHIN THE NONVOLATILE SYSTEM MEMORY THE OCCURRENCE OF THE EVENT.
 - ACTIVATE DIALER TO CALL OFF SITE UL LISTED CENTRAL STATION CONTRACTED BY OWNER.

AS BUILT
SUBMITTED BY
CONTRACTOR



1
FA06
RISER

VOLTAGE DROP CALCULATIONS - PAD									
Panel ID: P1		NAC ID: P1.1		P1.3		Total		Start Voltage: 20.40 Volts	
		Amps		Amps		Amps		Min Voltage: 16.00 Volts	
								Max Voltage Drop: 4.40 Volts	
AV Device Type	Wattage (W)	P1.1		P1.3		Total			
ZR-MC (75cd) Strobe Wall	0.175	0		0		0			
ST-HMC-WP (135 cd) Strobe	0.318	0		0		0			
HS-MC (75cd) Horn/Strobe	0.175	1		2		3			
HS-MC (110cd) Horn/Strobe	0.233	0		4		4			
ST-HMC-WP (135 cd) Strobe	0.318	1		0		1			
MTH-HMC-WP(185CD)	0.445	2		3		5			
NAC Current (Amps)		1.383		0.000		2.367		0.000	
Wire Gauge (awg)		14		14		14			
Resistance (Ohm/1000 ft)**		3.07		3.07		3.07			
Estimated one way wire length (ft)*		331		0		220			
Voltage Drop		2.81		0.00		4.01		0.00	
Voltage Drop %		14%		0%		20%		0%	

BATTERY CALCULATIONS - PAD									
Job Name:		Module Quantity		Current Draw Standby (Amps)		Current Draw Alarm (Amps)		Panel ID: P1	
Module Type									
Internal Power		1		0.035		0.140		0.140	
Total NAC Current		1		0.000		4.350		4.350	
AUX ***		1		0.000		0.000		0.000	
Does AUX drop out with no AC? NO									
Total Standby Current:		0.035		x		24		Hours = 0.84	
Total Alarm Current:		4.49		x		5		Minutes = 0.37	
Module Current Available		6.14		Total A-H Requirement:		1.21		AH	
Module Current Required		4.49		Derating Factor:		1.20		AH	
Module Current Remaining		1.65		Equals Min Battery AH:		1.46		AH	
Max Current per NAC		3.00		Minimum Batt Size:		7		AH	

VOLTAGE DROP CALCULATIONS - PAD									
Panel ID: P2		NAC ID: P2.1		P2.3		Total		Start Voltage: 20.40 Volts	
		Amps		Amps		Amps		Min Voltage: 16.00 Volts	
								Max Voltage Drop: 4.40 Volts	
AV Device Type	Wattage (W)	P2.1		P2.3		Total			
ZR-MC (75cd) Strobe Wall	0.175	0		0		0			
ST-HMC-WP (135 cd) Strobe	0.318	0		0		0			
HS-MC (75cd) Horn/Strobe	0.175	0		0		0			
HS-MC (110cd) Horn/Strobe	0.233	0		0		0			
ST-HMC-WP (135 cd) Strobe	0.318	2		0		2			
MTH-HMC-WP(185CD)	0.445	4		0		4			
NAC Current (Amps)		2.416		0.000		2.416		0.000	
Wire Gauge (awg)		14		14		14			
Resistance (Ohm/1000 ft)**		3.07		3.07		3.07			
Estimated one way wire length (ft)*		134		0		247			
Voltage Drop		1.99		0.00		3.96		0.00	
Voltage Drop %		10%		0%		18%		0%	

BATTERY CALCULATIONS - PAD									
Job Name:		Module Quantity		Current Draw Standby (Amps)		Current Draw Alarm (Amps)		Panel ID: P2	
Module Type									
Internal Power		1		0.035		0.140		0.140	
Total NAC Current		1		0.000		4.832		4.832	
AUX ***		1		0.000		0.000		0.000	
Does AUX drop out with no AC? NO									
Total Standby Current:		0.035		x		24		Hours = 0.84	
Total Alarm Current:		4.972		x		5		Minutes = 0.41	
Module Current Available		6.14		Total A-H Requirement:		1.25		AH	
Module Current Required		4.97		Derating Factor:		1.20		AH	
Module Current Remaining		1.17		Equals Min Battery AH:		1.51		AH	
Max Current per NAC		3.00		Minimum Batt Size:		7		AH	

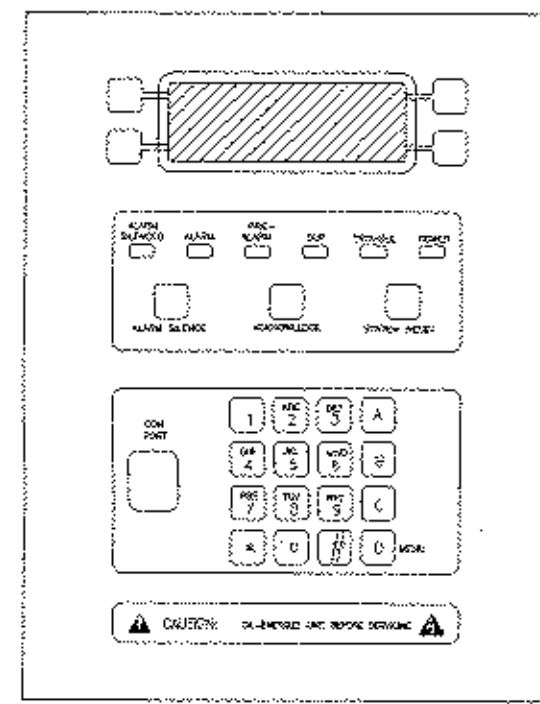
VOLTAGE DROP CALCULATIONS - PAD									
Panel ID: P3		NAC ID: P3.1		P3.3		Total		Start Voltage: 20.40 Volts	
		Amps		Amps		Amps		Min Voltage: 16.00 Volts	
								Max Voltage Drop: 4.40 Volts	
AV Device Type	Wattage (W)	P3.1		P3.3		Total			
ZR-MC (75cd) Strobe Wall	0.175	0		0		0			
ST-HMC-WP (135 cd) Strobe	0.318	0		0		0			
HS-MC (75cd) Horn/Strobe	0.175	0		0		0			
HS-MC (110cd) Horn/Strobe	0.233	0		0		0			
ST-HMC-WP (135 cd) Strobe	0.318	0		0		0			
MTH-HMC-WP(185CD)	0.445	4		0		4			
NAC Current (Amps)		1.780		0.000		1.780		0.000	
Wire Gauge (awg)		14		14		14			
Resistance (Ohm/1000 ft)**		3.07		3.07		3.07			
Estimated one way wire length (ft)*		147		0		187			
Voltage Drop		1.81		0.00		2.04		0.00	
Voltage Drop %		8%		0%		10%		0%	

BATTERY CALCULATIONS - PAD									
Job Name:		Module Quantity		Current Draw Standby (Amps)		Current Draw Alarm (Amps)		Panel ID: P3	
Module Type									
Internal Power		1		0.035		0.140		0.140	
Total NAC Current		1		0.000		3.560		3.560	
AUX ***		1		0.000		0.000		0.000	
Does AUX drop out with no AC? NO									
Total Standby Current:		0.035		x		24		Hours = 0.84	
Total Alarm Current:		3.7		x		5		Minutes = 0.31	
Module Current Available		6.14		Total A-H Requirement:		1.15		AH	
Module Current Required		3.70		Derating Factor:		1.20		AH	
Module Current Remaining		2.44		Equals Min Battery AH:		1.38		AH	
Max Current per NAC		3.00		Minimum Batt Size:		7		AH	

VOLTAGE DROP CALCULATIONS - PAD									
Panel ID: P4				Start Voltage	20.40	Volts			
		Min Voltage	16.00	Volts					
				Max Voltage Drop	4.40	Volts			
AV Device Type	NAC ID	P4.1	A4.3						
	Amps	VISUAL	AUDIO			Total			
ZR-MC (75cd) Strobe Wall	0.175	0	0	0	0	0			
ST-HMC-WP (135 cd) Strobe	0.318	0	0	0	0	0			
HS-MC (crd) Horn Strobe	0.176	0	0	0	0	0			
HS-MC (116cd) Horn Strobe	0.233	0	0	0	0	0			
ST-HMC-WP (135 cd) Strobe	0.318	0	0	0	0	0			
MTH-HMC-WP(185CD)	0.445	3	0	0	0	3			
HS-MC (horn only)	0.110	0	0	4	0	4			
MTH-HMC-WP (horn only)	0.104	0	0	17	0	17			
NAC Current (Amps)		1.335	0.000	2.208	0.000	3.543			
Wire Gauge (awg)		14	14						
Resistance (ohm/1000 ft)		3.07	3.07	3.07	3.07				
Estimated one way wire length (ft)		190	0	300	0				
Voltage Drop		1.58	0.00	4.07	0.00				
Voltage Drop %		8%	0%	20%	0%	V			

BATTERY CALCULATIONS - PAD									
Job Name:				Panel ID: P4					
Module Type	Module Quantity	Current Draw Standby	Current Draw Alarm (Amps)	Standby Current	Alarm Current				
Internal Power	1	0.035	0.140	0.035	0.140				
Total NAC Current	1	0.000	3.543	0.000	3.543				
Does AUX drop out with no AC?	NO	1	0.000	0.000	0.000				
Total Standby Current:		0.035	X	24 Hours =	0.84 AH				
Total Alarm Current:		3.583		5 Minutes =	0.31 AH				
Module Current Available		6.14	Total A.H Requirement:		1.15 AH				
Module Current Required		3.58	Derating Factor:		1.20				
Module Current Remaining		2.46	Equals Min Battery AH:		1.38 AH				
Max Current per NAC		3.00	Minimum Batt Size:		7 AH				

SIEMENS

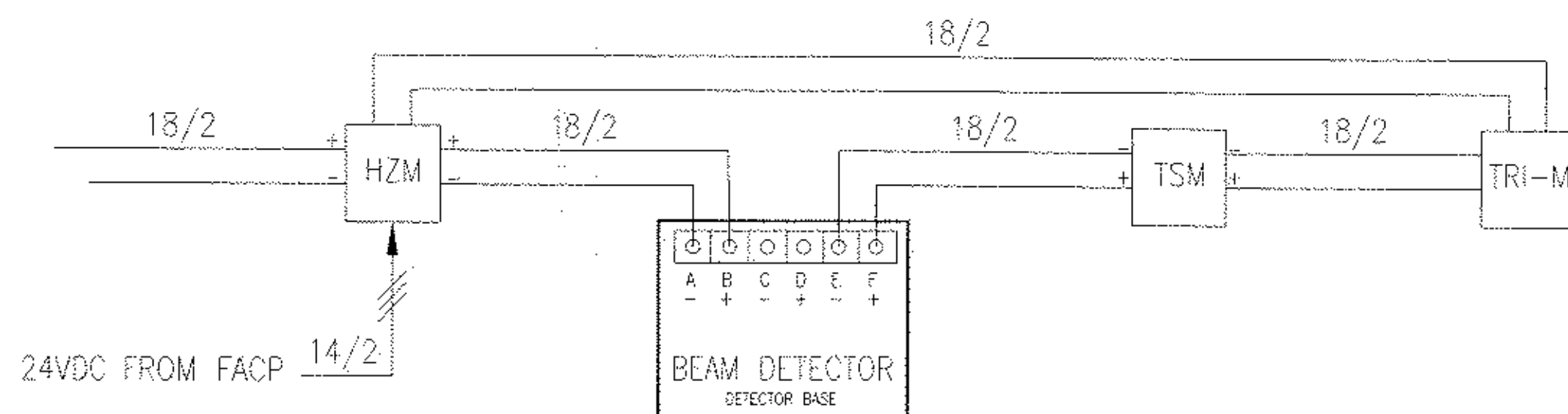


FS-250

FS-250 KIT

2 PANEL DETAIL

BEAM DETECTOR WITH TEST SWITCH
WIRING DIAGRAM



3 BEAM DETECTOR TEST SWITCH

FS-250 PANEL VOLTAGE DROP CALCULATIONS

NAC Circuit ID: AM5		Start Voltage		20.40	Volts	
		Min Voltage		16.00	Volts	
		Max Voltage Drop		4.40	Volts	
	NAC ID----	AM5.1	PAD TRIGGER	AM5.3	AM5.4	
AV Device Type	Amps	7	4	0	0	Total
PAD TRIGGER	0.006	0	4	0	0	4
HTM-HMC-WP (HORN ONLY)	0.104	7	0	0	0	7
NAC Current (Amps)		0.728	0.024	0.000	0.000	0.752
Wire Gauge (awg)		14	14	14	14	
Resistance (Ohm/1000 ft)**		3.07	3.07	3.07	3.07	
Estimated one way wire length (ft)*		500	500	435	323	
Voltage Drop		2.23	0.07	0.00	0.00	
Voltage Drop %		11%	0%	0%	0%	V

BATTERY CALCULATIONS

Job Name:			Panel ID:		AM5	
Module Type	Module Quantity	Current Draw Standby	Current Draw Alarm (Amps)	Standby Current	Alarm Current	
PANEL	1	0.19	0.19	0.19	0.19	Motherboard
FS-NPE	1	0	0	0		Transformer
FS-DAC1	1	0.038	0.054	0.038	0.054	Dialer
FS-RD2	1	0.028	0.085	0.028	0.085	Remote Annunciator
FS-RU2	0	0.032	0.192	0	0	Relay Card
FS-RE8	0	0	0.16	0	0	Relay Extender
FS-SAU2	0	0.018	0.07	0	0	FS-SAU2 Serial Annunciator Unit
LED	0	0	0	0	0	Current for LED added to card above
FS-SAE16	0	0.07	0	0	0	Relay Card
LED	0	0		0	0	Current for LED added to card above
HMS-S	12	0.0015	0.001	0.018	0.012	Manual Station
HFPT-11	2	0.0015	0.0015	0.003	0.003	Thermal Detector
HFP-11	31	0.0015	0.0015	0.0465	0.0465	Smoke Detector
ILED-HW	0	0.001	0.001	0	0	Remote Lamp
HTRI-R	5	0.001	0.001	0.005	0.005	Monitor/Relay Module
HTRI-D	0	0.001	0.001	0	0	Dual Monitor Module
HTRI-M	13	0.0015	0.0015	0.0195	0.0195	Mini Monitor Module
HTRI-S	0	0.0015	0.0015	0	0	Monitor Module
Total NAC Current	1	0.000	0.752	0.000	0.752	Amps
AUX ***	1	0.000	0.000	0.000	0.000	Amps
Does AUX drop out with no AC?	NO		Total:	0.348	1.167	Amps
Total Standby Current:	0.348	x	24	Hours =	8.35	AH
Total Alarm Current:	1.167		5	Minutes =	0.10	AH
Module Current Available	6.00	Total A-H Requirement:		8.45	AH	
Module Current Required	1.17	Derating Factor:		1.20		
Module Current Remaining	4.83	Equals Min Battery AH		10.14	AH	
Max Current per NAC	1.50	Minimum Batt Size		15	AH	

1 PANEL CALCULATIONS

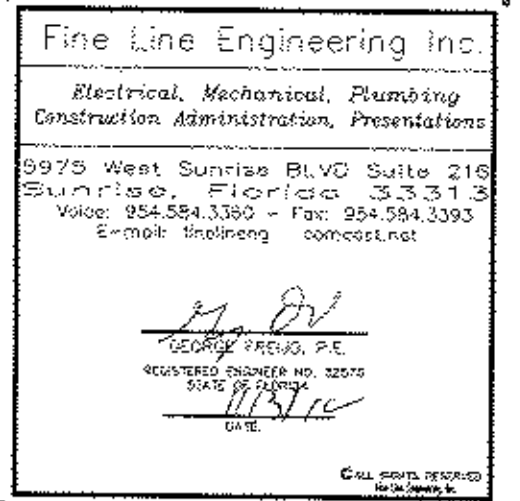
FA07

THE DRAWING AND DESIGN HEREIN SHALL NOT BE DUPLICATED, USED OR DISCLOSED TO OTHERS FOR PROCUREMENT OR OTHER PURPOSE (EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT) WITHOUT WRITTEN PERMISSION OF SIEMENS BUILDING TECHNOLOGIES, INC. FIRE SAFETY DIVISION. ALL OTHER REPRODUCTIONS SHALL BEAR THIS NOTICE.

REVISIONS

No.	Revision	By	Date
0	ISSUED FOR CONSTRUCTION	C.M.	10.27.98
1	NOTE CHANGE	C.M.	05.29.99
2	CHANGE PER FD	C.M.	01.22.10
3	AS BUILT	C.M.	11.03.10

PROFESSIONAL ENGINEERS APPROVAL STAMP:



DESIGN ENGINEERS:

CONTRACTOR'S NAME & ADDRESS:

PRODUCT MANUFACTURER: SIEMENS

Siemens Building Technologies, Inc.
Fire Safety Division
MIAMI BRANCH
3021 N COMMERCE PARKWAY
Miramar, Florida 33025
Tel (954) 364-6800 Fax (954) 430-7552
Florida State EC License No. EC0001881
U.L. Certificate ID No. 603961-030

JOB NAME & LOCATION (STREET ADDRESS):

JUPITER
NANOFILTRATION

210 N. MILITARY TR.
JUPITER, FLORIDA 33456
(561) 746-6134 FAX (561) 747-3634

SHEET COMMENTS:

FIRE ALARM
PANEL DETAIL

INSTALLATION TYPE

- ☒ NEW INSTALLATION
- ☐ DESIGN/BUILD
- ☐ PER CONTRACT DOCUMENT
- ☐ EXISTING BASE JOB # N/A
- ☐ OTHERS

SYSTEM SALES REP:

STEVE MEYER

PROJECT MANAGER:

BRIAN BRUMAGE

DRAWN BY:

CAROLYN MAYSE

CAD FILENAME:

FAEST.dwg

SCALE:

SEE NOTES

DATE DRAWN:

October 27, 2008

SHEET

OF

7

440P-039089

195

of 689



UTILITIES

REQUEST FOR PROPOSALS NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)

SELECTION COMMITTEE PUBLIC MEETING MINUTES April 2, 2025 at 1:00pm

LOCATION:

Utilities Administration Conference Room
Jupiter Water Treatment Plant
17403 Central Boulevard, Jupiter, FL 33458

SELECTION COMMITTEE MEMBERS:

Chris McKenzie, Utility Systems Manager (Committee Chair)
Amanda Barnes, Director of Utilities
Larry Tress, Electrician/Process Controls Supervisor

OTHER ATTENDEES:

None

DISCUSSION

- I. The Selection Committee Meeting convened at 1:04pm.
- II. The Committee Chair introduced the committee. No other attendees were present.
- III. The Chair stated that Selection Committee members were instructed to use the criteria noted in the Request for Proposals (RFP W2511) to rank the proposals.
- IV. The Committee discussed their scoring.
- V. The Chair asked if all scoring was complete and had the Committee members sign their score sheets.
- VI. The Chair passed around a single summary sheet on which each Selection Committee member recorded their scores.
- VII. The Chair then summed up the rankings from the Selection Committee members and asked another Selection Committee member to check addition of the rankings.
- VIII. Once the Selection Committee rankings were summed up, the Committee discussed the sole proposer's proposal and deemed the firm to be qualified to provide services for the NF Building

Fire Alarm Panel Replacement (W2511). The Committee discussed questions and clarifications they wanted BCI to answer before making a final decision on whether to proceed with a contract or not.

- IX. The Committee agreed to contact the proposer to seek clarification on the following items:
 - a. Exclusions noted in Section C, page 2 of BCI's proposal
 - b. Notes and Clarifications provided in Section C, page 2 of BCI's proposal
 - c. Price Proposal Form (Schedule of Values)
 - d. General approach to permitting
 - e. Fire Watch Services
- X. The Selection Committee Meeting adjourned at 1:35pm.

cc: W2511 Selection Committee Meeting File
Meeting Attendees

TOWN OF JUPITER UTILITIES

REQUEST FOR PROPOSALS NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)

SELECTION COMMITTEE MEETING SIGN-IN SHEET April 2, 2025 at 1:00pm

	Name	Agency	Phone Number	Email Address
1	Chris McKenzie	Town of Jupiter	561-741-2605	chrism@jupiter.fl.us
3	Amanda Barnes	Town of Jupiter	561-741-2537	amandab@jupiter.fl.us
4	Larry Tress	Town of Jupiter	561-741-2632	lawrencet@jupiter.fl.us
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REQUEST FOR PROPOSALS
NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)
EVALUATION FORM

RESPONDENT: Midwest Alarm Company Inc (dba BCI Integrated Solutions)

DATE: 3/18/2025

ITEM	CRITERION	COMMENTS	MAX POINTS	SCORE
A	Qualifications and experience of Proposer on similar projects over last 5 years	60 yrs industry. many previous projects safety accident, Workman's comp 3 yrs	15	14
B	Communication: Approach to maintaining good communication with Town staff, for this project, approach for limiting fire alarm system outages, and fire watch, if needed.	Tyler affile detailed plan of communication	10	10
C	Project Approach: Describe the equipment/fire alarm system being proposed and the plan for implementation and execution of proposed work and quality control procedures.	Exclusions and Clarifications need to be discussed.	20	15
D	Current Capacity and Scheduling: Approach to completing the project on time and within budget, suggestions for value engineering, Contractor's current and projected workload		10	8
E	Project Cost: Project Cost as presented on RFP Price Proposal Form/Schedule of Values.	well within budget	40	40
F	Completeness of Proposal: Information provided as described by 3.2.F.	very concise and easy to read proposal, while hitting all the highlights/requirements.	5	5
TOTAL:			100	92

Comments:

RANK NO.:

1

EVALUATOR:

DIRECTOR

3/24/2025

INITIALS

1

**REQUEST FOR PROPOSALS
NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)
EVALUATION FORM**

RESPONDENT: Midwest Alarm Company Inc (dba BCI Integrated Solutions)

DATE: 4-2-2025

ITEM	CRITERION	COMMENTS	MAX POINTS	SCORE
A	Qualifications and experience of Proposer on similar projects over last 5 years		15	15
B	Communication: Approach to maintaining good communication with Town staff, for this project, approach for limiting fire alarm system outages, and fire watch, if needed.		10	15
C	Project Approach: Describe the equipment/fire alarm system being proposed and the plan for implementation and execution of proposed work and quality control procedures.	<i>Did not discuss Permitting, or Transition from old system to New system</i>	20	13
D	Current Capacity and Scheduling: Approach to completing the project on time and within budget, suggestions for value engineering, Contractor's current and projected workload		10	10
E	Project Cost: Project Cost as presented on RFP Price Proposal Form/Schedule of Values.	<i>Error on written portion of Base B.I.</i>	40	35
F	Completeness of Proposal: Information provided as described by 3.2.F.		5	4
TOTAL:			100	92

Comments:

RANK NO.:

1

EVALUATOR

Manager

INITIALS

**REQUEST FOR PROPOSALS
NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)
EVALUATION FORM**

RESPONDENT: Midwest Alarm Company Inc (dba BCI Integrated Solutions)

DATE: 4/2/25

ITEM	CRITERION	COMMENTS	MAX POINTS	SCORE
A	Qualifications and experience of Proposer on similar projects over last 5 years		15	12
B	Communication: Approach to maintaining good communication with Town staff, for this project, approach for limiting fire alarm system outages, and fire watch, if needed.	Not responsible for fire watch	10	2
C	Project Approach: Describe the equipment/fire alarm system being proposed and the plan for implementation and execution of proposed work and quality control procedures.		20	10
D	Current Capacity and Scheduling: Approach to completing the project on time and within budget, suggestions for value engineering, Contractor's current and projected workload		10	6
E	Project Cost: Project Cost as presented on RFP Price Proposal Form/Schedule of Values.	Exclusions	40	10 10
F	Completeness of Proposal: Information provided as described by 3.2.F.		5	2
TOTAL:			100	42

Comments: Monitoring & Dialer system?

- Section 2 Notes & Clarifications Pg 2 of 2 (Sec #2)
- Only has 2 current jobs or install local on this coast (Sec #3)
- Concerned about
- What References are New Building Construction OR Replacement Project.

RANK NO.: _____

EVALUATOR: **Supervisor**

INITIALS: _____

Transmittal Letter

Date: 3/18/25

RE: NF Building Fire Alarm Panel Replacement (W2511)

Note: Mike Simmons will be responsible for the execution of the proposed contract with the Town. This quote is effective for a period of 120 days from the date of receipt.

BCI Integrated Solutions understands and agrees to provide the Scope of Work to be completed as follows, per the RFP provided:

The improvements are generally described as follows:

Furnish all labor, materials, supplies, equipment, tools, transportation, shop facilities and any other requirements necessary for the replacement of an existing addressable fire alarm system including but not limited to: removal and disposal of the existing Siemens FS-250 Fire Alarm System components, including all ancillary equipment and devices (fire alarm panel, smoke detectors, duct detectors, heat detectors, beam detectors, pull stations, notification devices, device bases, annunciator panel(s), and all others), design, permitting, fabrication, and installation of one (1) non-proprietary new addressable fire alarm (FA) panel with all ancillary equipment and devices necessary to meet applicable local, state, and federal codes, rules, regulations. New fire alarm control panel (FACP) and system shall be manufactured by one of the following: Honeywell Fire-Lite ES, Edwards Signal, Mircom, Silent Knight control panel or approved equal. The scope of services under this contract shall also include as an additive alternate bid item, 24/7 monitoring, quarterly and annual inspections, and service (not including warranty repairs) for the newly installed system for a period of one (1) year from date of Substantial Completion. The existing fire alarm panel is located within the Town's Nanofiltration (NF) membrane treatment building at the Town's Water Treatment Plant (WTP), 17403 Central Boulevard, Jupiter, FL 33458. Ancillary equipment is located in the NF building and the NF pretreatment building. Interested proposers must be certified unlimited electrical contractors or fire alarm contractors licensed in the State of Florida to perform the work required, have at least 5 years' experience in design, permitting, fabrication, installation, and testing of fire alarm panels and systems, provide sufficient qualified staff to complete the scope of work contemplated in a timely manner, provide the necessary materials, equipment, tools and supplies to complete the work described in the RFP documents.

A. Qualifications/Experience of Proposer (Prime Contractor)

Who We Are

Midwest Alarm, dba BCI Integrated Solutions, is a private **Woman-Owned business established in 1967 (approx. 60 yrs)**. In addition to proving to stand the test of time, we are also among the largest providers of Electrical Services, Security, Life Safety, **Fire Alarm Systems**, Audio Visual Systems, and Structured Cabling solutions in the United States, proudly serving family businesses to the Fortune 500.

Established in Florida in 1999, BCI is a Florida state-certified **provider of Electrical and Low Voltage systems (Fire Alarm, Security, AV, etc.)**. Servicing Florida and the surrounding states, we have built solid relationships with prestigious and in-demand clients and contractors by providing superior service and support.

BCI was founded on a basic principle: **"Take care of our customers and our customers will take care of us"**. From this basic principle, our business has naturally expanded over the years to provide integrated systems and solutions including Fire Alarm systems, to **some of the largest Companies in the world and some of the most secure and protected facilities in the United States**. Our impressive client list covers every major vertical market. We have successfully designed, implemented, and supported projects for the Federal Government, State and Local Government, Fortune 500 Clients, Major Sports Venues, Hospitals and Healthcare facilities, Colleges/Universities, Industrial Applications, Transportation, and many other venues. During our 60 Years in business, we have the enviable record of Never losing a customer for poor performance. **When we get a customer, we treat them like our only customer. Our clients receive Extreme Customer Service, with Extreme Professionalism**, and we usually keep them for life as a result.

What Sets Us Apart

We offer the Power and Experience of a large national company, and the speed, agility, customer service, and personal relationship of a small one. This unique combination allows us to provide the best of both worlds to clients who demand high quality products and high-performance services. Our attention to detail is critical to solving your concerns and preventing unwanted issues. BCI is comprised of an extremely talented staff who truly care. Our trained, certified industry experts on staff combined with the most technologically advanced product solutions, make BCI one the premier solution providers in the United States.

BCI's Operating Strategies

Our strategy is simple. We hire, train, and retain qualified people who are extremely motivated, and career driven. We are comprised of a forward-thinking management team, better trained and experienced people, a breadth of superior products, unparalleled services, and disciplines project management who are empowered to make quick decisions in order to meet demanding needs and schedules.

Operational Efficiencies & Proven Processes

- **We Have It Down To A Science**. BCI's longevity has allowed us to perfect our processes over time, and develop implementation plans for the most complex system deployments and sophisticated integrations.
- **Our Safety Program** is among one of the most comprehensive plans in our industry and consists of rigorous, continuous training with our people. Safety is one of our top priorities.
- An **extensive Quality Assurance Program** maintains compliance to local laws, codes and regulations, ensures installation standards are at the highest level, provides inspection practices and corrective action if applicable, provides monitoring, measuring, and documentation and reports.

Page 1 of 2

- **Service Support / Client portal provision** – Our Customers have access to projects or service status in real time. Our goal is to make it **easy to work with us** and **provide a fantastic client experience**.

What Sets Us Apart

- **We've done this before**. BCI has performed tens of thousands of successful Fire Alarm system retrofits and installations, as well as ongoing testing and inspecting, and maintenance support for almost 60 years.
- BCI has a local, full service / full staff office in Jupiter, FL located **less than 5 miles from the NF Building jobsite location**. Our convenient, close proximity will allow BCI to provide faster response times to your needs or emergency services than any other bidding company, as well as be convenient in obtaining any additional parts, equipment, etc. if office trips back and forth are needed during the project.
- **Risk mitigation**. BCI has the enviable track record of **never losing a customer** for non-performance during our 60 years in business. We don't fail.
- BCI has the **infrastructure and resources** needed to provide support before, during, and after the project implementation, including but not limited to the following:
 - o Application and design engineers
 - o Technical Support Specialists
 - o Program Managers
 - o Project Managers, who are disciplined and empowered to make decisions
 - o System Trainers
 - o Dedicated installation and service technicians who are trained and certified
 - o Dedicated Service department and dispatching, along with a Help Desk
 - o A fleet of fully stocked vehicles to enhance responsiveness and minimize system downtime, reduce operational interferences, and minimize your exposure to risk.
 - o Support personnel including Materials Management, Logistics specialists, Administrative services, sales, and management.
- We are **privately owned**. This is huge client benefit that is often overlooked by many. However, being privately owned allows us to **color outside the lines** and do whatever is needed to quickly take care of our customers and our employees. No red tape or long processes for approvals to do what's needed.
- We are **proven**. In addition to 60 years of proven success, BCI has been recognized by National Publications as one the top Solution Providers and Integrators in the United States. Many of BCI's high profile clients have been publicly recognized for the systems they've deployed through BCI.
- **We care**. We understand that you, the customer, is the sole reason for our existence, and our ability to protect your property, people, and assets make a difference.
- **Endorsements**. BCI is endorsed by many of our manufacturers as their top performing partner who they endorse and recommend for projects of any size or complexity.

B. Communication

BCI's Approach to Communication starts with the understanding that Communication is King, and it's key to a successful relationship. BCI has identified 7 Critical Factors for Success, which we will discuss more in Section C, Project Approach. However, Communication is one the 7 pillars of these critical factors.

Beyond good communication being a common courtesy of professionalism to our clients, it's a vital component for organizing schedules and daily tasks based on the customer's priorities and stages of site readiness.

- Once a project is authorized to proceed, the salesperson provides a comprehensive job folder to BCI's Operations team and an "internal" Kick-Off meeting occurs to communicate all aspects of the project to the Project Manager and other key personnel. This is part of the Project Handoff / Knowledge Transfer from Sales and Engineering to Operations. This occurs again at project completion when the Knowledge Transfer goes from Installation to the Service Department.
- After reviewing the Project Job Folder and having the internal kickoff meeting, the Project Manager communicates with our materials management team to get an understanding of equipment lead times with all of the manufacturers.
- The Project Manager then communicates with the customer to introduce himself as the point of contact during the duration of the project, and to inform the customer on the expected equipment lead times in order to begin discussing a mutually agreeable start date and schedule.
- We provide our customers with our cell phone numbers so we are always completely accessible to you.
- Obtaining permits with the local jurisdictions is an everyday occurrence for our Operations team and they know this process intimately. Communication as it relates to obtaining permits has not been a problem or concern for us.
- Once a schedule is in place, the Project Manager sets up an "External" Kick-Off Meeting at the jobsite with the customer to meet the stakeholders and have them meet us, as well as to establish the main points of contact and communication protocols that work best for them. That is the first order of business in these meetings. Other aspects / benefits of this meeting will be covered in Section C.
- BCI's Project Managers conduct weekly progress meetings and communicate milestone progress reports to the customer on a regular basis.
- Ongoing communication is done in a proactive manner to ensure our contractual commitments to the project are met on time and within budget, as well as to ensure nothing has changed with the project or the customer's initiatives that may require changes to the scope of work, schedule, or budget.

- Our customers receive Project Timeline updates that can show the planned and actual accomplishments on a schedule or via Microsoft Project. They receive Weekly Progress Reports that will list the progress, any delays, and coordination efforts. We provide Transmittal Forms qualifying all exchanging information. We provide written Change Orders for any adjustment is needed to the existing contract. At the conclusion of the project, the customer is given an Acceptance Test report that communicates everything has been tested, passed, and is accepted as fully functional to the client's expectation. A Completion Certificate is provide to have written communication signifying the customer has inspected the work and agrees that the associated scope of work has been completed to their satisfaction.
- We provide our customers with access to a client portal so you have real-time updates on project or service status. Our staff updates the portal information on a regular basis so that our clients have accessible communication at their fingertips, in addition to the traditional methods.
- Communication ties into all aspects of our client relationship, the project, our processes, and our people. It's a major part of our Tried & True 12 Step Implementation Process, our Quality Assurance Program, the End-User Training Program, and numerous other touchpoints.
- Our clients will have the cell phone numbers and email addresses of BCI's key people supporting them. This includes but is not limited to, the Salesperson, the Project Manager, the site Forman (if applicable), the Service Manager, Executive Management (if desired), and others as needed. This is in addition to BCI's office and administrative staff who will also be in communication as needed.

Office Location and Benefits:

- BCI has a local, full service / full staff office in Jupiter, FL located **less than 5 miles from the NF Building jobsite location**. Our convenient location and close proximity will allow BCI to provide faster response times to your daily needs or critical emergency services than any other bidding company.
- In the event that additional equipment, tools, or other is needed for the jobsite that our team may not have, the office is less than 5 minutes away so going back and forth (if needed) is quick with no lost time, as opposed to having an office further away.
- Being so close to BCI's office would enable more technicians to become familiar with your site, the system, and your people who are responsible for the system we deploy. This would not be the case if a company is located far.
- This close proximity will be very convenient for you, our customer, if you wanted to attend training at our facility, or attend any technology lunch and learns we hosted by BCI and our Manufacturers.

C. Project Approach

BCI will install a Silent Knight system that was listed as an approved NON-PROPRIETARY system that can be provided and/or serviced by others.

BCI Summary of Work:

BCI Integrated Solutions (BCI) will furnish and install a Non-Proprietary Silent Knight Temporal 3 Fire Alarm System to replace the existing as specified. BCI will provide all necessary submittals, shop drawings, equipment, installation, programming, trim out, testing and certification as required to provide a Silent Knight Temporal 3 Fire Alarm System as depicted on drawings FA-01, FA-06, and FA-07 dated 11/3/2010.

WHEN IT COMES TO IMPLEMENTING THE PLAN, BCI HAS ALL THE CHECKS AND BALANCES IN PLACE. BELOW IS A SUMMARY OF OUR TRIED & TRUE "DELIVERY PLAN"

1. Project Start Up –Upon award, BCI's project team will initiate a project kick-off meeting at the job site so all BCI team members can meet the client's team, perform a site survey, and familiarize themselves with the job site. This meeting will allow BCI and the Client to review the project scope, plans and specs, budget, timeline, materials and equipment, engineering and other pertinent information with team members prior to order of equipment. This discovery phase is the cornerstone to the project. During this phase participants include Project Management, technical installation and lead technician(s). The primary objective during this phase is to verify existing conditions to create a basis for the overall plan and define the detail required to successfully achieve the system goals and objectives of the project. After being provided floor plans for the site by our customer, BCI will layout the device plan for the project. We will indicate devices at all locations. After project kick-off, the PM sets weekly meetings at which time team members report progress, air issues or concerns, and generally provide information necessary to keep the project on track and moving forward.

2. Procurement, Demolition, Fabrication

BCI will begin the procurement of equipment immediately. At the jobsite, BCI technicians will begin the removal of the existing system devices and equipment, and labelling the existing cables as needed. This information will be documented on programming forms and drawings will be marked to reflect the alarm input information. As this is being performed at the jobsite, BCI will begin fabricating (if needed) any equipment enclosures for electronic components to be mounted inside. This process will conform to BCI's standardization procedures and installation playbook. Any pre-configuring or programming that can be done in advance will also begin at this time.

3. Field Hardware Installation / Implementation

The implementation process, **quality control**, and **safety** is monitored closely by the BCI's Project Manager and Site Foreman, and by a number of team members. As removal of the existing devices begins, BCI will install the new devices and any supporting electronic equipment in the exact locations. These devices will be connected to the customer's existing cable infrastructure that will be re-used. Installation continues with meetings as required, field inspections, cabling, device mounting and terminations.

4. System Programming – Any required programming will begin at this time.

5. Commissioning/Testing - System commissioning occurs toward the end of the project. Devices and panels are brought online and tested for functionality one at a time with adjustments made in the field as needed until all is up and working properly. At this point the system should be at a functional level for beneficial use of the system to begin and the start of the warranty period.

6. Training, As-Built Drawings, & Documentation - If training is included in the agreement, it will occur at this time. Also, if applicable, BCI will produce As-Built drawings and system manuals upon completion of the job.

7. Service and Support - BCI employs a staff of dedicated technicians who provide superior service and support to our customers. Our Service Manager ensures customer problems are addressed professionally, and local technicians are dispatched in a timely and efficient manner. A dedicated phone number and email address is set up for all support issues.

Exclusions:

- All pathways, raceways, boxes, fire caulking and 120 volt wiring are existing and to be utilized for this project.
- Removal of existing fire alarm system equipment is included in this proposal.
- This proposal is based upon utilizing existing wiring and conduit system.
- If existing wiring requires repair and/or replacement, additional costs will be incurred, and those costs would be billed separately.
- Any and all means necessary to meet required cable survivability is to be provided by others.
- CAD drawings to be provided to BCI by the electrical contractor at no cost to BCI.
- Knox Box is NOT included in this proposal.
- Phone lines and Central Station Monitoring are NOT included in this proposal.
- This proposal is based upon the device quantities as shown on the Riser Diagram FA-06, as well as the reply to RFI question #4 (replace in kind) and is NOT a Design Build.
- Final device quantities, locations, and types pending approval by the AHJ.
- Proposal presumes the existing Potter PFC Sprinkler/Releasing Control Panel is in 100% functioning order.
- Proposal presumes unfettered access to all pertinent areas throughout the project.

Notes and Clarifications

- This quotation is based upon re-using the existing cable infrastructure. Should BCI determine, at their sole discretion, that any item being re-used is defective or not in good working order, an additional cost will be required for BCI to repair or replace any such item.
- BCI will perform system programming to a level that establishes communication from field devices to the head end, and basic component functionality for test purposes. The customer will be responsible for programming their operating parameters as needed.
- This quotation excludes any applicable general construction related work such as but not limited to core drilling, trenching, backfill and/or compacting, concrete or concrete footers, cutting, patching, or painting.
- This quotation is based upon BCI performing all work during BCI's normal working business days and hours. Any work requested or required to be performed outside of these days and times would require an additional cost.

D. Current Capacity and Scheduling

BCI currently has 2 large projects valued at approximately \$60M dollars that are being performed out of our Jupiter, FL office. One of these projects is about 60% complete and the other is new construction that is about 20% completed. Although these two projects are significant in size, they will not affect BCI's ability to complete your project quickly. We have approximately one hundred (100) technicians who are staffed out of our Jupiter, FL office location and the two projects currently in progress do not have enough consistent everyday work for all of our technicians, especially because the largest project is new construction which requires us to work in phases and not everyone all at one time.

BCI also has several additional office locations throughout Florida where technicians can be pulled from if needed. We do not expect this to be needed. However, I want to point it out so you know we have a backup plan just in case. I don't believe my competitors will be able to match our local manpower or have a backup plan.

BCI can begin your project quickly and will have a dedicated team assigned to your project who will stay on the job from start to finish. We commit to completing your project far in advance of your timeline.

ADDITIONAL REFERENCES

CURRENT MAJOR PROJECTS AND PAST PROJECTS INFORMATION:

PAST PROJECTS:

UNFI Sarasota - \$16 mil

Tellevast & University Parkway
Sarasota, FL 34243

Contracted with – Arco/Murray National Construction
Cody Brown cbrown@arcodb.com

Walter Pownall Electric Vehicle Chargers \$1 mil

Completed 10/2022
Tampa, FL

Contracted with – Pinellas County School Board
Brian Long LONGBR@pcsb.org

Aurelia Cole Academy - \$1.17 mil

Complete 1/2024
301 East Ave.
Clermont, FL

Contracted with – Electric Services
Hidi Bowens htbowens@electric-services.com

Aileron Golf Club - \$1.7mil

Completed 1/2024
13625 S.W. Kingsway Circle
Lake Suzy, FL

Contracted with – Mainstay Construction
Teresa teresap@MainstayCM.com

Robinson High School \$8 mil

6311 S. Lois Ave.
Tampa, FL 33616

Contracted with – Ajax Building Company
Jeff Wright jeff.wright@ajaxbuilding.com

Anazao Health - \$2.9 mil

5401 Hangar Court
Tampa, FL

Bay Area Building Solutions
Thomas Jackson tjackson@babscb.com
95% completed

CURRENT PROJECTS:

RSW Terminal Expansion \$6.8 mil

1100 Terminal Access Road
Fort Myers, FL 33913

Contracted with – Manhattan Construction
susan.sturgill@manhattanconstruction.com
Susan Sturgill, Field Office Manager 65% completed

VA Hospital-Des Moines \$7.4 mil

3600 30th Street
Des Moines, IA 50310

Contracted with – GC Hurley Construction
Mary Burge mburge@gchurley.com

Palmetto High School - \$4.4 mil

1200 17th St.
Palmetto, FL 34221

Contracted with – Gilbane Building Company
Travis Goin TGoin@GilbaneCo.com
95% completed

Sarasota Sheltair SRQ Aviation - \$2.5 mil

1120 Clyde Jones Rd.
Sarasota, FL

Johnson-Laux Construction

Richard Reinhart Richard@johnson-laux.com

8% completed

SMH Brian D Jellison Cancer Ctr \$19 mil

1700 South Tamiami Trail
Sarasota, FL 34239

Turner Construction Company

Daniel Blank dblank@tcco.com

10% completed

Wiregrass Ranch Hospital \$30 mil

State Road 56
Wesley Chapel, FL 33545

Turner Construction Company

Chris Daniels cdaniels@tcco.com

34% completed

UHS Alan B Miller Med Ctr \$21 mil

Pasteur Blvd
Palm Beach Gardens, FL

Turner Construction Company

Jack Carlton jcarlton@tcco.com

20% completed

VAMC WPB EHRM \$26 Mil

7305 North Military Trail
Palm Beach Gardens, FL

The Povolny Group

Jim Povolny jim@povolnygroup.com

30% completed

G & C Foods \$4.6 Mil

11100 NW 174th Ct
Alachua, FL

Arco Design Build

Garner Lames glammes@arcodb.com

98% completed

PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION

Proposer Company Name: BCI Integrated Solutions

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR
NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)**

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 Proposals 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 is seeking proposals from qualified, experienced, and licensed contractors in the State of Florida to replace an existing fire alarm system panel and its ancillary devices with one (1) new addressable fire alarm panel and ancillary devices within the Nanofiltration (NF) membrane treatment and pretreatment buildings located at the Town of Jupiter Water Treatment Plant. The new alarm system must meet all local, state and federal regulations. Proposals shall include, but not be limited to design, permitting, fabrication, installation, labor, materials, equipment, and tools necessary to furnish, install, and test the new fire alarm system meeting the requirements of this Request for Proposals (RFP) and associated documents. Proposals shall also include as an additive alternate bid item, 24/7 monitoring, quarterly and annual inspections, and service (not including warranty repairs) for the newly installed system for a period of one (1) year from date of Substantial Completion.

The undersigned further declares that the services required by the proposed contract will be provided within the contract times specified in the RFP for the unit prices listed below.

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PROCEED TO NEXT SECTION

PRICE PROPOSAL FORM
NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)

Proposing Company Name: Midwest Alarm Co. Inc., dba BCI Integrated Solutions

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
BASE BID ITEMS					
1	Consideration for Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
2	Bonds and Insurance (Not to Exceed 3% of Total Base Bid Price)	1	LS	\$ <u>2,092.00</u>	\$ <u>2,092.00</u> <i>ms</i>
3	General Conditions/Contract Administration (Not to Exceed 5% of Total Base Bid Price)	1	LS	\$ <u>0.00</u>	\$ <u>0.00</u>
4	Undefined Conditions Allowance	1	ALLOW	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
5	Demolition of Existing Fire Alarm System	1	LS	\$ <u>4,000.00</u>	\$ <u>4,000.00</u>
6	Furnish & Install New Panel and Equipment	1	LS	\$ <u>84,750.00</u>	\$ <u>84,750.00</u>
7	Fire Watch Services	10	Day	\$ <u>1,235.00</u>	\$ <u>12,350.00</u> <i>ms</i>
Total Base Bid Price: (Items 1-7) =					\$ <u>118,292.00</u> <i>ms</i>

ADDITIVE ALTERNATE BID ITEMS

AA1	24/7 Monitoring Services	12	Month	\$ <u>150.00</u>	\$ <u>1,800.00</u>
AA2	Quarterly and Annual Inspections	4	EA	\$ <u>1,670.00</u>	\$ <u>6,680.00</u>
AA3	Non-warranty Service Call Allowance	1	ALLOW	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>

Total Additive Alternate Bid Price: (Items AA1 – AA3) = \$ 13,480.00

Total Base Bid + Additive Alternate Bid Price (Items 1-7 and AA1-AA3) = \$ 131,772.00 *ms*

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

PRICE PROPOSAL FORM (CONTINUED)

Total Base Bid Price (Items 1 – 7) in Words: One hundred eighteen thousand, two hundred ninety-two dollars *mf*

Total Additive Alternate Bid Price (Items AA1 – AA3) in Words: Thirteen thousand four hundred eighty dollars

Total Base Bid + Additive Alternate Bid Price (Items 1-7 and AA1-AA3) in Words: One hundred thirty-one thousand, seven hundred seventy-two dollars *m.f.*

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PROCEED TO NEXT SECTION

PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION (CONTINUED)

If awarded the Contract, the undersigned agrees to execute the attached Agreement within fifteen (15) calendar days from the date set forth in the Notice of Intent to Award or Notice of Award, which ever one is received first, and to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed.

Substantial Completion:	120 calendar days from Notice to Proceed
Final Completion:	150 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 includes Contractor to obtaining permits, shop drawing approvals, ordering materials, receiving deliveries, construction of the Work, restoration, permit close-outs, and all other work required to complete the Work in full. The undersigned acknowledges that liquidated damages will apply if the completion dates are not achieved.

The undersigned agrees that all RFP documents issued for this project, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive proposal. The undersigned acknowledges receipt of 1 (insert number) Addenda for this project.

The undersigned furthermore agrees that, in case of failure on undersigned's part to sign said contract and provide required bond, power of attorney, 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 Proposal 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 Proposal 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, 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 Part III – Instructions for Preparing Proposals.

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.

PREVIOUS EXPERIENCE AND REFERENCES

Midwest Alarm Company Inc dba BCI Integrated Solutions certifies that they were the Prime Contractor or Subcontractor for the following Contracts completed within the last 5 years, including similar work in scope and magnitude to the Town's Fire Alarm System RFP. Include at least four (4) references for the work completed or underway within the past five (5) years.

(1) NAME & LOCATION OF PROJECT: See Attached Listing HCPS Nelson HVAC & Fire Alarm System

CHECK ONE OF THE FOLLOWING OPTIONS, PROPOSER WAS: ☐ PRIME CONTRACTOR ☒ SUBCONTRACTOR

YEAR OF PROJECT: 2024

DESCRIPTION OF SCOPE OF WORK: Fire Alarm System and Test and Inspection

CONTRACT VALUE: \$ 893,939.00

TOTAL VALUE OF CHANGE ORDERS: -\$12,459.55

REASON FOR CHANGE ORDERS: Customer requested changes

CONTRACT START AND COMPLETION DATES: 05/27/24 start ; 09/30/2024 completion

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Reno Boyd Building Co.

Trevor Horton (PM), trvorh@renoboyd.com, 813 885-7366 - General Contractor who subcontracted the job to us

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PROCEED TO NEXT SECTION

PREVIOUS EXPERIENCE AND REFERENCES (CONTINUED)

(2) NAME & LOCATION OF PROJECT: Navel Air Station Key West FL

CHECK ONE OF THE FOLLOWING OPTIONS, PROPOSER WAS: ☐ PRIME CONTRACTOR ☒ SUBCONTRACTOR

YEAR OF PROJECT: 2024

DESCRIPTION OF SCOPE OF WORK: Fire Alarm System with Test and Inspection & Notification System

CONTRACT VALUE: \$ 182,250.00

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: 08/29/24 start ; Active job, on schedule

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Ahead of schedule

OWNER OF PROJECT:

OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Pedro Falcon Contractors Inc.

Roma Sviridenko, roman@pedrofalcon.com, 305 822-2200, General Contractor who subcontracted this job to us

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PROCEED TO NEXT SECTION

PREVIOUS EXPERIENCE AND REFERENCES (CONTINUED)

(3) NAME & LOCATION OF PROJECT: AUI Cancer Center Ocala, FL

CHECK ONE OF THE FOLLOWING OPTIONS, PROPOSER WAS: [] PRIME CONTRACTOR ☒ SUBCONTRACTOR

YEAR OF PROJECT: 2024

DESCRIPTION OF SCOPE OF WORK: Fire Alarm System

CONTRACT VALUE: \$29,155.00

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: 08/10/23 start ; 01/31/25 completion

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Ciraco Electric

Brandon Ciraco, brandon.ciraco@ciracoelectric.com, 352 629-5976, Contractor who subcontracted project to us

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PROCEED TO NEXT SECTION

PREVIOUS EXPERIENCE AND REFERENCES (CONTINUED)

(4) NAME & LOCATION OF PROJECT: Palm Harbor Fire Station #68 Palm Harbor, FL

CHECK ONE OF THE FOLLOWING OPTIONS, PROPOSER WAS: ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

YEAR OF PROJECT: 2024

DESCRIPTION OF SCOPE OF WORK: Fire Alarm System, Test and Inspect, Voice Evacuation System

CONTRACT VALUE: \$ 40,485

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: 06/18/24 start ; Active job on schedule

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): On schedule

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: AAA Electrical Contractors

Jim Hoffman, jhoffman@aaaele.com, 727 847-2357, Contractor who subcontract job to us

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PROCEED TO NEXT SECTION

PREVIOUS EXPERIENCE AND REFERENCES (CONTINUED)

(5) NAME & LOCATION OF PROJECT: Apollo Beach Elementary - Apollo Beach, FL

CHECK ONE OF THE FOLLOWING OPTIONS, PROPOSER WAS: ☐ PRIME CONTRACTOR ☒ SUBCONTRACTOR

YEAR OF PROJECT: 07/9/24

DESCRIPTION OF SCOPE OF WORK: Fire Alarm System

CONTRACT VALUE: \$ 17,800.00

TOTAL VALUE OF CHANGE ORDERS: N/A

REASON FOR CHANGE ORDERS: N/A

CONTRACT START AND COMPLETION DATES: 07/09/24 start ; 08/30/24 completion

WAS PROJECT COMPLETED ON TIME (IF NOT EXPLAIN THE DELAYS): Yes

OWNER OF PROJECT:
OWNER CONTACT NAME, PHONE NUMBER, EMAIL ADDRESS: Hillsborough County Public Schools

Jay Houghton, jay.houghton@hcps.net, 813 635-1132

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PROCEED TO NEXT SECTION

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 PROPOSAL. FAILURE TO INCLUDE THIS FORM WITH THE PROPOSAL 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 employees 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.

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT SECTION

CONTRACTOR SAFETY QUALIFICATION FORM

SECTION 1: COMPANY INFORMATION

Company Name: Midwest Alarm Company Inc dba BCI Integrated Solutions

Address 1: 9501 Princess Palm Ave

Address 2:

City, State, Zip: Tampa, , FL 33619FL 33619

Telephone No.: 813-249-1020

Fax No.:

SECTION 2: NAME(S) AND RELATIONSHIPS OF PARENT COMPANY, AFFILIATES, SUBSIDIARIES, PARTNERS

Company Name:

Address:

City, State, Zip:

Relationship:

Company Name:

Address:

City, State, Zip:

Relationship:

SECTION 3: INSURANCE COVERAGE

3.1 Please attach certificates showing the extent of coverage, exclusions and deductibles for the following:

- General 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?

3+ years

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 letter		

CONTRACTOR SAFETY QUALIFICATION FORM (CONTINUED)

3.4 List the contact information for an insurance broker who can verify your EMR's:

Name: See attached letter

Address 1:

Address 2:

City, State, Zip:

Telephone No.:

If you do not have an EMR, please explain:

SECTION 4: INJURY AND FATALITY INFORMATION

4.1 Please transfer the numbers and rates of injuries and illnesses from your firm's OSHA No. 300 Logs to the table below: See attached OSHA logs

Statistic	Year: _____		Year: _____		Year: _____	
	No.	Rate	No.	Rate	No.	Rate
Lost Workday Cases						
Restricted Workday Cases						
Medical Treatment (not First Aid) Cases						
Total Illness Cases						
Total Recordable Cases						
Fatalities						

4.2 If your company has had fatalities in the past three years include location, cause and corrective actions in the space below:

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: weekly
- Subcontractors? ☒ Yes ☐ No Frequency: weekly

SECTION 6: SAFETY AUDITS

6.1 Will a representative of your company audit safety practices on this job?

☒ Yes ☐ No

Name: Rodrigo Ponce Title: Safety Coordinator

How frequently will the representative visit the project site? weekly

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 See Attached

7.2 Please give the name and telephone number of your company's health and safety officer, if any:

Name: Rodrigo Ponce Title: Safety Coordinator

Telephone No.: 727-674-3870

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.
None

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): Eric Isaksen Title: VP of Operations

Signature:  Date: 3/17/05

January 8, 2025

To Whom It May Concern:

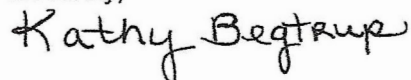
RE: Midwest Alarm Co Inc dba BCI Integrated Solutions

Dear Lisa,

Listed below are the Work Comp Experience Modification Rating Factors for Midwest Alarm Co Inc dba BCI Integrated Solutions:

Effective Date	Experience Mod
1/1/25	.94
1/1/24	.86
1/1/23	.72
1/1/22	.73
1/1/21	.75
1/1/20	.75
1/1/19	.90

Sincerely,

Kathy R. Begtrup, CPIW, CISR
Client Advocate
Kathy.Begtrup@marshmma.com

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 24

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	8	0	0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
8	10

Injury and Illness Types

Total number of cases (a)	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
8	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for the collection of information is estimated to average 58 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments on this burden estimate or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3104, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name BCI Integrated Solutions

Street 9501 Princess Palm Ave.

City Tampa State FL Zip 33619

Industry description (e.g., Manufacturing of motor truck trailers)

Electrical Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

238210

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 400

Total hours worked by all employees last year 672,000.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Computer Accountant

Phone 605-339-1709

Date 1-24-25

Reset

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(g) <u>0</u>	(h) <u>1</u>	(i) <u>0</u>	(j) <u>0</u>

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(k) <u>10</u>	(l) <u>0</u>

Injury and Illness Types

Total number of ...			
(m) (1) Injuries	<u>1</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 28 minutes per response, including time to review the instructions, search and gather the data needed, and complete the review of the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate of burden, including suggestions for reducing this burden, write to Washington, DC 20203. Do not send this document to the office.

Establishment information

Your establishment name Midwest Alvin Company
 Street 7300 S. Dakota Ave.
 City St. Louis, Mo. State MO ZIP 63105

Industry description (e.g., Manufacturer of metal parts)
Print security systems, electrical
 Standard Industrial Classification (SIC), if known (e.g., 3715)
7382

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 300
 Total hours worked by all employees last year 504000

Sign here

Knowing that falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Signature [Signature] Title Exec. V.P.
 Date 1/11/24

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G) <u>0</u>	(H) <u>1</u>	(I) <u>2</u>	(J) <u>0</u>

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) <u>68</u>	(L) <u>10</u>

Injury and Illness Types

Total number of ...			
(M) (1) Injuries	<u>3</u>	(4) Poisonings	<u>0</u>
(2) Skin disorders	<u>0</u>	(5) Hearing loss	<u>0</u>
(3) Respiratory conditions	<u>0</u>	(6) All other illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20503. Do not send the completed form to this office.

Establishment information

Your establishment name Midwest Farm Company
Street 2300 S. Dakota Ave.
City Sioux Falls State SD ZIP 57105

Industry description (e.g., Manufacture of motor truck trailers)
Standard Industrial Classification (SIC), if known (e.g., 3715) 7382

North American Industrial Classification (NAICS), if known (e.g., 336212) _____

Employment information (If you don't have these figures, see the instructions on the back of this page for estimates.)

Annual average number of employees 260
Total hours worked by all employees last year 436800

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Title Exec. V.P.
Telephone 605-339-1709 Date 3 2 2023

NON-COLLUSIVE AFFIDAVIT FORM

STATE OF Florida
COUNTY OF Hillsborough

ERIC ISAKSEN, being first duly sworn deposes and says that:

1. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: 3 / 17 / 2025

By [Signature]

I HEREBY CERTIFY that on this day, before me personally appeared, by means of ☒ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ERIC ISAKSEN, an authorized representative of Midwest Alarm Co INC dba BCI Integrated Solutions, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 17th day of March 2025

[Signature]
NOTARY PUBLIC



LISA WALTZ
Notary Public
State of Florida
Comm# HH508024
Expires 7/3/2028

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 ~~Laura Cahill, Town Clerk~~ Eric Isaksen DS
EI
[print individual's name and title]
 for Midwest Alarm Company Inc dba BCI Integrated Solutions
[print name of entity submitting sworn statement]
 whose business address is 9501 Princess Palm Ave Tampa, FL 33619

and (if applicable) its Federal Employer Identification Number (FEIN) is:
46-0307899
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:
 _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this 17th day of March, 2025

Personally known ✓

OR Produced identification N/A Notary Public – State of Florida

My commission expires 7/9/2028

Natasha
(Printed typed or stamped commissioned name notary public)

Town of Jupiter Utilities
NF Building Fire Alarm Panel Replacement (W2511)



LISA WALTZ
Notary Public
State of Florida
Comm# HH568624
Expires 7/9/2028

Page 43

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

Midwest Alarm Company Inc dba BCI Integrated Solutions does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

Mike Simmons, Engineered Systems Sales

Proposer's Printed Name and Title

3/17/25

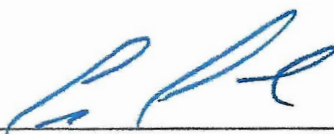
Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Midwest Alarm Company Inc dba BCI Integrated Solutions [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 Midwest Alarm Company Inc dba BCI Integrated Solutions [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Eric Isaksen
Date: 3/17/25

STATE OF FLORIDA

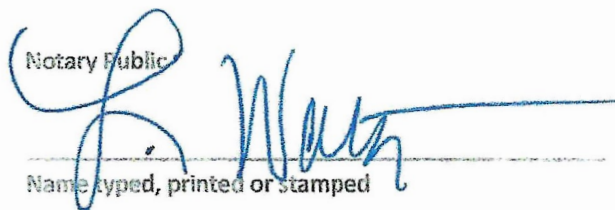
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or / online notarization, this 17th March 2025 (date) by ERIC ISAKSEN (name of officer or agent, title of officer or agent) of Midwest Alarm Co Inc dba BCI Integrated Solutions (name of contractor company acknowledging), a SD (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

[Notary Seal]



LISA WALTZ
Notary Public
State of Florida
Comm# HN568624
Expires 7/9/2028



Name typed, printed or stamped

My Commission Expires:

PROPOSAL ACKNOWLEDGEMENT AND CERTIFICATION (CONTINUED)

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

SUBMITTAL DATE 3/18/24

CONTRACTOR NAME Midwest Alarm Company Inc dba BCI Integrated Solutions

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) 46-0307899
(if the entity has no FEIN, include the Social Security Number of the individual signing this Proposal.)

SIGNATURE OF RESPONSIBLE OFFICIAL [Signature]

PRINT NAME AND TITLE OF RESPONSIBLE OFFICIAL Eric Isaksen

EMAIL ADDRESS OF RESPONSIBLE OFFICIAL eisaksen@bcifl.net

BUSINESS ADDRESS 9501 Princess Palm Ave Tampa, FL 33619

BUSINESS TELEPHONE 813 249-1020

STATE OF INCORPORATION SD

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

Eric Isaksen - eisaksen@bcifl.net

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

Mike Simmons, Engineered System Sales, 443 324-1365

Subscribed and sworn to before me, by means of ☒ physical presence or ☐ online notarization this 17th day of March, 2025 by ERIC ISAKSEN of

Midwest Alarm Co Inc dba BCI Integrated Solutions who ☒ is personally known to me or ☐ has produced N/A as identification and who did (did not) take an oath.



LISA WALTZ
Notary Public
State of Florida
Comm# HH568624
Expires 7/9/2028

[Signature]
NOTARY PUBLIC

PROPOSER'S QUESTIONNAIRE
NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)

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 17th day of March, 2025.

Midwest Alarm Company Inc dba BCI Integrated Solutions Mike Simmons

Name of Organization/Proposer

Submitted by: Mike Simmons, Engineered Systems Sales
Name and Title

(If more space is needed, please attach additional sheets.)

1. Contractor's name and main office address, telephone, fax number, and e-mail address, contact person:

Main Office: 9501 Princess Palm Ave Tampa, FL 3361933619

Jupiter Location: 1700 Park Ln S., Jupiter, FL 33458

Orlando / Central Fl - 3722 Vineland Rd., Orlando, FL 32811

2. Contractor's previous names (if any) What year(s)

N/A

N/A

3. State the number of years your company has been doing business in the State of Florida: 5 years (30 years from Acquired companies)

4. State the number of years your company has been doing business as a certified unlimited electrical contractor or licensed fire alarm contractor in the State of Florida? List license number and qualifier name:

30 years. See attached Licenses EC13012902 and EF20001805

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

Electrical, Low Voltage, Fire/Security Alarm, Structured Cabling, Audio Visual (AV), Voice Data, etc.

See attached Licenses EC13012902 and EF20001805 Certified Woman Owned (WBE)

Size - Approx. 700+ employees doing approx. \$120M per year in revenue.

(Attach additional pages if necessary)

6. Name and experience of Contractor's Project Manager who will be assigned to this Contract (include resume and references).

TBD Jerry Braswell

7. Name and experience of contractor's Site Superintendent who will be assigned to this contract (include resume and references).

TBD Will Waldron

8. Name and experience of contractor's Site Foreman who will be assigned to this contract (include resume and references).

TBD Will Waldron

9. Has the Proposer or any principals of the applicant's organization failed to qualify as a responsible, qualified bidder/proposer on previous bids/RFP's; 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 litigation on any contract in the last five (5) years? If yes, please explain:

No NO

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

Yes () No (✓)

If yes, please explain:

11. Is Contractor claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes (✓) No ()

If "Yes" was checked, include a copy of certificate with proposal.

12. List the name and contact information of the company proposed to provide the 24/7 fire alarm system monitoring, quarterly and annual inspections, and non-warranty service repairs as intended by the Additive Alternate Bid Items on Proposal Form.

Midwest Alarm Company dba BCI Integrated Solutions, has their own Central Monitoring Station and will monitor the fire alarms. All service, inspections, and repairs including non-warranty service will be performed by direct employees of BCI Integrated Solutions. No subcontractors will be used for any work whatsoever.

(End of Proposer's Questionnaire)

QUALITY ASSURANCE PLAN

The BCI's management team believes strongly in delivering the very best in the quality of materials and workmanship to our customers. We emphasize quality throughout our organization. It is our belief that our reputation for quality will distinguish us from our competitors and we continuously implement quality programs and standards to that end. We typically use BICSI and the system manufacturer's standards when we inspect our workmanship. Supervisors complete QA checklists and then assess the overall results of the checklists in order to evaluate the service quality of our firm. In order to promote teamwork and quality within, especially at the field level, we have incentive programs established that reward certain goals and objectives attained by field personnel. In addition, criteria for personnel performance reviews include the areas of quality and teamwork.

Senior managers regularly conduct staff meetings and review each project under contract. In these meetings, we review staffing issues, actual versus projected schedules, and actual versus projected costs of each project. Project managers regularly survey projects under contract and inspect the work for the quality of the installation, the outward appearance of the installation, the compliance to code of the installation, the coordination of the work with other trades on the project, and overall progress of the project as it compares to the overall targeted completion date.

Quality Assurance Plan for the Customer's Project

At BCI, it all begins with the "Quality Plan" (QP). This represents BCI's philosophy of doing business. The Quality Plan states that: ***"We will continually strive to attain 100% customer satisfaction by providing our customers with state of the art technologically advanced solutions and a superior level of service which exceed our customer expectations."*** We are confident that once you have read our **8 STEP QP PROCESS**, you will realize that all the checks and balances are in place.

1. Management Commitment:

Key operating objectives of every BCI employee include developing a thorough understanding of "Quality Process" and using these principles in day-to-day job performance.

2. Customer Satisfaction Teams:

A Customer Satisfaction Team, composed of a company executive and select staff members, are established in each office. The team objective is to keep each office focused on providing systems and services that result in 100% customer satisfaction.

3. Quality Training:

All BCI employees have been trained on the "QP", including practical application exercises that pertain to their specific areas of job responsibility.

4. Quality Awareness and Communication:

Special efforts are expended on an ongoing basis to keep the "QP" in the forefront in all BCI customer relationships. Since BCI defines quality as a "process" as opposed to a "program"; activities are a continuous part of our everyday operating philosophy.

5. Requirements:

The essence of quality is to clearly understand the Customers and their requirements, and then to conform to those requirements.

6. Measurement:

The purpose of measurement is to track our ability to meet the unique needs of our Customers. A measurement, ultimately, is a tool we use as an organization to graphically display any aspect of our products or service that we believe must improve in order for us to meet Customer requirements.

7. Corrective Action:

Corrective action is a systematic method of identifying problems and removing their cause

8. Recognition:

The purpose of recognition is to formalize our appreciation of those who contribute to customer satisfaction. Customers who select BCI can be certain that they are dealing with a supplier who recognizes the importance of delivering high-quality products, systems, and services.

➤ ***The objectives of this plan are to:***

- Control the quality of workmanship and materials provided throughout the duration of the project
- Assure successful performance of all test requirements for copper and fiber cable, materials and equipment installed.
- Assure workmanship is provided in accordance with established industry-standard procedures as well as manufacturer specifications.
- Ensure adequate inspection and audit functions are performed.

Adherence to Appropriate Safety Codes and Procedures

BCI's standard Safety Plan will be followed for the work on the customer's project. This plan will address the actions which will be taken to ensure that all workmanship and materials being delivered under this contract will meet National Electrical Code specifications, customer's and local regulations, and that all work will be performed in accordance with the applicable local and national electrical codes and procedures for workmanship, safety, electrical hazards and fire prevention.

Adherence to Schedules and Work Functions

The Project Manager will establish and monitor a project milestone schedule to ensure that all tasks are scheduled appropriately with proper manpower loading and are progressing in a timely fashion. Any discrepancies that could affect schedules and work functions will be noted and included in periodic progress reports. An action plan will be developed to correct any problems seen in the schedule in order to maintain milestones.

Materials

Equipment, supplies and materials used during the project will be adequately stored in a secure and protected area in order to prevent damage or theft. Any physical damage or missing, deficient or incorrect components will be identified, documented in the QA notebook, and reported to BCI management. Adequate float will be built into material milestone schedules to allow for delays and other problems that might occur in the material acquisition process.

Installation Workmanship and Inspection

The Project Manager will review site and facility drawings, including floor plan layouts to ensure that the cable and hardware can be placed as planned. Clearances for cable interconnections will

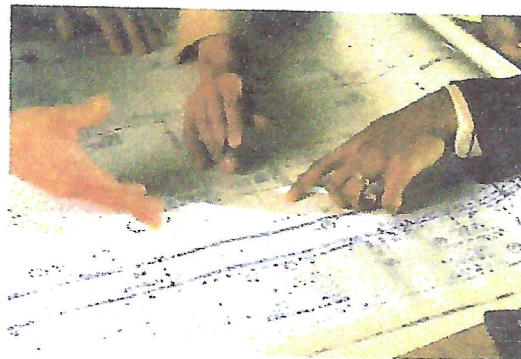
be closely checked to ensure adequacy. Discrepancies will be noted and reported immediately for correction. Upon completion of each installation phase, a QA inspection will be performed and recorded by the Project Manager, and all deficiencies reported. All QA inspections will check for compliance with safety standards, manufacturer's recommended standards and industry standards.

MANAGEMENT PHILOSOPHY AND IN-HOUSE ADVANTAGES

BCI's philosophy is simple and straightforward. We believe that by providing excellent care and superior service to our customers while delivering consistency and uniformity for each project, we will continue to establish a mutually beneficial relationship with our clientele. By providing fully engineered solutions driven by the latest technology that is delivered by a group of well trained technical professionals, we consistently exceed all customer expectations. BCI recognizes the complex challenges of servicing customer accounts and are committed to executing all projects in a manner that will reflect well on your project team. Thus, prior to developing any subsequent proposal, the BCI Management team along with Technical and Operations staff, will meet to establish overall account requirements. As such, the project team will define the following as a prerequisite in order to successfully achieve the desired outcome.

➤ Project Initiation & Planning

- Clarify & define project requirements
- Define schedule & costs
- Identify quality approach
- Organize staff & task assignments
- Identify risks
- Develop implementation plan
 - Management Solution (PMP)
 - Technical Solution (PE&Q Process)
 - Increment Content (Project Build Plan)



➤ Execution

- Execute "Technical" Solution
- Administer procurements
- Continuous communication with the customer & other contractors
- Cultivate teamwork
- Adjust for field conditions
- Implement corrective action plan as needed

➤ Controls

- Implement the "Management" Solution
- Measure project performance
- Manage requirements and configurations
- Monitor quality standards and code regulations
- Maintain safety standards
- Report performance

➤ **Project Closeout**

- Customer training
- As-built drawings and documentation of system(s)
- System acceptance testing
- Conduct post implementation review
- Perform Administrative Closeout
- Deliver service process to Customer
- Internal hand-off to Technical Services

BCI's CRITICAL FACTORS FOR SUCCESS

1) "COMPLETE" UNDERSTANDING OF THE CUSTOMER'S APPLICATION

BCI recognizes that having a complete understanding of the customer's application can many times be the most critical component to ensuring a successful end result. Understanding the customer's "complete" application means identifying the concerns / problems, the customer's business operation, the working conditions in their given environment, and identifying growth potential for unknown future needs. This knowledge enables BCI to solve the current needs, and plan cost effective solutions for future applications.

2) COMPREHENSIVE ENGINEERED SOLUTIONS

After obtaining a "complete" understanding of the application, BCI's team of design engineers select the best system solution to meet the client's objectives within the framework of their budget. BCI's design approach is typically based upon a *"layered" security protection plan* consisting of multiple systems seamlessly integrated.

3) DISCIPLINED PROJECT MANAGEMENT

Project Management is the key to the success or failure of any project. BCI's project execution is performed through a highly structured Project Management Program. BCI's Project Managers are empowered to make all decisions necessary in order to meet the client's goals and objectives. BCI's Project Managers are well disciplined and experienced managing people, tasks, and time which are all critical factors for controlling cost, quality, schedule, and scope of work. From inception to completion, BCI's attention to detail is critical in providing a seamless execution of the expected deliverables and overall project success. BCI has "never" delivered a project that did not meet the customer's expectation. This is a direct result of BCI's disciplined project management team.

4) COMMUNICATION

Beyond this being a common courtesy of professionalism to our clients, it's a vital component for organizing daily tasks based on the customer's priorities and stages of site readiness. BCI's Project Managers conduct weekly progress meetings and communicate milestone progress reports to the customer on a regular basis. BCI also provides the customer with cellular phone numbers of the pertinent on-site personnel so that we are completely accessible to the client at all times.

5) COMPETENT IMPLEMENTATION TEAM

BCI is **UL2050 Certified** which guarantees the highest level of quality and installation practices. Additionally, all BCI installation technicians are trained and certified on all of BCI's core product offerings. This level of investment in our installation team ensures clients that they have a competent team performing the work.

6) TECHNICAL SUPPORT

This is a layer of infrastructure that most security integrators rely on their suppliers to fulfill and do not directly employ. However, BCI has implemented our own internal Technical Support Staff in order to provide a higher level of technical expertise to our clients. This added investment allows us to be completely self-sufficient and non-reliant on our suppliers to support our customers on troubleshooting, programming, system commissioning, and training needs. Historically, this approach has reduced overall customer costs and greatly minimized customer downtime. BCI's Technical Support Team has become an essential component in making our projects successful and has set us apart from our competition.

7) FULL SERVICE MAINTENANCE SUPPORT

We at BCI recognize that exceptional quality service is the key to our customer relationships and our existence. Our core commitment is to provide superior customer satisfaction. To achieve this, BCI has made the following investments to provide our valued customers the level of service that they not only expect, but demand:

- Factory trained & certified Field Service Technicians
- Fleet of stocked service vehicles
- Large inventory of support equipment
- 24 hour "on-call" service program
- Centralized service dispatch center
- Customer training programs
- Customized maintenance programs
- Full service maintenance agreements
- Preventative maintenance plans
- Software support programs
- Phone support by technical support staff



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

Additional Business Qualification

FRAZIER, GARY JOHN

BCI INTEGRATED SOLUTIONS

9501 PRINCESS PALM AVENUE

TAMPA FL 33619

LICENSE NUMBER: EC13012902

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/16/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ALARM SYSTEM CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification

GORDON, MITCHELL W

BCI INTEGRATED SOLUTIONS
9501 PRINCESS PALM AVE
TAMPA FL 33619

LICENSE NUMBER: EF20001805

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/02/2024

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WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

MIDWEST ALARM COMPANY, INC. DBA BCI INTEGRATED SOLUTIONS DBA PELICAN
ELECTRICAL GROUP INC.

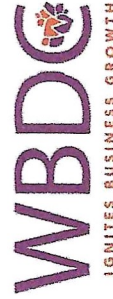
who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business
Development Center - Midwest, a WBENC Regional Partner Organization.

Certification Granted: August 2, 2021
Expiration Date: August 15, 2025
WBENC National Certification Number: WBE2101975

Authorized by Emilia DiMento, President &
CEO Women's Business Development Center -
Midwest



NAICS: 561621, 238210, 334512, 423420, 423610, 541512, 541690, 611420
UNSPSC: 46151600, 46171604, 46171619, 46171622, 46182504, 46191505, 52161500, 72151703, 92121700, 92121701, 92121702





Minority and Small Business Development

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

MIDWEST ALARM COMPANY, INC. DBA BCI INTEGRATED SOLUTIONS DBA PELICAN ELECTRICAL GROUP INC.

is hereby certified as a

Minority Business Enterprise (MBE)

In the following specialty(ies)

Midwest Alarm Company, Inc. DBA BCI Integrated Solutions provides turn-key low voltage system design, installation and after market service for: building controls, fire alarm systems, security systems, access control systems, surveillance systems, audio-visual systems, distributed audio, The certification is valid from February 20, 2024 to April 19, 2026

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

A handwritten signature in black ink, appearing to read "Gregory K. Hart".

Gregory K. Hart, Manager
Minority and Small Business Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

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
Marsh McLennan Agency LLC
300 N. Cherapa PL
Suite 601
Sioux Falls SD 57103

CONTACT NAME: Kathy Begtrup, CPIW, CISR

PHONE
(A/C, No, Ext): 605-339-3874

FAX
(A/C, No):

E-MAIL ADDRESS: kathy.begtrup@marshmma.com

INSURED
Midwest Alarm Co Inc
dba BCI Integrated Solutions
9501 Princess Palm Avenue
Tampa FL 33619

MIDWEALARM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Amerisure Insurance Company

19488

INSURER B: Amerisure Partners Insurance Company

11050

INSURER C: Amerisure Mutual Insurance Company

23396

INSURER D: Travelers Property Casualty Co. of Amer

36161

INSURER E:**INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 1955790412**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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		GL21224070201	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CA21224010205	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ FL PIP \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		CU21224050202	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	WC21224040205	7/1/2024	7/1/2025	☒ 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
D	Installation Floater; \$1,000 Ded.		6305R102902	1/1/2024	1/1/2025	Job Site Limit \$650,000 Stored Materials \$650,000

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

Excluded from Workers Compensation: Marva L. McMillen.

For Bid Purposes Only - DBA BCI Integrated Solutions is a Named Insured on the above mentioned policies.

CERTIFICATE HOLDER**CANCELLATION**

To Whom It May Concern

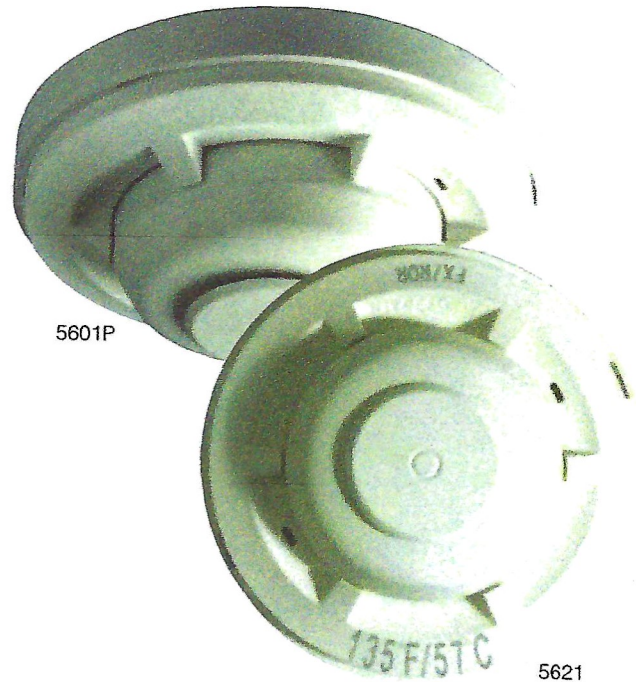
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



5600 Series Mechanical Heat Detectors

System Sensor's 5600 series mechanical heat detectors offer a low-cost means for property protection against fire, and for non-life-safety installations where smoke detectors are inappropriate.



Features

- Multiple configurations for installations:
 - Single- and dual-circuit models
 - Fixed temp and combination fixed- temp/rate-of-rise 135°F or 194°F ratings.
- Plain housing for residential installations (Model 5601P)
- Easy-to-use terminal screws
- A broad range of back box mounting options:
 - Single gang
 - 3.5" and 4" Octagonal
 - 4" square with square to round plaster ring
- Reversible mounting bracket

Multiple configurations. The 5600 series offers a full-line of configurations to accommodate a broad range of applications. Both single- and dual-circuit models are available for low- and high-temperature ratings with either fixed temperature or combination fixed temperature/rate-of-rise (ROR) activation. The ROR element of the fixed/ROR models is restorable to accommodate field-testing.

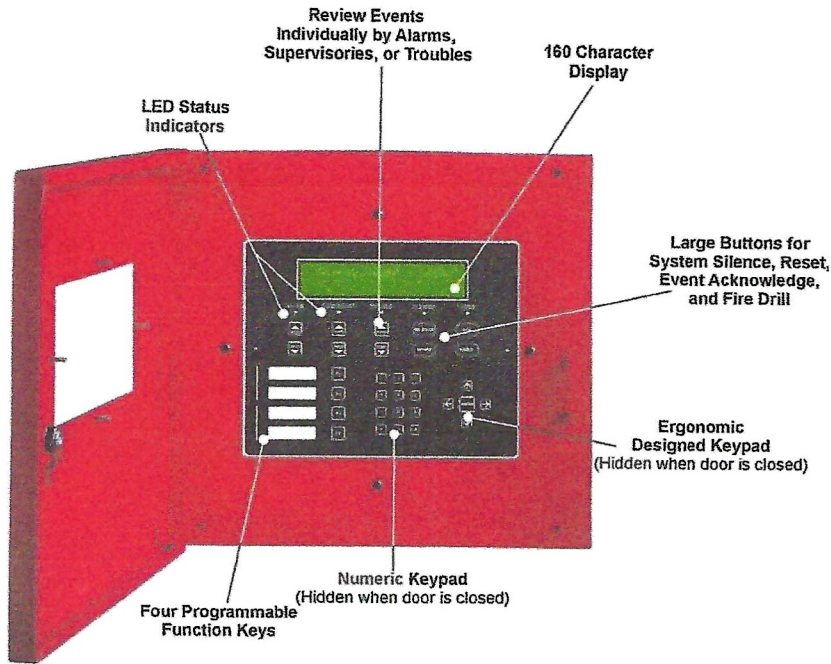
Installation flexibility. To satisfy a variety of installation needs, the 5600 series easily mounts to single-gang and octagonal back boxes. And these models accommodate four-square back boxes, when used with a square to round plaster ring. The reversible mounting bracket permits both flush- and surface-mount back box installations.

Visual identification. The 5600 series provides clear markings on the exterior of the unit to ensure that the proper detector is being used. Alphanumeric characters identify the activation method, as well as the temperature rating, in Fahrenheit and Celsius degrees. Fixed temperature models are identified FX, while combination fixed/rate-of-rise units are marked FX/ROR. The 5600 series also provides a post-activation indicator in the form of a collector. When the detector is activated, the collector drops from the unit, making it easy to identify the unit in alarm.

Agency Listings



6860 Technical Specifications



6860 FEATURES

PHYSICAL

Flush Mount

Outside wall: 12.25"W x 11.5"H x 7/8"D (31.1W x 29.2H x 2.2D cm)

Inside wall: 9-3/8"W x 8-3/8"H x 2"D (23.8W x 21.3H x 5.1D cm)

Surface Mount: (Including Trim Ring) 12.25"W x 11.5"H x 3"D (31.1W x 29.2H x 2.2D cm)

ENVIRONMENTAL

Operating Temperature: 32°F to 120°F (0°C to 49°C)

Humidity: 0 to 93% relative humidity (non-condensing)

ELECTRICAL

Operating Voltage: 24VDC

Standby Current: 25mA

Alarm Current: 50mA

ORDERING INFORMATION

6860: Remote Annunciator. Four line (4x40) LCD annunciator. Red

ACCESSORIES

RA-100TR: Red surface mount trim ring

AGENCY LISTINGS AND APPROVALS

UL listed

CSFM # 7165-0559:0500

NFPA 72

FM approved

FDNY COA approved

For a complete listing of all compliance approvals and certifications, please visit www.silentknight.com.

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This document is not intended to be used for installation purposes. We try to keep our product information up-to-date and accurate. We cannot cover all specific applications or anticipate all requirements. All specifications are subject to change without notice.

For Technical Support, call 800-446-6444.

For more information

Learn more about Silent Knight's 6860 and other products available by visiting www.SilentKnight.com

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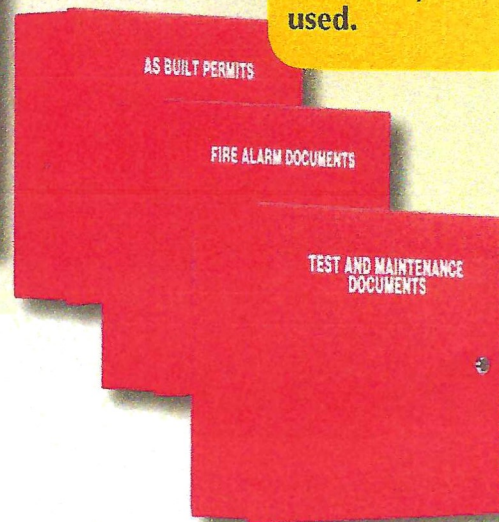


DocBOXES



BW-DocBox

The door can be left blank, or one of the three labels may be used.

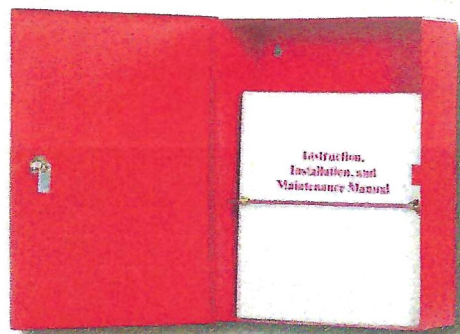


BW-DocBox (15"W x 13" H x 4" D)

- UL/c-UL Listed
- THREE labels:
"Fire Alarm Documents"
"As Built Permits"
"Test and Maintenance Documents"
- An adjustable bungee allows you to fit various sizes of binders, documents, smoke-cans, etc.
- A door bracket holds two CDs, three sets of keys and more documents
- A cam lock with two keys

BW-DocBox2 (11"W x 15"H x 4"D)

Smaller model without the door bracket.



BW-DocBox2

Don't see the enclosure you need?
Call or e-mail us and we'll be happy to help!

Other colors, graphic screening,
and customization are available
for quantities of 25 or more.



Indoor & Outdoor Electrical Enclosures | Drive-Alert Vehicle Detection & Asset Protection Systems | Custom Fabrication

800-473-0213 ~ info@mierproducts.com ~ www.mierproducts.com



DTK-2MHLPB Series Modular Low Voltage Surge Protectors

DITEK's DTK-2MHLPB Series of low voltage surge protectors provide robust protection in a compact package. This series was designed for ease of installation, with convenient field-replaceable modules and a Snap-Track base system, allowing the installer to protect multiple circuits while utilizing a common ground point.



DTK-2MHL24B

DTK-2MHL24BWB

Product Features

- Protects (2) low voltage circuit pairs per module
- Hybrid design utilizing SAD and GDT technologies
- Shorts to ground when compromised
- Field-replaceable modular design with single point ground for fast and easy installation
- Six voltage configurations available to protect various types of circuits
- Hardwired multi-base mounting system allows protection for up to (10) pairs with a common ground
- Suitable for use on both AC and DC low voltage circuits

Applications

- Fire Alarm Panel NAC, SLC, PIV and IDC Circuits
- Burglar Alarm Panel NAC and IDC Circuits
- Telco Dialer Circuits
- 70V Speakers and Audio Equipment
- Low-Voltage Landscaping Lighting and Lighting Control Circuits
- 4-20mA Current Loops

Accessories

- To order module with base, add "WB" to end of part number
- Test Module Kit, p/n DTK-2MHLPTM

Technical Specifications

DTK-2MHLPB	5B	12B	24B	36B	48B	75B	130B
Service Voltage:	5V	12V	24V	36V	48V	75V	130V
MCOV:	6V	18V	33V	48V	64V	90V	140V
Clamping Voltage:	8V	21.6V	39V	57V	76V	108V	155V
Protection Modes:	Differential Mode (L-L) Common Mode (L-G)						
Surge Current Rating:	20,000A						
Maximum Continuous Current:	5 Amps						
Failure Mode:	Short to Ground						

Mechanical Specifications

Base Connection Method:	Hardwired terminals, 30-12 AWG	
Module Connection Method:	Edge card into mounting base	
Housing:	ABS	
Operating Temperature:	-40°F - 158°F (-40°C - 70°C)	
Maximum Humidity:	95% non-condensing	
Dimensions:	Module 2.1" L x 1.4" W x 1.9" H (53 mm x 36 mm x 48 mm)	Module with Base 3.25" L x 1.5" W x 2.6" H (83 mm x 38 mm x 66 mm)
	Weight: 1.2 oz (34 g)	2.8 oz (79 g)

Quality Standards & Approvals

Certifications:	UL497B
Warranty:	10 Year Limited Warranty





SK-MONITOR-2

Addressable Dual Monitor Module

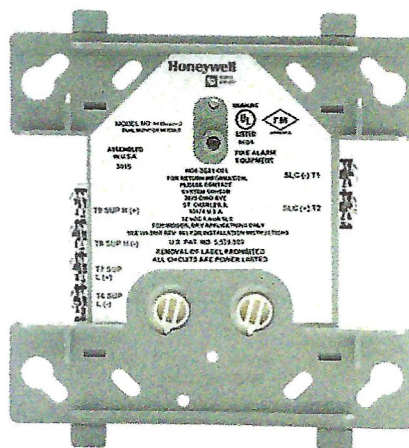
The SK-MONITOR-2 module is capable of monitoring two separate Class B circuits simultaneously, making it ideal for waterflow tamper switch and flow switch monitoring.

The SK-MONITOR-2 is an addressable monitor module with two initiating circuits for use with Honeywell Silent Knight series fire alarm control panels (FACPs). The SK-MONITOR-2 acts as an interface to contact devices, such as waterflow switches and pull stations.

The SK-MONITOR-2 supports Class B supervised wiring to the load device. Conventional 4-wire smoke detectors can be monitored for alarm and trouble conditions.

INSTALLATION

SK-MONITOR-2 mounts directly into a 4" square electrical box. The box must have a minimum depth of 2-1/8". A surface mount electrical box (System Sensor® part number SMB500) is available from Silent Knight.



SK-MONITOR-2

FEATURES & BENEFITS

- Monitor two circuits, with unique addresses, simultaneously
- Support for Class B wiring
- Fully supervised
- Panel controlled status LED that flashes green in normal state and is solid red in alarm
- Attractive ivory cover plate
- Rotary address switches for fast installation
- SEMS screws for easy wiring



SK-DUCT

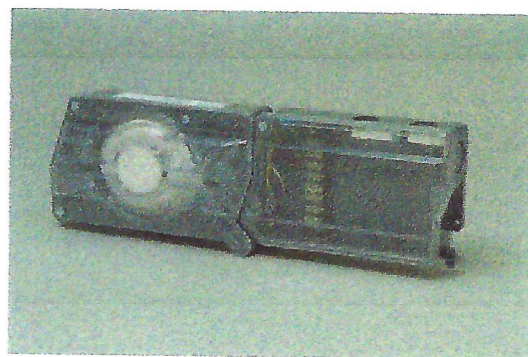
Intelligent Air Duct Smoke Detector

The SK-DUCT Intelligent air duct smoke detector is used with SK-PHOTOR (included) for detecting smoke and products of combustion present in air moving through an HVAC air handling system. When smoke is detected in a duct, the unit communicates the condition to the Honeywell Silent Knight control panel. The panel, in turn, depending on programming and wiring, turns off fans, blowers, and other devices. The duct housing allows for mounting of SK-RELAY addressable relay module.

The Model SK-DUCT Air Duct Smoke Detector utilizes photoelectric technology for the detection of smoke. It provides early detection of smoke and products of combustion present in air moving through HVAC ducts in Commercial and Industrial applications.

The SK-DUCT is in a heavy duty gray steel back box with a clear cover. It features a pivoting housing that fits both square and rectangular footprints capable of mounting to a round or rectangular duct. It installs quickly and easily.

The unit senses smoke in the most challenging conditions, operating in airflow speeds of 100 to 4000 feet per minute, temperatures of -4°F to 158°F, and a humidity range of 0 to 95 percent (non-condensing).



SK-DUCT

FEATURES & BENEFITS

- Versatile mounting options: square or rectangular configuration
- New Cover tamper signal
- LED alarm indication and communication on sensor head
- Detects and limits the spread of smoke
- Rugged steel back box with clear plastic cover
- Easy to clean
- Large terminal connection screws
- Transparent cover for convenient visual inspection
- Patented sampling tube installs from front or back of the detector with no tools required
- Available space within housing to accommodate mounting of relay module
- UL listed

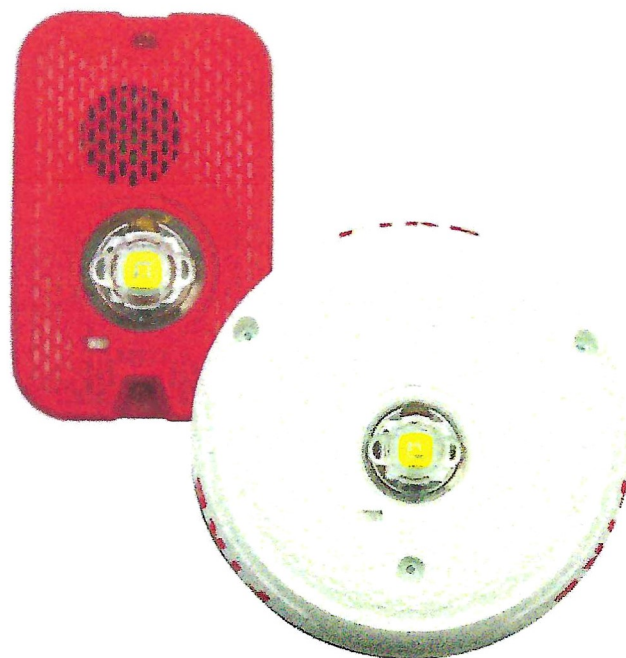


L-Series Outdoor Horns and L-Series with LED Outdoor Strobes and Horn Strobes

System Sensor L-Series and L-Series with LED Outdoor audible visible notification products are rich with features guaranteed to cut installation times and maximize profits with lower current draw and modern aesthetics.

Features

- Weatherproof per NEMA 4X, IP56 as a standalone device
- Rated from -40°F to 151°F
- Electrically compatible with Legacy SpectrAlert Advance and SpectrAlert devices at 16-33 VDC
- Field-selectable candela settings on wall units: 15, 30, 75, 95, 110, 135, and 185
- Field-selectable candela settings on ceiling units: 15, 30, 75, 95, 115, 150, and 177
- Rotary switches for candela, horn, and volume
- Mounting plates with wirenuts are provided to make the connection between the field wiring and the mounting plates
- Synchronization through use of UL approved power supplies that support System Sensor Sync or System Sensor MDL Sync Module
- Tamper-resistant construction
- Listed for ceiling or wall mounting
- Compact size for Wall Mount



The System Sensor L-Series Outdoor and L-Series with LED Outdoor platforms offer the most versatile and easy-to-use line of Weatherproof Horns, Horn Strobes, and Strobes that can meet virtually any application requirement, including indoor, outdoor, wet, dry, and washdown environment applications in temperatures from -40°F to 151°F.

The L-Series Outdoor and L-Series with LED Outdoor appliances are NEMA 4X and IP56 rated without having to seal the backbox. Additional caulk or sealant are not required on the backbox for a faster, cleaner installation. The L-Series platform offers a modern aesthetic across the Indoor and Outdoor platform and design variations across applications: wall or ceiling mount, red or white color choices, LED colored lenses for distinctive visual signaling. In addition, installers can easily adjust appliances through field selectable candela, tone, and volume selections using rotary switches.

LED technology offers significantly lower current draw compared to older Xenon bulbs across a full candela range. This improves design flexibility for notification appliance circuits (NACs) while also reducing power supply requirements allowing for simpler and lower cost installations. UL listed waterproof wirenuts are provided to make the connection between the field wiring and the mounting plates.

Outdoor devices ship with plastic back boxes that accommodate in-and-out wiring for daisy chaining devices. Knock-outs located on the back eliminate the need to drill holes for screw-in mounting. Note: When replacing SpectrAlert Advance products, the backbox should be updated to the L-Series with LED backbox.

Agency Listings



Horns: S4011
Horn Strobes and Strobes:
S4011, S5512

3057072
FM23FPUS0195

7125-1653-0537
7800-1653-0536
7125-1653-0535
7135-1653-0534



Duct Smoke Detector Accessories

Expand the versatility of the InnovairFlex™ line of duct smoke detectors with System Sensor notification and test accessories.



Available Accessories

APA151	Piezo Annunciator
MHR	Mini-Horn, Red
MHW	Mini-Horn, White
RA100Z/RA100ZA	Remote Annunciator
RTS151	Remote Test Station
RTS151KEY	Remote Test Station with Key
RTS2	Multi-Signaling Accessory
AOS	Add-On Strobe
RTS2-AOS	Multi-Signaling Accessory

Duct smoke detector accessories add functionality to the duct smoke detection system by allowing quick, convenient inspections at eye level and effective audible and visible notification options. All System Sensor duct smoke detectors and accessories are UL listed.

The **APA151** piezo annunciator, which replaces the APA451 with a new, improved look, provides an audible alarm signal, a red LED to indicate alarm status, and a green LED to indicate power status. It is intended for use with System Sensor 4-wire conventional duct smoke detector applications without a system control panel, to comply with NFPA 90A.

The **MHR** and **MHW** SpectrAlert® Advance mini-horns feature temporal or continuous tones at high and low volume settings. Their small footprint allows mounting to single-gang back boxes for applications where a small device is desired.

The **RA100Z** and **RA100ZA** remote annunciators are designed for both conventional and intelligent applications. Their red LED provides visual indication of an alarm condition.

The **RTS151** and **RTS151KEY** remote test stations are automatic fire detector accessories designed to test duct smoke detectors from a convenient location. For 4-wire detectors, the RTS151KEY test station features a multi-colored LED that alternates between steady green and red. For 2-wire detectors, the LED illuminates red for alarm.

The **RTS2** and **RTS2-AOS** multi-signaling accessories are designed to work with InnovairFlex 4-wire conventional duct smoke detectors. These accessories include a key switch that can be used to select one of two connected sensors to be tested, reset, or both by a push button switch. They also enable sensitivity measurements using the SENS-RDR sensitivity reader (sold separately). The AOS (Add-On Strobe) is an optional accessory included with the RTS2-AOS model.

Agency Listings



Weatherproof and Explosionproof Manual Stations

MPSR Series



Overview

MPSR Series manual pull stations from Edwards are noncoded fire alarm stations solidly constructed of die-cast material. All components are pre-painted or have plated surfaces to inhibit corrosion.

Weatherproof manual stations are rated for outdoor use. Single- and double-action MPSR models are available with either single pole (normally open) or double pole (double throw) alarm contacts. Depending on the model, access to the unit for resetting purposes is gained with either a keylock or hex screw.

Explosionproof/weatherproof manual stations are rated for Class I Group B (hydrogen) C & D, Class II Groups E, F, G, Class III environments, and are rated NEMA 4X for outdoor use. They are available in single or double action activation with key or hex operated reset.

All models feature terminal block connections and 10 amp contacts.

Standard Features

All models

- Solid corrosion-resistant construction
- Rated NEMA 4X for outdoor use
- Surface mount weatherproof backbox and gasket included
- Positive activation
- Terminals for wire connections

Weatherproof models

- Single and double action models
- Single or double pole contacts
- Key lock or hex screw reset

Explosionproof models

- Class I Group B, C & D, Class II Groups E, F, G, Class III
- Single-action models convertible to double-action operation
- Key lock reset
- Double pole contacts



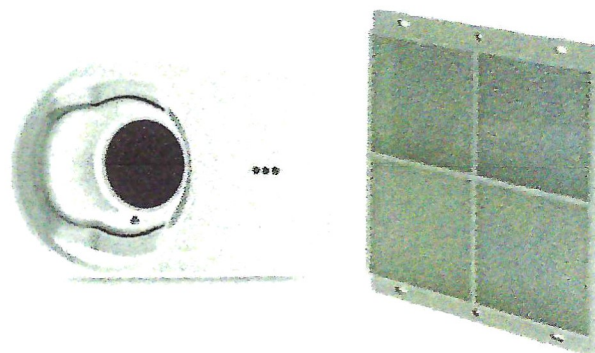
OSI-R-SS, OSI-RA-SS Conventional Reflective Imaging Beam Smoke Detector

This conventional, single-ended beam smoke detector is easy to install – only one side needs to be wired.

Features

- Combined transmitter/receiver unit
- Wide 12° field of view
- Fast, easy, and intuitive beam alignment indicated by directional LED cross-hair arrows
- Long range coverage of 5-100 m (16-328 ft) is standard; no separate long-range kit required
- Highly resistant to building movement; tolerates +/- 1° movement
- Resistant to strong light sources; does not alarm when saturated by sunlight
- Resistant to solid object intrusion
- Automatic sensitivity threshold level setting
- 50° horizontal and 20° vertical beam adjustment
- Built-in imager heater is standard
- Remote test station capable for electronic simulated smoke test from ground level
- Standby, fault and alarm LED indicators visible from the front and bottom
- Automatic drift compensation
- Paintable housing/cover
- Removable plug-in terminal blocks
- Optional heater kit available for the reflector

Agency Listings



OSI-R-SS is a 4-wire conventional reflector-type linear optical beam smoke detector for use in fire alarm systems. The beam operates primarily on the principle of light obscuration using an infrared beam. Optical beam smoke detectors are uniquely suited to protecting buildings with large open areas with high ceilings such as a warehouse or atrium. The OSI-R-SS detector is a combined transmitter/receiver unit that can be directly connected to a conventional detector circuit.

Fast and Easy Alignment

Aligning the imager to the reflector is extremely intuitive, fast, and accurate. Both the infrared transmitter and the CMOS imager are contained in a moveable "eyeball" – an adjustable lens assembly that can move +/- 20° in the vertical direction and 50° in the horizontal direction.

Four LED arrows indicate the direction to move the lens, guiding the user to find the imager's perfect alignment with the reflector. Once the optimum alignment is found, indicated by all green arrows, the lens is locked with a slide lever. A paintable cover is then placed over the front to secure the lever in locked position.

Resistant to Building Movement

The infrared transmitter and receiver imager generates a beam of light towards a high-efficiency reflector. The reflector returns the beam to the receiver where the received signal is analysed. The change in the strength of the received signal when smoke enters the area between the unit and the reflector is used to determine the alarm condition. The receiver imager has a wide 12° field of view that automatically tracks the reflector in case of building movement or movement of its support structure. It is virtually impossible for the receiver to lose sight of the reflector from its field of view without structural damage being caused to the building. As a result of this operation, OSI-R-SS is highly resistant to building movement, eliminating the number one cause of false alarms and/or faults with traditional beam detectors.

Resistant to Sunlight

Optical filtering, high-speed image acquisition and intelligent software algorithms provide the OSI-R-SS system with higher levels of stability and greater resistance to high level lighting variability. This provides better resistance to sunlight in its field of view, helping to prevent false alarms when saturated by sunlight, reflected sunlight or any other very bright light sources. The worst-case scenario is for the detector to go into a trouble condition unlike other traditional beam detectors which go into alarm.



DTK-HW Series

Parallel Connected Surge Protective Device

DITEK's DTK-HW Series of surge protective devices are designed and manufactured to meet the standards of the life safety industry. These compact, parallel-mount SPD's are available for 120V, 240V and 120/240V systems; and are widely used to protect fire alarm panels and other dedicated branch circuit loads. Their small footprint enables installation in a variety of locations.



Product Features

- Approved for 20A circuit breakers
- NEMA 4X weatherproof enclosure allows for use in harsh environments
- Diagnostic LED provides positive indication of system power and SPD function

Applications

- Fire Alarm Control Panels
- Residential Electrical Panels
- Equipment Panels
- Pumps, Motors, Lift Pump Stations

Accessories

- Flush Mount Kit – DTK-FMK

Technical Specifications

Part Number:	DTK-120HW	DTK-240HW	DTK-120/240HW
Voltage Configuration:	Single Φ (2W +G) 120VAC	Single Φ (2W +G) 240VAC	Split Φ (3W +G) 120/240VAC
MCOV:	150V/300V	320V/640V	150V/300V
Voltage Protection Rating:	700V L-G, L-N 1500V N-G	1200V L-G, L-N 2000V N-G	700V L-G, L-N 1500V L-L, N-G
Surge Current Rating:	50,000A	50,000A	100,000A
SCCR:	100,000A		
Nominal Discharge Current Rating (I_n):	10kA		

Mechanical Specifications

Connection Method:	3/4" NPT Male, 18-inch 12 AWG Leads
Housing:	NEMA 4X Polycarbonate
Operating Temperature:	-31°F - 176°F (-35°C - 80°C)
Maximum Humidity:	95% non-condensing
Dimensions:	3.5" L x 1.89" W x 3.4" H (88.9 mm x 48.3 mm x 86.4 mm)
Weight:	0.55 lb (0.25 kg)

Quality Standards & Approvals

Certifications:	UL1449 5 th Edition, CSA C22.2 No. 269.1-17
SPD Type:	Type 1
Warranty:	10 Year Limited Warranty



PS SERIES

6 Amp and 10 Amp, 24 Volt Power Supplies

The PS Series are independently configurable power supplies, allowing you to pair any input with any output, and feature LED diagnostics for troubleshooting.

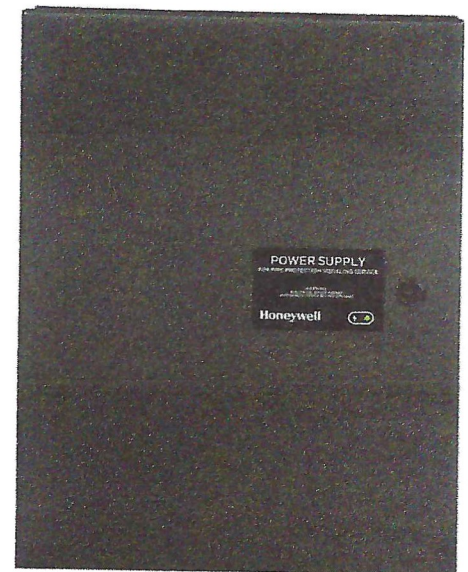
The PS Series is a remote power supply line from Gamewell-FCI and is a direct replacement for the GFPS6/9. The HPF-PS6 is a 6 amp and the **HPF-PS10 is a 10 amp**, remote power supply with battery charger that may be connected to any 12 or 24 volt fire alarm control panel (FACP) or used as a standalone power supply. The PS Series provides 24 VDC power for NACs (notification appliance circuits) configured as either Class B or Class A (requires the ZNAC-PS option card) with multiple sync protocol options. The PS Series also provides auxiliary power, constant or resettable, suited for detectors, annunciators, door holders, and other fire alarm system peripherals. The PS Series cabinet can hold two 7 AH or 18 AH batteries and can charge up to 33 AH batteries in a separate cabinet.

FEATURES AND BENEFITS

- Up to five (6 amp model) or seven (10 amp model) independently-configurable, power-limited output circuits for:
 - Class B and/or Class A NACs
 - Class B and/or Class A resettable or non-resettable 24V auxiliary power
 - door holder power
- Converts from Class B to Class A wiring without losing any outputs using the ZNAC-PS converter card (sold separately)
- Optimal for powering four-wire smoke detectors, annunciators, and other system peripherals requiring regulated power
- Optional addressable control, monitor, and relay modules and power-supervision relay (EOLR-1)
- Configurable for ANSI® Temporal 3 or Temporal 4 coded output
- UL-Listed NAC synchronization using System Sensor®, Wheelock®, Gentex®, or AMSECO® appliances
- Synchronization can be triggered from FACP NAC/remote sync outputs, cascaded power supply, or a control module, single or multi, which may be housed within the power supply cabinet
- Ability to cascade up to four power supplies
- Two (6 amp model) or three (10 amp model) fully-isolated input/control circuits which can be programmed to any output
- Two Form C normally-closed trouble relays for AC Trouble and General Trouble
- 6 or 10 amp full load output, respectively, with 3 A maximum/circuit
- Individual NAC power and trouble LEDs for diagnostic efficiency
- Trouble history mode for diagnostic support
- Wide range end-of-line supervision value (normal: 2-27K ohms)
- Selectable earth fault detection (enable or disable)
- AC trouble report delay timer
- Completely configurable via onboard DIP switches, no extra software required
- Self-contained in compact, locking cabinet constructed of heavy gauge steel with a corrosion-resistant powder coat chip and scratch-resistant finish
- Cabinet designed with ten double knockouts and a removable door for ease of installation and wiring
- Includes integral battery charger capable of charging up to 33 AH batteries
- Cabinet can house two 7 AH or 18 AH batteries
- Battery charger may be disabled via DIP switch for applications requiring larger batteries and external battery charger
- Removable terminal blocks accommodate up to 12 AWG (3.1mm²) wire



HPF-PS6/10



HPF-PS6/10B

- Works with any UL 864 FACP which utilizes an industry-standard reverse-polarity notification circuit
- HPF-PS6/10 include the - Honeywell Power Products lock set (PN: 17059) and key (PN: 17051)

Honeywell





SK-ISO

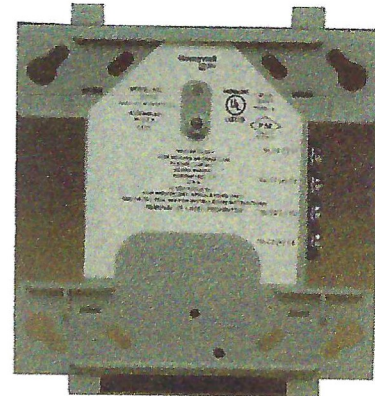
Intelligent Fault Isolator Module

The SK-ISO is an addressable line isolator module for use with the Honeywell Silent Knight Series fire alarm control panels (FACPs).

The SK-ISO acts as an automatic switch that opens when the line voltage on the signaling line circuit (SLC) loop drops below four volts. Isolator modules should be spaced between groups of sensors or modules in a loop to protect the rest of the loop. If a short occurs between any two isolators, then both isolators immediately switch to an open circuit state and isolate the devices between them. The remaining units on the SLC loop continue to fully operate. No more than 25 devices are recommended for each group.

INSTALLATION

The SK-ISO mounts directly into a 4" square electrical box. The box must have a minimum depth of 2-1/8". A surface mount electrical box (System Sensor® PN SMB500) is available from Silent Knight.



SK-ISO

FEATURES & BENEFITS

- Panel controlled status LED that flashes green in normal state and is solid red in alarm
- Isolates short circuits on an SLC loop
- Protects the modules on the SLC loop so other devices continue to operate
- Standard 4 inch electrical box mounting
- SEMS screws for easy wiringUL Listed
- CSFM Listed
- FM Approved



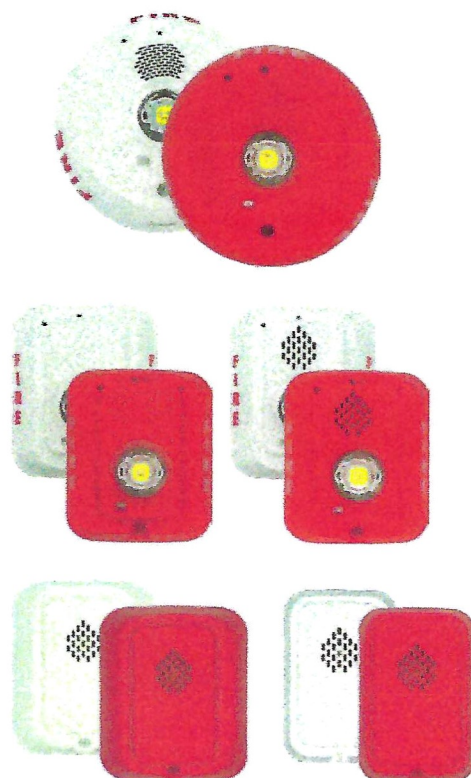
L-Series and L-Series with LED Indoor Selectable Horns, Strobes and Horn Strobes

System Sensor L-Series and L-Series with LED audible visible notification products are rich with features guaranteed to cut installation times and maximize profits with lower current draw and modern aesthetics.

Features

- LED technology provides lower current draw
- Digital Voltage Meter (DVM) diagnostic test points for Horn Strobes and Strobes
- Common aesthetics across the L-Series platform
- Standard and compact sizes
- Tamper-resistant construction
- Field-selectable candela settings on wall units: 15, 30, 75, 95, 110, 135, and 185
- Field-selectable candela settings on ceiling units: 15, 30, 75, 95, 115, 150, and 177
- Rotary switches for candela, tone and volume selections
- Mounting plate provides plug-in design for easier installation and shorting springs to check wiring continuity
- Electrically compatible with legacy SpectraAlert, SpectraAlert Advance and L-series devices
- Synchronization through use of UL approved power supplies that support System Sensor Sync protocol or System Sensor MDL3 Sync Module
- Horns, Strobes and Horn Strobes listed for wall or ceiling use

Agency Listings



The System Sensor L-Series and L-Series with LED platform

offers the most versatile and easy-to-use line of horns, strobes, and horn strobes in the industry with lower current draw and modern aesthetics. LED lighting technology offers significantly lower current draw compared to older Xenon bulbs across a full candela range. This improves design flexibility for notification appliance circuits (NACs) while also reducing power supply requirements allowing for simpler and lower cost installations.

Flexible design options meet virtually any application requirement: wall or ceiling mount, standard or compact sizes, red or white color choices, bezel kits for alternate markings and languages, and LED color lenses for distinctive visual signaling. In addition, installers can easily adapt devices using field selectable candela, tone and volume settings using rotary switches.

The L-Series and L-Series with LED line is developed to simplify installation. All devices feature plug-in designs with minimal intrusion into the back box, making installations fast and foolproof while virtually eliminating costly and time-consuming ground faults. The universal mounting plate includes an onboard shorting spring, so installers can test wiring continuity before the device is installed.

In addition, the System Sensor L-Series with LED notification appliances offer a new diagnostic test point feature that allows you to measure device voltage with a digital voltage meter (DVM) without removing the appliance from the wall or ceiling. The DVM test points are discreetly located on the face of the notification appliance which enable faster troubleshooting and end of line (EOL) voltage checks while greatly reducing the risk of misplacing or damaging appliances during troubleshooting.



SK-RELAY

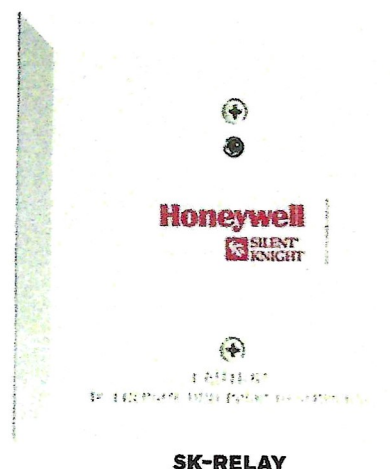
Intelligent Relay Module

The SK-RELAY is an addressable relay module for use with Honeywell Silent Knight Series fire alarm control panels (FACPs). The SK-RELAY allows a Silent Knight FACP to switch discrete contacts by code command. The relay contains two isolated sets of Form C contacts, which operate as a DPDT switch. No supervision is provided for the notification appliance circuit.

The SK-RELAY contacts can be used for virtually any normally open or normally closed application. Each SK-RELAY is programmed with a unique signaling line circuit (SLC) loop address. When an event occurs that controls the SK-RELAY, the relay is triggered by the FACP.

INSTALLATION

The SK-RELAY mounts directly into a 4" square electrical box. The box must have a minimum depth of 2-1/8". A surface mount electrical box (System Sensor® PN SMB500) is available from Silent Knight.



FEATURES & BENEFITS

- Two sets of Form C contacts
- Rotary address switches for fast installation
- Contacts are rated for a variety of amps (see Specifications)
- Panel controlled status LED that flashes green in normal state and is solid red in alarm
- Relay programming is completely flexible—can be mapped to zone conditions
- Polling LED visible through the cover plate
- SEMS screws for easy wiring
- UL Listed

StarLink[®] FIREMAX[®] 2

AT&T + verizon

**DUAL SIM/DUAL PATH
AT&T AND VERIZON
CELL &/OR IP OR SUPERVISED DUAL CELL 5G
COMMERCIAL FIRE FACU COMMUNICATORS**

AT&T + verizon NAPCO

- **Easiest installation, powered by panel, NO extra power supply, NO extra conduit.** (Excludes Metal Direct AC-Powered Model, shown below.)
- **Labor-Saving Supervision Features Save Time & Money** - Uniquely including 4 supervised, programmable EOLR zone inputs; 2 Form C Relay outputs (no extra supervision modules to buy or install); plus, 2 Telephone style jacks for easy FACU-connection. Self-supervised on 4 wires.
- **Easy Account Management on www.napcocomnet.com 365/24/7 & Easy-Repeat Account Templates** - Save your typical account setup and reuse for goof-proof communicator programming & fast deployment.



- **Free StarLink FACU-Saver App** - Smartphone Pro sales tool for calculating/demonstrating account's cellular cost-savings with dealer by number of lines & locations vs. copper POTs lines leased from phone co. **FREE download** on Apple Store or Google Play.

- **Pro Incentive Instant Rebate Program** - Dealers save on new and retrofit installations, replacing POTs, old radios, sunset networks and even new installations. (Nothing to mail in/fill out; Service credit automatically applied upon valid plan activation.)
- **Supports Honeywell® CLSS**
- **Over-the-Air Upgradeable Firmware**
- **UL Listed & NFPA 72 Fire Code-Compliant**, the StarLink Fire Max 2 Series Wireless Commercial Fire Alarm Sole Path & Dual Path Communicators provide universal support for any brand 12V to 24V fire alarm control panel (FACU), reporting in Contact ID and 4/2. **UL-Listed from the UL 864 StarLink Fire Max 2 communicator, to Napco's NY UL 864 Network Operations Center (shown below in map), to any Central Station's UL Listed Receiver.** (It is also backed by Disaster Recovery NOC in PA for immediate, mirrored emergency switchover.)

StarLink Fire MAX 2: SLE-MAX2-Series Dual SIM, Dual Path & Exclusive Super Dual™

- **Dual SIM, Dual Path Universal** full data 5G LTE-M cellular &/or IP, or supervised dual cell (Super Dual™) commercial fire alarm reporting from any panel, virtually anywhere nationwide
- **One Model to Stock:** Provides both Verizon® & AT&T® Cell Networks plus either sole or dual path cell/IP, -or- exclusive Super Dual™ Supervised Dual Cell, Dual Channel Cell-Only Dual Path UL 864 reporting (Selectable by plan)
- **Auto-Network-Select by Site** - Upon power up, the signal-strength provided by each cell carrier is analyzed at the site, and the unit will lock-in the best carrier automatically, i.e., AT&T or Verizon. Thereafter, it's periodically reviewed and dynamically swapped as needed.
- **EZ Cell-Network ID- Red or Blue Indicators** - Inside the unit, the Carrier Indicators will light Blue for AT&T or Red for Verizon connection (also test button indicates signal strength on each for manual check)
- **See/Set SIM Status Remotely** - using a PC or smart device, the StarLink Network Operations Center (NOC), in Napco Headquarters, NY, can be accessed allowing you used to set parameters or view current status, Dual SIM status of accounts
- **Supports 12V-24V FACUs**, No Panel Reprogramming with those that communicate using Contact ID and 4/2 (such as on legacy panels), as primary or backup.
- **UL & NFPA Code-compliant, replaces 2 POTs lines per FACU** saves thousands of dollars per year over the leased landlines. (Show accounts savings - Free Sales Tool/Calculator App)
- **Proven StarLink Reliability & Best 5G LTE-M Performance** - Works where others can't - Signal Boost™ Circuitry & unique dual-diversity twin antennas, maximizing signal acquisition and eliminating the multiphase-effect signal-clash/drop-outs single-antenna units are prone to.



Universal Panel-Powered Commercial Fire FACU Communicator:
Dual SIM for 2 Networks; Dual Path Cell Only or Cell/IP All in One Model

verizon + AT&T

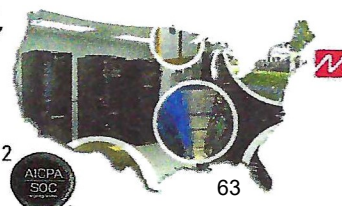
One Dual SIM Dual Path Model is Both Verizon and AT&T and Sole or Dual Path with Cellular + Internet Option. StarLink Fire provides full data reporting, in sole & dual path, as a primary or backup, to any central station of your choice, w/o requiring any special equipment. **Super Dual™ Exclusive Supervised Dual Cell, Dual Path Plan Option (w/o using IP)** Industry's 1st UL 864 Listed Supervised Dual Sim, Dual Path Communications - Uses 2 cell networks; both carrier channels are supervised. If one network is down, the other will be on. UL 864 Listed Dual Supervised, Dual Cell Channels, avoids use of IP for AHJ/regions' dual path requirement. A selectable plan option on NapcoComnet.com

Easy, Universal Installation at Every Application. StarLink Fire Communicators are easily connected to any 12V to 24V panel or Fire Alarm Control Panel (FACU) using easy Quick-Connect FACP modular jacks. StarLink Fire Max 2 Series comes in standard, ABS plastic Panel-Powered Technology™ (powered by the panel), models, or in metal housings w/ or w/o & choice of power options, i.e., direct-connect 120VAC or Plug-in transformer.

StarLink Fire is End-to-End UL 864 Listed to protect signal reliability, speed & performance for critical life and safety alarm reports for maximum life safety & liability protection.

STARLINK: ALL SIGNALS, ALWAYS IN THE USA

- StarLink UL Listed End to End:
UL 864 Listed StarLink Fire Communicator
- ▶▶ UL 864 Napco NY NOC w/ PA Failover: SOC 2
- ▶▶ Any Central Station's UL Receiver



SK-PHOTO-W SERIES

Addressable Photoelectric Smoke Detectors

The Silent Knight® SK-PHOTO-W Series feature a modern design and expanded color options support a variety of contemporary aesthetic demands. In addition, each detector is constructed for exceptional installation and maintenance efficiency.



The SK-PHOTO-W Series intelligent plug-in smoke detectors are designed for both performance and aesthetics, and are direct replacements for the SK-PHOTO Series detectors. A new modern, sleek, contemporary design and enhanced optical sensing chamber is engineered to sense smoke produced by a wide range of combustion sources in accordance with more stringent code standards. The SK-PHOTO-W Series detector sensitivity can be programmed in the control panel software. Sensitivity is continuously monitored and reported to the panel. Point ID capability allows each detector's address to be set with rotary, decimal address switches, providing exact detector location for selective maintenance when chamber contamination reaches an unacceptable level. Dual electronic thermistors add 135°F (57°C) fixed temperature thermal sensing on the SK-PHOTO-T-W. The SK-PHOTO-R-W is a remote test capable detector for use with DNR Series duct detector housings.

FEATURES AND BENEFITS

- Designed to meet UL 268 7th Edition
- Sleek and stylish contemporary design
- Stable communication technique with noise immunity
- Addressable by device
- Rotary, decimal addressing (Refer to the Silent Knight panel manuals for device capacity)
- Two-wire SLC connection
- LEDs blink every time the unit is polled
- 360°-field viewing angle of the visual alarm indicators (two bi-color LEDs); LEDs blink green in Normal condition and turn on steady red in Alarm
- Integral communications and built-in device-type identification
- Remote test feature from the panel
- Built-in functional test switch activated by external magnet
- Walk test with address d351634isplay (an address of 121 will blink the detector LED 12-(pause)-1)
- Low standby current
- Built-in tamper-resistant feature
- Designed for direct-surface or electrical-box mounting
- Sealed against back pressure
- Plugs into separate base for ease of installation and maintenance
- Expanded color options
- SEMS screws for wiring of the separate base
- Optional remote, single-gang LED accessory
- Optional sounder, relay, and isolator bases

Honeywell



64



SK-PULL-SA / SK-PULL-DA

Intelligent Pull Stations

The SK-PULL-SA is a single action pull station requiring only one motion to activate the station. The SK-PULL-DA is a dual action pull station requiring two motions to activate the station. The SK-PULL-SA and SK-PULL-DA are for use with Honeywell Silent Knight Series fire control panel (FACP).

Extremely easy to operate, the SK-PULL-DA and SK-PULL-SA provide a fast and practical means of manually initiating a fire alarm signal. The FACP recognizes each manual pull station by its specific address saving precious seconds in determining the location of an alarm.

INSTALLATION

The SK-PULL-SA and SK-PULL-DA can be surface mounted to an SB-I/O surface back box or semi-flush mounted on a standard single-gang with a minimum depth of 2.13" (5.40 cm) or double gang or 4" (10.61 cm) square electrical box. You can also use the optional (System Sensor® PN BG-TR) trim ring if the station is being semi-flush mounted.



SK-PULL-SA



SK-PULL-DA

FEATURES & BENEFITS

- Installer can open station without causing an alarm condition
- Dual-color LED is visible through handle of station blinks green to indicate normal operation and remains steady red in an alarm condition
- Key operated test and reset lock using lock plate actuator
- Key matches compatible FACP locks
- Meets ADA requirement for 5 lbs maximum pull force to active
- Meets the Americans with Disabilities Act Accessibility Guidelines (ADAAG) controls and operating mechanisms guidelines (Section 4.1.3[13])
- Shell, door, and handle molded from durable LEXAN
- Reliable analog communications for trouble-free operation
- Braille text on station handle
- Rotary address switches for fast installation
- Handle latches in down position and the word Activated appears, clearly indicating the station has been pulled
- UL Listed, including UL 38, Standard of Manually Actuated Signaling System
- CSFM Listed
- MEA Listed



SK-MONITOR-2

Addressable Dual Monitor Module

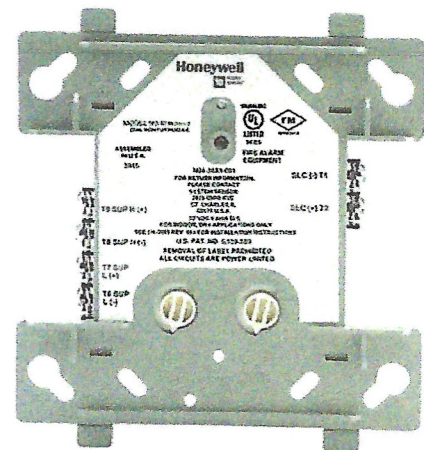
The SK-MONITOR-2 module is capable of monitoring two separate Class B circuits simultaneously, making it ideal for waterflow tamper switch and flow switch monitoring.

The SK-MONITOR-2 is an addressable monitor module with two initiating circuits for use with Honeywell Silent Knight series fire alarm control panels (FACPs). The SK-MONITOR-2 acts as an interface to contact devices, such as waterflow switches and pull stations.

The SK-MONITOR-2 supports Class B supervised wiring to the load device. Conventional 4-wire smoke detectors can be monitored for alarm and trouble conditions..

INSTALLATION

SK-MONITOR-2 mounts directly into a 4" square electrical box. The box must have a minimum depth of 2-1/8". A surface mount electrical box (System Sensor® part number SMB500) is available from Silent Knight.



SK-MONITOR-2

FEATURES & BENEFITS

- Monitor two circuits, with unique addresses, simultaneously
- Support for Class B wiring
- Fully supervised
- Panel controlled status LED that flashes green in normal state and is solid red in alarm
- Attractive ivory cover plate
- Rotary address switches for fast installation
- SEMS screws for easy wiring



SK-MONITOR

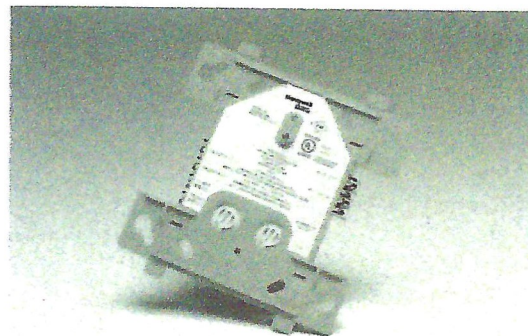
Intelligent Monitor Module

The SK-MONITOR is an addressable monitor module for use with Honeywell Silent Knight Series fire alarm control panels (FACPs). The SK-MONITOR is intended for use in intelligent, two-wire systems, where individual address of each module is selected using the built-in rotary switches.

The SK-MONITOR supports Class A supervised or Class B supervised wiring to the load device. Conventional 4-wire smoke detectors can be monitored for alarm and trouble conditions.

INSTALLATION

The SK-MONITOR mounts directly into a 4" square electrical box. The box must have a minimum depth of 2-1/8". A surface mount electrical box (System Sensor® PN SMB500) is available from Silent Knight.



SK-MONITOR

FEATURES & BENEFITS

- Single contact monitor
- Support for Class A and Class B wiring
- Fully supervised
- Panel controlled status LED that flashes green in normal state and is solid red in alarm
- SEMS screws for easy wiring
- UL Listed
- Rotary address switches for fast installation

REQUEST FOR PROPOSALS
 NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511)
 Summary of Evaluation Results

RESPONDENT	Director		Systems Manager		Electrician/Supervisor		SUM	
	Score	Rank	Score	Rank	Score	Rank	Score	Rank
BCI Integrated Solutions	92	1	92	1	42	1	226	3

SUMMARY		
Rank	Respondent	Sum. Rank
1	BCI Integrated Solutions	3

Amanda Barnes

From: Haley Johnson
Sent: Wednesday, April 9, 2025 3:20 PM
To: Mike Simmons
Cc: Chris McKenzie; Amanda Barnes; Lawrence Tress; Brittany George
Subject: RE: BCI's Responses to Questions for Town of Jupiter NF Building Fire Alarm Panel Replacement RFP (W2511)
Attachments: BCI Price Proposal Schedule of Values.pdf; W2511 RFP Exhibit B Measurement and Payment.pdf

Good afternoon Mike,

Thank you for following up. Yes, please provide BCI's Unit Price and Extended Value for Item 7: Fire Watch Services on the attached Schedule of Values at your earliest convenience. The numerical and written totals will need to be updated as well. Please initial next to any changes. The unit price for Fire Watch Services needs to be included in the contract just in case it is needed.

Consideration for contract award for this project is currently scheduled for the May 6, 2025 Town Council meeting.

Thank you,



Haley Johnson
Special Projects Coordinator
Utilities
Phone 561-741-2469
Email haleyj@jupiter.fl.us
17403 Central Blvd, Jupiter, Florida 33458

From: Mike Simmons <msimmons@bcifl.net>
Sent: Wednesday, April 9, 2025 2:27 PM
To: Haley Johnson <HaleyJ@jupiter.fl.us>
Cc: Chris McKenzie <ChrisM@jupiter.fl.us>; Amanda Barnes <amandab@jupiter.fl.us>; Lawrence Tress <LawrenceT@jupiter.fl.us>; Brittany George <BrittanyG@jupiter.fl.us>
Subject: RE: BCI's Responses to Questions for Town of Jupiter NF Building Fire Alarm Panel Replacement RFP (W2511)

Some people who received this message don't often get email from msimmons@bcifl.net. [Learn why this is important](#)

Good afternoon Haley,

Just following up to see if your team has any further questions about my responses? Also, do you know when this will be awarded? Thank you.

Respectfully,

Mike Simmons

Mike Simmons
Engineered Systems Sales



NATIONWIDE **INTEGRATED** BUILDING SYSTEMS PROVIDER

1700 Park Ln S, Ste 4, Jupiter, FL 33458

(443) 324-1365 | Cell

(813) 249-1020 | Office

(877) 616-2538 | Toll Free

www.bcifl.net



From: Mike Simmons

Sent: Friday, April 4, 2025 5:02 PM

To: Haley Johnson <HaleyJ@jupiter.fl.us>

Cc: ChrisM@jupiter.fl.us; amandab@jupiter.fl.us; LawrenceT@jupiter.fl.us; BrittanyG@jupiter.fl.us; Eric Isaksen <eisaksen@bcifl.net>

Subject: FW: BCI's Responses to Questions for Town of Jupiter NF Building Fire Alarm Panel Replacement RFP (W2511)

Haley,

Thank you for your questions. I've provided our responses below in red. Please let me know if you have any other questions or if you need any further clarification. I'm also happy meet at your facility or remotely if needed, to give you and your team the confidence needed in choosing BCI Integrated Solutions. Have a great weekend.

Respectfully,

Mike Simmons

Mike Simmons

Engineered Systems Sales



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www.bcifl.net



From: Haley Johnson <HaleyJ@jupiter.fl.us>

Sent: Friday, April 4, 2025 8:58 AM

To: Eric Isaksen <eisaksen@bcifl.net>

Cc: Chris McKenzie <ChrisM@jupiter.fl.us>; Amanda Barnes <amandab@jupiter.fl.us>; Lawrence Tress <LawrenceT@jupiter.fl.us>; Brittany George <BrittanyG@jupiter.fl.us>

Subject: BCI's Proposal for Town of Jupiter NF Building Fire Alarm Panel Replacement RFP (W2511)

You don't often get email from haleyj@jupiter.fl.us. [Learn why this is important](#)

Good morning Mr. Isaksen,

The Town's Selection Committee met on 4/2/2025 to discuss BCI's proposal for the Town of Jupiter's Fire Alarm Panel Replacement Project (W2511). Please provide answers to the following questions regarding BCI's proposal so that we can make a decision relative to our intent to award a contract. Please respond by Monday, April 7th at 11:00am. Thank you!

Section C, Page 2 of BCI's Proposal, Exclusions

1. **BCI Exclusion-** *If existing wiring requires repair and/or replacement, additional costs would be incurred, and those costs would be billed separately.*

TOJ Response -The RFP Documents and subsequent contract recognize the possibility that existing cabling may need to be replaced depending on conditions. Such conditions and costs would need to be reviewed with the Town, and if additional work is required, costs would be negotiated and approved by written change order. The Undefined Conditions Allowance described by **Payment Item 1.06.B.4** within Exhibit B exists to fund such unforeseen costs.

BCI Response – Acknowledged

BCI Exclusion- *Any and all means necessary to meet required cable survivability is to be provided by others.*

TOJ Response - Contractor shall provide all trades required to complete the project as described in Addendum #1 Question #4. Contractor is responsible to protect existing utilities and equipment during the performance of the Work. Any equipment damaged by the contractor's work or his subcontractors as a result of negligence, shall be repaired or replaced at the contractor's sole expense and without any additional cost to the Town.

BCI Response - Acknowledged

3. **BCI Exclusion-** *Phone Lines and Central Station Monitoring are NOT included in this project.*

TOJ Response - The facility has existing dedicated phone lines. It is the intent of this project that the existing dedicated hard lines are not to be used. Section 2.5.2 of Part II Statement of Work calls for the installation of cellular dials with the intent of Central Monitoring, which is to be provided by the contractor for a duration of 1 year as described in the RFP Documents Part II, Section 2.2 Scope of Services.

BCI Response – Acknowledged. *BCI's bid includes a Cellular Communicator as specified. A separate monitoring agreement will be created upon approval.*

4. **BCI Exclusion-** *This proposal is based upon the device quantities as shown on the Riser Diagram FA-06, as well as the reply to RFI question #4 (replace in kind) and is NOT a Design Build.*

TOJ Response - Question 6 of Addendum #1 is the response to RFI question #4 and is in reference to isolation modules. It is the intent that the new system be installed "in like kind". It is also the contractor's responsibility to provide a working functional system that meets all applicable codes. Please explain what you mean by "design build".

BCI Response – Acknowledged. BCI will provide a fully functional system with “like kind”. Design build is not applicable as it relates to projects that do not have an existing system or design.

5. **BCI Exclusion-** *Final device quantities, locations and types pending approval by the AHJ.*

TOJ Response - Is AHJ referring to TOJ Building Department and the Palm Beach County Fire Marshal as The Authority Handling Jurisdiction?

BCI Response - Yes

6. **BCI Exclusion-** *Proposal presumes the existing Potter PFC Sprinkler/Releasing Control Panel is in 100% functioning order.*

TOJ Response - The existing system is in 100% functioning order. The contractor is responsible to integrate the pre-action system with the proposed fire alarm control panel (FACP).

BCI Response – Acknowledged.

Section C, Page 2 of BCI’s Proposal, Notes and Clarifications:

1. **BCI Note-** *This quotation is based upon re-using the existing cable infrastructure.*

TOJ Response - The RFP Documents and subsequent contract recognizes the possibility that existing cabling may need to be replaced depending on conditions. Such conditions and costs would need to be reviewed with the Town, and if additional work is required, costs would be negotiated and approved by written change order. The Undefined Conditions Allowance described by **Payment Item 1.06.B.4** within Exhibit B exists to fund such unforeseen costs.

BCI Response - Acknowledged

2. **BCI Note-** *The customer will be responsible for programming their operating parameters as needed.*

TOJ Response - Please provide clarification on what programming BCI believes the owner may be responsible for.

BCI Response – Disregard, not applicable. BCI will perform the programming to a complete functioning system.

3. **BCI Note-** *This quotation excludes any applicable general construction related work...*

TOJ Response - Contractor is responsible to perform all required work including protection of existing facilities and any required repair or restoration of existing facilities that are impacted from their work.

BCI Response - Acknowledged

BCI’s Price Proposal Form (Schedule of Values):

- **Bid Item #2-** Bonds and Insurance are required for this project.

BCI Response – Acknowledged. BCI’s bid included money for bonding.

- **Bid Item #3-** General Conditions/Contract Administration was left with no dollar value. Please verify this is correct. If this is correct, where are the costs for permits in BCI’s proposal?

BCI Response – This is correct. BCI’s permit costs are included in our overall bid.

- **Bid Item #7-** A unit price for Fire Watch Services was not provided on BCI’s Proposal Form. BCI is responsible for the transition from the old to new system without service interruption. Please explain how this work will be performed to avoid fire watch, or confirm that fire watch will be provided by BCI as required.

BCI Response – BCI excluded this from our bid price until more clarity regarding scheduling and specific scope of work requirements for this service could be discussed, which normally occurs after award and during an on-site

Project Kick-Off Meeting with the stakeholders. Depending on the County's level of requirement for this service, BCI could be underpricing or overcharging, which wouldn't be fair to either party. The RFP stated that there would be a negotiation stage. In the interest of fairness to both parties, BCI chose to exclude this for now and not pad our price for unknowns, and to discuss this requirement in more detail during the negotiations meeting, at which time BCI can provide an amended price afterwards for the service level that meets the exact needs of the County. It's our belief that this is the most responsible approach.

General:

- **Permitting:** The Project approach does not mention or discuss permitting. Please verify BCI is aware of the permitting requirements of the RFP.

BCI Response – BCI is aware of the permitting requirement and will comply with providing permits as needed.



Thank you,

Haley Johnson
Special Projects Coordinator
Utilities
Phone 561-741-2469
Email haleyj@jupiter.fl.us
17403 Central Blvd, Jupiter, Florida 33458

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Jupiter officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

AGREEMENT (CONTRACT) BETWEEN OWNER AND CONTRACTOR

This Agreement (Contract) made this _____ day of _____, _____ by and between the Town of Jupiter, a public agency of the State of Florida hereinafter designated as the “the TOWN” and “OWNER”, and Midwest Alarm Company Inc. dba BCI Integrated Solutions, 9501 Princess Palm Ave., Tampa, FL 33619, a South Dakota Corporation, 46-0307899 (FEIN number) hereinafter designated as “the CONTRACTOR”, in consideration of the mutual covenants hereinafter set forth agree as follows:

ARTICLE 1. WORK.

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish all labor, materials, supplies, equipment, tools, transportation, shop facilities and any other requirements necessary for the replacement of an existing addressable fire alarm system including but not limited to: removal and disposal of the existing Siemens FS-250 Fire Alarm System components, including all ancillary equipment and devices (fire alarm panel, smoke detectors, duct detectors, heat detectors, beam detectors, pull stations, notification devices, device bases, annunciator panel(s), and all others), design, permitting, fabrication, and installation of one (1) non-proprietary new addressable fire alarm (FA) panel with all ancillary equipment and devices necessary to meet applicable local, state, and federal codes, rules, regulations. New fire alarm control panel (FACP) and system shall be manufactured by one of the following: Honeywell Fire-Lite ES, Edwards Signal, Mircom, Silent Knight control panel or approved equal. The scope of services under this contract shall also include as an additive alternate bid item, 24/7 monitoring, quarterly and annual inspections, and service (not including warranty repairs) for the newly installed system for a period of one (1) year from date of Substantial Completion. The existing fire alarm panel is located within the Town’s Nanofiltration (NF) membrane treatment building at the Town’s Water Treatment Plant (WTP), 17403 Central Boulevard, Jupiter, FL 33458. Ancillary equipment is located in the NF building and the NF pretreatment building. Interested proposers must be certified unlimited electrical contractors or fire alarm contractors licensed in the State of Florida to perform the work required, have at least 5 years’ experience in design, permitting, fabrication, installation, and testing of fire alarm panels and systems, provide sufficient qualified staff to complete the scope of work contemplated in a timely manner, provide the necessary materials, equipment, tools and supplies to complete the work described in the RFP documents.

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **NF BUILDING FIRE ALARM PANEL REPLACEMENT (W2511) FOR THE TOWN OF JUPITER UTILITIES, JUPITER, FLORIDA**

ARTICLE 2. ENGINEER.

- 2.1 The Town of Jupiter has prepared this RFP and will administer the contract during the construction phase.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will have substantial completion dates and final completion dates after the date when the Contract Time commences to run as provided in Article 4 of the General Conditions, and as outlined below. The work will be completed and ready for substantial and final payments in accordance with Article 15 of the General Conditions and as outlined below:

Substantial Completion:	120 calendar days from Notice to Proceed
Final Completion:	150 calendar days from Notice to Proceed

- 3.2 OWNER defines Substantial Completion and Final Completion in accordance with Article 1 of the General Conditions, Article SC-1 of Supplementary Conditions, and as described below in Article 6. Project Closeout of this Agreement.
- 3.3 The Final Completion date will be adjusted by OWNER, as required, such that CONTRACTOR is provided thirty (30) calendar days after the delivery date of the Punch List to complete all remaining items required to render complete, satisfactory and acceptable all Work of the Contract and as described below in Article 6. Project Closeout of this Agreement.
- 3.4 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Article 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Article 3.1 for substantial completion until the Work is substantially complete, and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Article 3.1 above from the date of final completion until the Work has reached final completion. Liquidated damages under this Contract shall be applied to each Contract Completion date (Substantial and Final) individually and accrue until such time as the Work achieves Substantial and Final Completion, as required, by the Contract.
- 3.5 Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deducting the amount due in Liquidated Damages as set-off from payment applications. Liquidated damages under this Contract will be applied to each Substantial Completion and Final Completion date identified in Article 3.1 of this Agreement, or as represented in any subsequent executed change order to this Contract for changes in Contract Time, in accordance with Article 11.08 of the EJCDC Standard General Conditions of the Construction Contract.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices.

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions and Exhibit "B" of the RFP documents. Applications for payment will be processed by OWNER as provided in the General Conditions and Exhibit "B".
- 5.2 The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.
- 5.3 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment within 20 business days of receipt of each monthly approved application for payment during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the agreed upon schedule of values provided for in Articles 2 and 15 of the General Conditions.

- 5.4 Progress payments will be made in an amount equal to: 95% of the Work completed, and 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. Owner is not obligated to pay for stored materials and may choose to withhold payment until materials are incorporated into the Work.
- 5.5 Upon issuance of the Certificate of Substantial Completion and delivery of an approved Punch List in accordance with Article 15 of the General Conditions, OWNER will increase payment for the remaining value of Work completed less an amount equal to 150 percent of the cost to complete the items of the Punch List in accordance with Chapter 218.735 F.S. OWNER and CONTRACTOR shall agree to the costs to complete each item on the Punch List, which may be no less than 2% of the total value of the Contract. Based on this, progress payments will be made in an amount equal to 97% of the Work completed less the aggregate of payments previously made unless liquidated damages are due. OWNER at its discretion may further increase payments to 98% of the work completed upon Substantial Completion. Owner is not obligated to increase payments to 98% of work completed.
- 5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Article 15 of the General Conditions unless liquidated damages are due. Retainage will be released after final permitting, successful start-up and testing of the unit, record drawings, and training has been provided.

ARTICLE 6. PROJECT CLOSEOUT.

- 6.1 Substantial Completion. CONTRACTOR shall submit to OWNER a written request for substantial completion with an initial draft of punch list items to be completed or corrected before final payment in accordance with Article 15 of the General Conditions.
- 6.2 Inspection of Work. Within thirty (30) calendar days of CONTRACTOR request for substantial completion, OWNER, CONTRACTOR, ENGINEER and other Agencies as required shall make an Inspection of the Work to determine status of completion in accordance with Article 15 of the General Conditions. OWNER, upon agreement that work is considered substantially complete, will review and revise as needed CONTRACTOR's draft of punch list and deliver a Certificate of Substantial Completion and Punch List to the CONTRACTOR within (5) calendar days of the Inspection of the Work. OWNER shall increase payment as described in Article 5 of the Agreement.
- 6.3 The Certificate of Substantial Completion shall fix the date of the project's Substantial Completion. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Substantial and Final Completion dates.
- 6.4 Completion of the Punch List. After Substantial Completion, CONTRACTOR shall promptly begin work on the punch list of items. OWNER shall provide thirty (30) calendar days, from the date of delivery of the Punch List, to complete remaining Work of the Contract including the punch list. OWNER shall withhold liquidated damages as described in Article 3 of the Agreement for each day that surpasses the Contract Final Completion date.
- 6.5 Final Inspection. CONTRACTOR shall notify OWNER in writing that the entire Work of the Contract is complete and OWNER shall complete final inspection in accordance with Article 15 of the General Conditions.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

- 8.1 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:
 - 8.1(a) Table of Contents
 - 8.1(b) Legal Advertisement / Request for Proposals
 - 8.1(c) Part I – General Requirements
 - 8.1(d) Part II – Statement of Work
 - 8.1(e) Part III – Instructions for Preparing Proposals
 - Part V – Proposal Forms:
 - 8.1(f) Proposal Acknowledgment and Certification
 - 8.1(g) Price Proposal Form
 - 8.1(h) Proposer’s Questionnaire
 - 8.1(i) Previous Experience and References
 - 8.1(j) Contractor Safety Qualifications/Requirements
 - 8.1(k) Contractor Safety Qualification Form
 - 8.1(l) Non-Collusive Affidavit Form
 - 8.1(m) Sworn Statement
 - 8.1(n) Drug-Free Workplace Certifications
 - 8.1(o) Contractor E-Verify Affidavit Form
 - Part VI – Contract Forms and Agreement:
 - 8.1(p) Notice of Intent to Award
 - 8.1(q) Notice of Award
 - 8.1(r) Agreement (Contract) between OWNER and CONTRACTOR
 - 8.1(s) Combined Payment and Performance Bond
 - 8.1(t) Opinion of Town Attorney
 - 8.1(u) Notice to Proceed
 - 8.1(v) Exhibit “A” – Equipment Specifications and Cut Sheets
 - 8.1(w) Exhibit “B” – Measurement and Payment
 - 8.1(x) General Conditions (EJCDC Standard General Conditions (2018 Edition), inclusive)

- 8.1(y) Supplementary Conditions
- 8.1(z) Any Modifications, including Change Orders, duly delivered after execution of Agreement.
- 8.1(aa) Appendix "A" – Panel Schedules and Riser Diagrams

8.2 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a modification described in Article 1 of the General Conditions of the Contract.

ARTICLE 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 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 a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 9.5 This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
 - 9.5(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - 9.5(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - 9.5(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

- 9.5(d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, TOWNCLERK@JUPITER.FL.US OR 210 MILITARY TRAIL, JUPITER, FL 33458.**

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

- 9.6(a) Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing Work, providing supplies, or providing services under this Contract.
- 9.6(b) Proposers are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.
- 9.6(c) Proposers shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.
- 9.6(d) The Apparent Successful Proposer shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.
- 9.6(e) Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verifv.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- (i) Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor (refer to Bid 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.
 - (ii) 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.

9.7 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

- 9.7(a) Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.
- 9.7(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.
- 9.7(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

9.8 SCRUTINIZED COMPANIES LIST

- 9.8(a) Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.
- 9.8(b) The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.
- 9.8(c) The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have submitted a false certification or has been placed on a list created pursuant to sections 215.4725 or 215.473. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

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

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Jim Kuretski, Mayor

(TOWN SEAL)

ATTEST

Laura E. Cahill, Town Clerk

CONTRACTOR

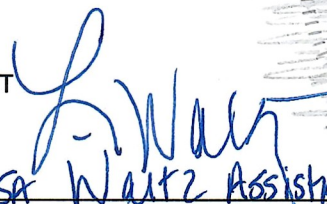
Midwest Alarm Company Inc.
(dba BCI Integrated Solutions)
9501 Princess Palm Ave.
Tampa, FL 33619



Eric Isaksen, Vice President of Operations

(CORPORATE SEAL)

ATTEST



Lisa Waltz Assistant Controller
[PRINT NAME AND POSITION]

TOWN OF JUPITER
Annual Roadway Striping Contract with McShea Contracting, LLC



DATE	May 6, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Senior Director of Community Development
SUBJECT	Approval of Resolution 48-25 for the award of EPW 2025-19 - Annual Striping Contract to McShea Contracting, LLC in the amount not to exceed \$178,116.81

EXECUTIVE SUMMARY

Town staff is requesting the Town Council's approval of Resolution 48-25 for the award of EPW 2025-19 - Annual Striping Contract to McShea Contracting, LLC. (McShea) in an amount not to exceed \$178,116.81.

This project consists of the annual installation and refurbishment of pavement striping along Town-owned roadways and facilities. The work is conducted either as part of an ongoing maintenance cycle or in response to specific needs. The scope of work includes, but is not limited to, mobilization, traffic maintenance, surface preparation, removal of existing pavement striping, removal of deteriorated retroreflective pavement markers, installation of new retroreflective pavement markers, and application of striping using durable paint and thermoplastic materials. The criteria used by the staff to determine the priority of the road segments for restriping are as follows:

1. Striping condition - Segments in poorer condition were given higher priority;
2. Functional classification of the roadway – Road segments with higher functional classifications, such as major or minor collector roads, receive higher priority;
3. Average daily traffic (ADT) – Road segments having higher ADT receive higher priority; and
4. Scheduled repaving - Any roadway segment scheduled to be repaved within the next 2–3 years was excluded.

Based on these criteria, road segments were selected and prioritized for restriping. The restriping cost for each segment was estimated. The following six segments were selected, and the work will be executed in the order listed below:

1. Jupiter Lakes Blvd (by Jupiter Medical Center)
2. Maplewood Rd between Indiantown Rd and Indian Creek Parkway
3. S. Pennock Lane between Indiantown Rd and Toney Penna Dr
4. N. Delaware Blvd north of Indiantown Rd
5. S. Delaware Blvd south of Indiantown Rd
6. SWA Rd west of Military Trl to Corporate Way

On April 1, 2025, two bids were received for the subject project. One of the bids was returned unopened because it was received after the bid opening deadline. After reviewing the remaining bid (see the attached bid tabulation), Town staff found no mathematical errors or discrepancies in unit prices and determined that the bid from McShea is both responsive and responsible, with a total bid amount of \$178,116.81.

Town staff have contacted the references provided by McShea and received positive feedback regarding the quality of their work and their timely project completion. Adequate fiscal year funding and existing rollover funds are available for this project.

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

ANALYSIS

If approval is granted for Resolution 48-25 to award EPW 2025-19, the Annual Striping Contract, to McShea Contracting, LLC, in an amount not to exceed \$178,116.81, the Mayor will be authorized to execute the contract on its behalf.

STRATEGIC PRIORITY

- Mobility

ATTACHMENTS

1. Resolution 48-25
2. Bid Tabulation
3. Contract

FUNDING SOURCE

Approved in Budget	\$178,116.81	Sources: CIP – Traffic Management and Safety Improvements, 31031041-553005-E1402
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For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us and/or 561-741-2737.

RESOLUTION NO. 48-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AWARDED CONTRACT EPW 2025-19 – ANNUAL STRIPING CONTRACT TO MCSHEA CONTRACTING, LLC. IN AN AMOUNT NOT TO EXCEED \$178,116.81

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 the EPW 2025-19 - Annual Striping Contract; and

WHEREAS, the scope of work for the Annual Striping Contract consists of but is not limited to mobilization, maintenance of traffic, clearing, removal of existing pavement striping, removal of deteriorated retro-reflective pavement markers, installation of retro-reflective pavement markers, and installation of striping (durable paint and thermoplastic) for existing and new pavement markings installation and refurbishment along Town owned roadways and other facilities; and

WHEREAS, the Town Council has determined that McShea Contracting, LLC. is qualified to provide the services sought by the Town pursuant to its solicitation of services; and

WHEREAS, the Town Council has determined that it should award a contract for \$178,116.81 to McShea Contracting, LLC.; and

WHEREAS, the Town Community Investment Program has funds in its current fiscal year budget which are 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 McShea Contracting, LLC. in an amount not to exceed \$178,116.81.

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

BID TABULATION
ANNUAL STRIPING
EPW 2025-19
TOWN OF JUPITER

CONTRACTOR NAME & ADDRESS	TOTAL BASE BID SUM	REVIEWED CALCULATED BID
McShea Contracting, LLC 508 Owen Ave. N Lehigh Acres, FL 33971	\$178,116.81	\$178,116.81

EPW 2025-19
CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
MCSHEA CONTRACTING, LLC

THIS CONTRACT, made this 15th day of April 2025, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and McShea Contracting, LLC, 508 Owen Ave. N, Lehigh Acres, FL 33971, a Florida Corporation, FEID Number 26-4642586 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 Proposals on April 1, 2025 for the Construction of the Annual Striping Contract, 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 2025-19 entitled Annual Striping Contract, Palm Beach County ("Project").

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General 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.
 - a. Florida Department of Transportation Work Site Traffic Control Supervisor.
 - b. Florida Department of Transportation Contractor Prequalification in the Pavement Marking Work Class or other qualification from a Florida county/local government acceptable to the Town.
- 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 sixty five (365) calendar days. 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, **One Hundred Twenty Dollars and No Cents (\$120.00)**, 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 One Hundred Seventy-Eight Thousand, One Hundred Sixteen Dollars and Eighty-One Cents (\$178,116.81).
- 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 EPW 2025-19, Annual Striping Contract, consisting of plans prepared by the Town that will be issued on the Notice to Proceed date.
- 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 Proposal, Instructions to Proposers, Proposal 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 Roger Held Senior Director of Community Development 210 Military Trail Jupiter, FL 33458-5786
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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.

24. E-VERIFY, ENTITIES OF FORGEN COUNTRIES OF CONCERN, SCRUTINIZED COMPANIES LIST

24.1. EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

24.1.1. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing Work, providing supplies, or providing services under this Contract.

24.1.2. Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

24.1.3. Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.

24.1.4. The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.

24.1.5. Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

24.1.5.1. Contractor 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.

24.1.5.2. 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.

24.2. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the TOWN with an affidavit signed by an officer or representative of

the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

24.3. SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

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

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

Printed Name

Title

Title

TOWN OF JUPITER
FY2025 Mid-Year Budget Amendment



DATE	May 6, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	Resolution 49-25, Approving the FY2025 Mid-Year Budget Amendment

EXECUTIVE SUMMARY

Staff seeks Town Council approval of Resolution 49-25 providing for an amendment to the fiscal year ending September 30, 2025 operating and CIP budgets. The amendment includes budget transfers and amendments recorded from October 1, 2024 through March 31, 2025 as detailed in the attached budget transfer summary. The most significant amendments by fund are listed below.

The Town Attorney has reviewed the attached documents and finds them to be in acceptable form.

ANALYSIS

General Fund:

Amendments to the General Fund budget were required for the following:

1. To carryforward remaining operating funds from FY2024 for a bobcat a pickup truck and toro mower.
2. To appropriate received funds from insurance proceeds and disposition funds to replace a police vehicle due to an accident.
3. To carryforward remaining operating funds from FY2024 for way finding signs for the Town Hall Campus.
4. To carryforward remaining operating funds from FY2024 for Roger Dean Stadium Improvement Contributions.
5. To appropriate reserve funding for the additional funding required for the Piatt Place retaining wall project, approved by Town Council on 01-21-2025 resolution 6-25.
6. To appropriate reserve funding for the additional funding required for the Cinquez Park access road project, approved by Town Council on 01-21-2025 resolution 6-25.
7. To appropriate reserve funding for the additional funding required for the playground equipment project, approved by Town Council on 02-04-2025.
8. To transfer and amend from contingency funds for professional owners representation services to assist staff with the construction of two fire stations, approved by Town Council on 12-3-2024.

General Fund Contingency Use:

Beginning Balance:	\$2,302,281
Mid-Year Amendments:	<u>735,892</u>
Remaining Balance:	<u>\$1,566,389</u>

Police Federal Forfeiture Funds

1. To carryforward remaining federal forfeiture funds from FY2024 for two pick-up trucks and equipment for vehicle suppression.

Fire Fund:

1. To carryforward remaining funds from FY2024 for contracts, apparatus and equipment purchases not completed by year-end.
2. To appropriate received funds from Opioid Settlement proceeds, approved by the Town Council on 02-18-2025 Resolution 31-25.
3. To appropriate contingency funds for the transportation and set up of a temporary modular building.
4. To appropriate contingency funds for the purchase of a temporary modular building.

Fire Fund Contingency Use:

Beginning Balance:	\$500,000
Mid-Year Amendments:	<u>89,995</u>
Remaining Balance:	<u>\$410,005</u>

Community Investment Plan (CIP):

Amendments to the CIP fund were required for the following:

1. To carryforward unspent FY2024 funds on previously approved C-I-P projects and related revenues.
2. To appropriate funds from general fund reserves for Phase II of the Piatt Place fire station project, approved by Town Council on 01-21-2025.
3. To appropriate funds from general fund reserves for the construction of an access road in Cinquez Park, approved by Town Council on 01-21-2025.
4. To appropriate funds from general fund reserves for owners representation services for the construction of two new fire stations.
5. To appropriate donated funds for the purchase of a tactical rescue vehicle, approved and accepted by the Town Council on 11-19-2024.
6. To appropriate additional funds as required by funding agreement with the FDOT for the Indiantown Road Western Corridor project that was approved by the Town Council on 01-17-2023.
7. To appropriate and transfer funds from general fund reserves for the construction of playgrounds, approved by Town Council on 02-04-2025.

Water and Stormwater:

Amendments to the Water Fund and Stormwater Fund budgets were required for the following:

1. To amend and transfer FY2025 budgeted amounts from water operating to newly established Valve & Hydrant Maintenance Asset Maintenance account to better track funds and ensure funding availability for work.

2. To amend and transfer budgeted operating funds fire alarm panel replacements at the Water Treatment Plant. Moving funds from WTP Operating Supplies to a project specific AMRR/W1290 account.
3. Carryforward unspent FY2024 water funds on previously approved water infrastructure R&R projects.
4. To amend and appropriate additional funds for the Dolphin Drive drainage and watermain project, approved by Town Council on 03-18-2025 by resolution 2-25.
5. To amend and appropriate additional funds for the Fisherman's Landing watermain replacement project, approved by Town Council on 10-15-2024 by resolution 112-24.
6. Carryforward unspent FY2024 stormwater funds on previously approved infrastructure and private SW improvement grant projects.
7. To amend and appropriate funds for a cost-reimbursement grant agreement, in the amount of \$130,000, with the South Florida Water Management District (SFWMD) for Dolphin Drive Drainage Improvements, approved by the Town Council on 12-17-2024 by resolution 144-24.

Water and Stormwater Fund Contingency Use:

There has been no use of water contingency funds for FY2025.

There has been no use of stormwater contingency funds for FY2025.

BUILDING FUND:

1. To amend and restrict funds for future Building Fund projects and for future rate stabilization purposes from funds that are currently identified as unrestricted.

STRATEGIC PRIORITY

- Fiscal Responsibility

ATTACHMENTS

1. Resolution No. 49-25
2. Budget Transfers Appropriating Fund Balance / Retained Earnings
3. FY2024 CIP Balance Carryforward Amounts

FUNDING SOURCE

Approved in Budget	\$	Sources:
Additional Funding Requested	\$ As detailed in Attachment 2	Sources:

For more information or copies of the attachments, please contact Scott Reynolds at scottr@jupiter.fl.us or 561-741-2327.

TOWN OF JUPITER, FLORIDA

RESOLUTION NO. 49-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING RESOLUTION 107-24, THE TOWN'S BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter has adopted its Fiscal Year 2024-2025 Budget and Pay Plan pursuant to Resolution 107-24 on September 18, 2024; and

WHEREAS, the Town Manager recognizes that periodic modifications to the adopted budget for the fiscal year are necessary for fiscal management purposes and to implement those changes to the Town Council's fiscal policy which occur after the adoption of the Fiscal Year 2024-2025 Budget; and

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

SECTION 1. The Town Council hereby amends Resolution 107-24, the Town's Budget for Fiscal Year 2024-2025 to provide for certain adjustments and amendments to the Town Council's fiscal policy which it has made during the course of the fiscal year.

SECTION 2. The Town Council hereby adopts those Budget transfers recorded through March 31, 2025 which are attached hereto and incorporated herein.

SECTION 3. To the extent not amended herein, all other provisions of the Annual Budget for Fiscal Year Ending September 30, 2025 remain in full force and effect.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution 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 portion of this Resolution.

SECTION 5. This Resolution shall become effective immediately upon execution.

**TOWN OF JUPITER
BUDGET TRANSFERS
APPROPRIATING FUND BALANCE / RETAINED EARNINGS.
October 1, 2024 - March 31, 2025**

	<u>Increase</u>	<u>Decrease</u>
GENERAL FUND:		
TOWN CLERK:		
Other Contractual Service	1,560	
CFS-Filing Fee	(1,560)	
To transfer and amend from state election assessment fees collected to cover cost.		
Other Contractual Service	160,000	
Contingency		160,000
To appropriate funding for runoff election on 3-25-2025, approved by Town Council on 1-7-2025.		
PUBLIC WORKS:		
Memorial Bricks	2,318	
CFS-Memorial Bricks	(2,318)	
To appropriate additional funds received for the Town's memorial brick program.		
Machinery & Equipment	94,950	
Contingency		59,977
Designated From Fund Balance	(34,973)	
To carryforward remaining operating funds and transfer from contingency funds for the purchase of the Thour Lighting Detection System for each of the parks in the Town.		
Machinery & Equipment	47,212	
Designated From Fund Balance	(47,212)	
To carryforward remaining operating funds from FY2024 for a Toro mower not not purchased by year-end.		
Machinery & Equipment	165,854	
Designated From Fund Balance	(165,854)	
To carryforward remaining operating funds from FY2024 for a Bobcat and pickup truck not purchased by year-end.		
PLANNING AND ZONING:		
Operating Supplies - Furniture	14,899	
Designated From Fund Balance	(14,899)	
To carryforward remaining operating funds from FY2024 for furniture not purchased by year-end.		
POLICE DEPARTMENT:		
Machinery & Equipment	32,259	
Disposition of Fixed Assets	(12,910)	
Oth Rev-Insurance Reimburse	(19,349)	
To appropriate received funds from insurance proceeds and disposition funds to replace a police vehicle due to an accident.		
Other Current Charges - Shop with a Cop	2,000	
Donation-Police Department	(2,000)	
To appropriate additional donated funds received for the Town Police Department's Shop with a Cop program.		

**TOWN OF JUPITER
BUDGET TRANSFERS
APPROPRIATING FUND BALANCE / RETAINED EARNINGS.
October 1, 2024 - March 31, 2025**

	<u>Increase</u>	<u>Decrease</u>
OTHER GENERAL GOVERNMENT:		
Operating Supplies - Way Finding Signs	402,000	
Designated From Fund Balance	(402,000)	
To carryforward remaining operating funds from FY2024 for way finding signs for the Town Hall Campus not purchased by year-end.		
 Aid to Gov Agency-PBC RDS	 750,000	
Designated From Fund Balance	(750,000)	
To carryforward remaining operating funds from FY2024 for Roger Dean Stadium Improvement Contributions not completed by year-end.		
 Other Contractual Service	 30,000	
Contingency		30,000
To transfer amend from contingency funds for relocation costs for Johnson Brothers Corporation as outlined in the temporary easement agreement approved in resolution 104-24 by the Town Council on 9-4-2024.		
 Hurricane Expenditures	 10,000	
Contingency		10,000
To transfer amend from contingency funds for expenses relating to Hurricane Milton.		
 Tfr To-Capital Improvement Fun	 432,082	
Designated From Fund Balance	(432,082)	
To appropriate reserve funding for the additional funding required for the Piatt Place retaining wall project, approved by Town Council on 01-21-2025 by resolution 6-25.		
 Tfr To-Capital Improvement Fun	 1,044,979	
Designated From Fund Balance	(1,044,979)	
To appropriate reserve funding for the additional funding required for the Cinquez Park access road project, approved by Town Council on 01-21-2025 by resolution 6-25.		
 Tfr To-Capital Improvement Fun	 69,184	
Designated From Fund Balance	(69,184)	
To appropriate reserve funding for the additional funding required for the playground equipment project, approved by Town Council on 02-04-2025.		
 Tfr To-Capital Improvement Fun	 434,165	
Contingency		434,165
To transfer and amend from contingency funds for professional owners representation services to assist staff with the construction of two fire stations, approved by Town Council on 12-3-2024.		
Contingency - Spray Pad		41,750
Tfr From General Fund	41,750	
To appropriate funding for design services for a spray pad within the Town.		

**TOWN OF JUPITER
BUDGET TRANSFERS
APPROPRIATING FUND BALANCE / RETAINED EARNINGS.
October 1, 2024 - March 31, 2025**

	<u>Increase</u>	<u>Decrease</u>
POLICE FORFEITURE AND DONATIONS:		
Other Current Charges	268	
Operating Supplies	27,161	
Machinery & Equipment	99,777	
Designated From Fund Balance	(127,206)	
To carryforward remaining federal forfeiture funds from FY2024 for two pick-up trucks and equipment for vehicle suppression not purchased by year-end.		
Other Contractual Services - Shop with a Cop	3,000	
Designated From Fund Balance	(3,000)	
To appropriate funds for annual Shop with a Cop event, approved by Town Council on 11-29-2024.		
Subscriptions	16,458	
Operating Supplies	112,072	
Designated From Fund Balance	(128,530)	
To carryforward remaining state forfeiture funds from FY2024 for Glock purchases and ammunition training, approved by Town Council 9-3-2024.		
JUPITER FIRE RESCUE FUND:		
Machinery & Equipment	5,839,249	
Professional Services	178,818	
Operating Expense Carryforward	140,609	
Designated From Fund Balance	(6,158,676)	
To carryforward remaining funds from FY2024 for contracts, apparatus and equipment purchases not completed by year-end.		
Other Contractual Svc - Opioid	2,500	
Operating Supplies-Opioid	55,000	
Oth Rev-Opioid Settlement Fund		57,500
To appropriate received funds from Opioid Settlement proceeds, approved by the Town Council on 02-18-2025 Resolution 31-25.		
Other Contractual Service	49,995	
Contingency		49,995
To appropriate contingency funds for the transportation and set up of a temporary modular station.		
Machinery & Equipment	40,000	
Contingency		40,000
To appropriate contingency funds for the purchase of a temporary modular station.		

**TOWN OF JUPITER
BUDGET TRANSFERS
APPROPRIATING FUND BALANCE / RETAINED EARNINGS.
October 1, 2024 - March 31, 2025**

	<u>Increase</u>	<u>Decrease</u>
COMMUNITY INVESTMENT PROGRAM:		
Previously Approved CIP Projects	31,017,845	
Fed Grant-CDBG	(345,677)	
Local Grant FDOT	(87,464)	
State Grant-LRPI	(100,000)	
Local Grant-Other Transportation	(1,000,000)	
Designated From Fund Balance	(23,851,662)	
Designated From Escrow Funds	(723,753)	
Tfr Fr-Surtax Fund	(2,000,000)	
Tfr Fr-Impact Fee: Road	(1,719,289)	
Tfr Fr-Impact Fee: Recreation	(120,000)	
Capital Contributions Private	(1,070,000)	
To carryforward unspent FY2024 funds on previously approved C-I-P projects and related revenues.		
Professional Services - Spray Pad	41,750	
Trf From General Fund	(41,750)	
To appropriate funding for design services for a spray pad within the Town.		
Other Improvements - TH Green	147,675	
Other Improvements - Police Memorial		147,675
Combine funding from Police Memorial with TH Green for ease of project management.		
Other Improvements - Piatt Place Retaining Wall	125,833	
Other Improvements - Piatt Place Non-Fill/Piling Material/Permits	306,249	
Trf From General Fund	(432,082)	
To appropriate funds from general fund reserves for Phase II of the Piatt Place fire station project, approved by Town Council on 01-21-2025		
Other Improvements - Cinquez Park Access Road Improvments	1,044,979	
Trf From General Fund	(1,044,979)	
To appropriate funds from general fund reserves for the construction of an access road in Cinquez Park, approved by Town Council on 01-21-2025		
Professional Services, Piatt Place Fire Facility	202,165	
Professional Services, Cinquez Park Fire Facility	220,400	
Professional Services, Cinquez Park	11,600	
Trf From General Fund	(434,165)	
To appropriate funds from general fund reserves for owners representation services for the construction of two new fire stations.		
Machinery & Equipment -Tactical Rescue Vehicle	599,247	
Donation-Tactical Rescue Vehicle	(599,247)	
To appropriate donated funds for the purchase of a tactical rescue vehicle, approved and accepted by the Town Council on 11-19-2024.		

**TOWN OF JUPITER
BUDGET TRANSFERS
APPROPRIATING FUND BALANCE / RETAINED EARNINGS.
October 1, 2024 - March 31, 2025**

	<u>Increase</u>	<u>Decrease</u>
Improvements other than Building - ITR Western Coordidor	12,100	
Designated From Fund Balance	(12,100)	
To appropriate additional funds for as required by funding agreement with the FDOT for the Indiantown Road Western Corridor project that was approved by the Town Council on 01-17-2023 by resolution 3-23.		
Parks R&M	69,184	
Tfr Fr-General Fund	(69,184)	
To appropriate and transfer funds from general fund reserves for the construction playgrounds, approved by Town Council on 02-04-2025.		
Playground R&R Professional Services	117,891	
Parks R&R Repairs & Maintenance		117,891
To transfer funds from Parks R&R to Playgrounds R&R for professional design services for playground elements inr Daily, Miracle Moments and Heights Parks.		
WATER FUND:		
WATER PLANT:		
Operating Supplies		200,000
Designated From Fund Balance		(200,000)
To amend and transfer budgeted operating funds fire alarm panel replacements at the Water Treatment Plant. Moving funds from WTP Operating Supplies to a project specific AMRR/W1290 account.		
WATER FIELD:		
Other Contractual Service - FY2025 Valve & Hydrant Maint		250,000
Designated From Fund Balance		(250,000)
To amend and transfer FY2025 budgeted amounts from water operating to newly established Valve & Hydrant Maintenance Asset Maintenance account to better track funds and ensure funding availability for work.		
WATER CONNECTION FEE FUND:		
Meters	25,343	
Designated From Fund Balance	(25,343)	
To carryforward unspent FY2024 funds on previously approved C-I-P project for new meters.		
WATER R&R FUND:		
Previously approved FY2024 Water R&R projects	65,058,192	
Fed Grant-WTP Hardening	(1,028,762)	
Designated From Fund Balance	(62,222,234)	
Tfr Fr-ARPF	(1,807,196)	
To carryforward unspent FY2024 funds on previously approved infrastructure R&R projects.		

**TOWN OF JUPITER
BUDGET TRANSFERS
APPROPRIATING FUND BALANCE / RETAINED EARNINGS.
October 1, 2024 - March 31, 2025**

	<u>Increase</u>	<u>Decrease</u>
Emergency 24" Floridan Aquifer RWM		132,352
Floridan Aquifer Wells RO 14/15/16	132,352	
A transfer of funds in the amount of \$132,352 from the FY2025, 24inch Floridan Aquifer Raw Watermain Emergency Replacement CIP project budget is required to reimburse the Construction of Floridan Aquifer Wells RO14, RO15 & RO16 and Raw Watermains (W2011) CIP account from which the funds were taken to issue the emergency purchase order, approved by Town Council 10-15-2024.		
AMRR/Valve & Hydrant Maint	250,000	
Designated From Fund Balance	(250,000)	
To amend and transfer FY2025 budgeted amounts from water operating to newly established Valve & Hydrant Maintenance Asset Maintenance account to better track funds and ensure funding availability for work.		
AMRR/Fire Alarm Panel WTP	200,000	
Designated From Fund Balance	(200,000)	
To amend and transfer budgeted opewrating funds fire alarm panel replacements at the Water Treatment Plant. Moving funds from WTP Operating Supplies to a project specific AMRR/W1290 account.		
Transmission & Distribution	113,951	
Designated From Fund Balance	(113,951)	
To amend and appropriate additional funds for the Dolphin Drive drainage and watermain project, approved by Town Council on 03-18-2025 by resolution 2-25.		
Transmission & Distribution	750,824	
Designated From Fund Balance	(750,824)	
To amend and appropriate additional funds for the fisherman's landing watermain replacement project, approved by Town Council on 10-15-2024 by resolution 112-24.		
ARPA FUND:		
Tfr To-Water R&R	1,807,196	
Tfr To-Stormwater R&R	386,047	
Designated Fr Fund Balance	2,193,243	
To carryforward unspent FY2024 funds on previously approved infrastructure projects.		
STORMWATER FUND:		
STORMWATER OTHER:		
Infrastructure	35,069	
Private SW Improvement Grt	337,590	
Designated From Fund Balance	(372,659)	
To carryforward unspent FY2024 funds on previously approved infrastructure and private SW improvement grant projects.		

**TOWN OF JUPITER
BUDGET TRANSFERS
APPROPRIATING FUND BALANCE / RETAINED EARNINGS.
October 1, 2024 - March 31, 2025**

	<u>Increase</u>	<u>Decrease</u>
STORMWATER R&R FUND:		
Previously approved FY2024 Stormwater R&R projects	7,578,184	
State Grant-LRPI-Pennock	(75,000)	
State Grant-LRPI	(100,255)	
Designated From Fund Balance	(7,016,882)	
Transfer From -ARPF	(386,047)	
To carryforward unspent FY2024 funds on previously approved infrastructure R&R projects.		
Infrastructure - Dolphin Drive Drainage Improvements	130,000	
Local Grant-SFWMD	(130,000)	
To amend and appropriate funds for a cost-reimbursement grant agreement, in the amount of \$130,000, with the South Florida Water Management District (SFWMD) for Dolphin Drive Drainage Improvements, approved by the Town Council on 12-17-2024 by resolution 144-24		
BUILDING FUND:		
Designated from Unrestricted Fund Balance	6,258,007	
Net Asset Restricted Software Replacement	(3,000,000)	
Net Asset Restricted New Facility Improvement	(5,000,000)	
Net Asset Rate Stabilization	(1,770,671)	
Net Asset Restricted Vehicle Replacement	(226,231)	
To amend and restrict funds for future Building Fund projects and for future rate stabilization purposes from funds that are currently identified as unrestricted.		

FY2024 CIP BALANCE CARRYFORWARD AMOUNTS

Water R&R Fund - Project Title	Carryforward Balance
Meter Replacements	2,646,420
N Limestone Creek Wellfd	9,029,024
Large Meter Replacements	155,969
Software-UBS & EAM Replacement	401,696
Asset Maintenance R&R Program	3,908,614
R&R-Professional Services	49,453
Pump Replacement Program	840,404
MBA Rehab RO Permeate Od	1,176,817
RO Membrane Repl	1,200,579
Piping Upgr-Central Bd PS	2,311,422
Nitrogen Blanket in Sulf	99,357
RO and SA Well Replacements	5,779,493
WTP Control Syst Securty	179,988
WTP Hard Server Bldg	1,545,245
RO RW Degrad-Inter Boost	2,925,223
Floridan Aquif RO14/15/16	9,326,915
Pine Gardens N Infr Impr	1,455,415
Brentwood North Distr Impr	14,916
Fishermans Landing WM Repl	1,364,657
RO Permeate Degasifier	10,000
Dolphin Dr WM Repl	316,803
Pennock Ind Pk Valves/Hydr	312,848
NF Conc Blend w/RO RawWt	468,216
Deep Injection Well Syst	18,225,694
Toney Penna WM & Valves	204,981
Ammonia Inj Reloc/4-Log	787,800
ITR WM Fitting Repl	208,220
Emergency 24" FA RWM Repl	112,023
Total	65,058,192

Water Connection Fee Fund - Project Title	Carryforward Balance
Meters New	25,343
Total	25,343

Stormwater Fund - Project Title	Carryforward Balance
Cinquez Park Open Space	35,069
Private SW Improvement Grt	337,590
Total	372,659

Stormwater R&R Fund - Project Title	Carryforward Balance
N Pennock Ln Swale Impr	47,000
Stormwater System Rehab	839,131
Asset Maintenance R&R Program	1,009,184
Seminole Ave SW Basin Imp	1,128,556
Old Jupiter Bch Rd Drain	560,017
Pine Gardens N Infr Impr	601,106
Fishermans Landing Drain	639,597
Dolphin Dr Drainage Impr	345,571
N A1A Drainage Improves	8,120
Curb Replacements	224,135
Pennock Ind Pk Drain Impr	1,557,765
Bush Rd Drainage Impr	452,962
Dover Ditch Wtr Quality	165,040
Total	7,578,184

CIP Fund - Project Title	Carryforward Balance
Mast Arm Signal General	362,416
Collector Rdwy Lgt	294,787
Neighborhood Sidewalks	134,568
Street Resurfacing	1,648,510
S Extension of Island Way	7,429,407
Traffic Mgmt & Safety Impr	596,675
Jup Park Dr/Central	866,460
Community Center Reno	367,345
Arterial Rd Landscape II	631,674
WWII Barracks Relocation	87,464
Public Works Storage Bldg Ph II	364,122
N Pennock Ln SW CDBG	270,373
Sawfish Bay Pk Seawall	130,000
TPD & Bush Rd Intersection	60,950
ITR Western Corr Ph II	58,156
WWII Barracks	35,761
Piatt PI Fire Facility	2,834,403
Cinquez Pk Fire Facility	1,643,150
Police Vehicle Repl Prgm	46,785
Enhance Gateways	88,235
Aid to Gov Agen-PD Radio Sys Repl	1,562,738
Aid to Gov Agen-Beach Renoursh	617,977
Community Webcams	349,830
Aid-Roof Repl Program-CDBG	50,533
Police Memorial	191,500
TH Green Improves	2,747,572
Mary Hinton Memorial	42,500
Cinquez Park	563,148
Open Space Prgm	356,920
Park Restore Prgm	328,111
Rehab Beach Dune Crossover	52,894
Sawfish Bay Pk Train Depot	904,592
Sims Creek Preserve	319,353
Jup Comm Pk Reno	2,815,198
Indian Cr Pk Rstrm	434,503
Parks Playground R&R	1,704,464
Playground Equip CDBG-CV	24,771
Total	31,017,845

TOWN OF JUPITER
Approval of the Second Renewal of an Agreement for Printing, Binding, and/or Mailing Services with Southeastern Printing Co., Inc.



DATE	May 6, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Shawn Reed, Director of Community Relations
SUBJECT	Approval of the second renewal of Agreement CR 2023-001, Printing, Binding, and/or Mailing Services with Southeastern Printing Co., Inc. estimated to be in the amount of \$85,266.

EXECUTIVE SUMMARY

Town staff is requesting approval of Resolution 53-25 for the renewal of Contract CR 2023-001, Printing, Binding, and/or Mailing Services with Southeastern Printing Co., Inc. This unit price contract is estimated to be in the amount of \$85,266 annually. This contract covers the printing, binding and mailing for a number of Town print projects, including: the quarterly Town Times and Recreation Connection newsletters, the Passport to Jupiter booklet, the Hurricane and Flood Guide with the Mayor's letter, the Water Quality Report, the Jupiter Jubilee promotional mailer as well as miscellaneous promotional mailers and pamphlets.

This contract crosses over fiscal years, as it includes six months (April-September) of fiscal year 2025 and six months (October-March) of fiscal year 2026.

ANALYSIS

On March 9, 2023, Town Council authorized the award of Contract CR 2023-001, Printing, Binding, and/or Mailing Services, a unit price Agreement estimated to be in the amount of \$79,429. The Agreement terms allowed for five (5) additional one (1) year renewals, subject to satisfactory performance and mutual agreement. The Agreement stipulated that an adjustment to price based on changes to the Consumer Price Index for all Urban Consumers (CPI-U) was allowed for each of the individual year renewals.

On April 16, 2024, Town Council approved the first renewal of this agreement estimated to be in the amount of \$82,877.

Southeastern Print has indicated its desire to renew the contract based upon the 2024 annual CPI-U adjustment of 2.9%.

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

STRATEGIC PRIORITY

- Town Communication

ATTACHMENTS

1. Resolution 53-25 Second Renewal of CR 2023-001
2. 2025 Price Adjustments
3. Second Amendment Agreement CR 2023-001 Renewal Southeastern Printing

FUNDING SOURCE

Approved in Budget	\$42,633	Sources: CR Operating Budget 00120112-547000
Additional Funding Requested	\$37,485	Sources: Will be requested in the Community Relations FY26 Operating Budget
Additional Funding Requested	\$5,148	Sources: Will be requested in the Utilities FY26 Operating Budget*

*This contract includes the printing of the Annual Water Quality Report, which is paid for out of the Water Fund.

For more information or copies of the attachments, please contact Shawn Reed at ShawnR@jupiter.fl.us or 561-741-2347.

Attachment 1

RESOLUTION NO. 53-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING THE SECOND RENEWAL OF CONTRACT CR 2023-001, PRINTING, BINDING AND/OR MAILING SERVICES WITH SOUTHEASTERN PRINTING COMPANY, INC. IN THE ESTIMATED AMOUNT OF \$85,266.

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, Southeastern Printing Co., Inc. is the Town's existing/active contractor for CR 2023-001, Printing, Binding, and/or Mailing Services; and

WHEREAS, the scope of work for the Request for Proposal consists of providing printing, binding and/or mailing services for the Town's Town Times newsletter, Recreation Connection newsletter, Water Quality Report, Hurricane Guide, Passport to Jupiter and miscellaneous brochures and rack cards; and

WHEREAS, the existing Contract allows for five (5) one (1) year contract renewals with Southeastern Printing; and

WHEREAS, the Town Council has determined that Southeastern Printing 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 renew the unit price contract via Supplemental Agreement No. 2 in the estimated amount of \$85,266 with Southeastern Printing; and

WHEREAS, there are sufficient funds in the current fiscal year operating budget in order to fund a portion of the Contract through the end of fiscal year 2025, with the remaining portion of the Contract to be funded in fiscal year 2026.

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 unit price contract with Southeastern Printing Co., Inc.

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

05/6/2025



QUOTATION

Estimate: 44056 Effective Date: 3/12/2025

950 SE 8th Street Hialeah, FL 33010
Phone 305.885.8707
Fax 305.888.9903
seprint.com

Client ID: 1491

Town of Jupiter
210 Military Trail
Jupiter FL 33458
Phone: 561-746-5134
Rep: Eric Ellison 86b
erice@seprint.com

Town Quarterly Newsletter with Recreation Quarterly Newsletter insert

DP

Quantity: 7,944
Flat Size: 22 x 17 Finished Size: 3.6875 x 8.5

Mail Package

Quantity: 7,944
Flat Size: 22 x 17 Finished Size: 3.6875 x 8.5
Prepress: Epson Proof

Ink

Mail Package -
Outer Envelope #10 Regular - 1 / 0 (BLK) and Customization - 1 x 0
Town - 4 / 4 (CP/CP)
Recreation - 4 / 4 (CP/CP)

Stock

Outer Envelope #10 Regular - #10 Regular Envelope

Town - 50# White offset text

Recreation - 50# White offset text

Delivery Package

Quantity: 19,500

Flat Size: 22 x 17 Finished Size: 3.6875 x 8.5

Prepress: Epson Proof

Ink

Delivery Package -

Town - 4 / 4 (CP/CP)

Recreation - 4 / 4 (CP/CP)

Stock

Town - 50# White offset text

Recreation - 50# White offset text

Packaging

Deliver to Client

Carton Pack 1000 of each for Delivery

Quantity: 1,000

Flat Size: 22 x 17 Finished Size: 3.6875 x 8.5

Prepress: Epson Proof

Ink

Carton Pack 1000 of each for Delivery -

Town - 4 / 4 (CP/CP)

Recreation - 4 / 4 (CP/CP)

Stock

Town - 50# White offset text

Recreation - 50# White offset text

Packaging

Box and Deliver to Client

Approx. additional freight charge 19500 each of 2 bulk ship to 33913 = \$545.00

7944 of each direct mailed together in #10 regular env - additional charge to deliver mail to Miami Post Office = \$62.00

1000 each of 2 to 33458 (FOB Jupiter- freight included)

Quantity (circle one)	56,888
Price (Option 1)	\$13,841.84
	Unit Cost .243317

PRICES REMAIN IN EFFECT FOR 30 DAYS**Quotation is based on current market conditions. Pricing and delivery subject to change based on availability at time of order**

Variable data is quoted based on the information available at the time of quotation. In the event that the data received is more complex, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the complexity of the data received.

Digital Web quotes are prepared based on an estimated ink coverage. In the event, files provided differ from the quoted ink coverage, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the actual ink coverage

Thank you for the opportunity to provide you with this estimate. We look forward to exceeding your expectations.

Standard minimum turn time is 6 business days from proof approval. Additional charges may occur if an accelerated schedule is requested.

This quotation is subject to the terms and conditions in our terms of sale set forth here, and which are, by reference, made a part hereof.

Prices quoted are based on details furnished to our estimating department and are subject to revision if, upon receipt of copy it is determined that the material deviates from original specifications. Any such price revision will be confirmed before the order is processed. We reserve the right to reject any order upon receipt without liability on our part. **All orders are subject to underruns or overruns of up to 10 percent. The deficiency or excess will be credited or charged proportionally.**

Payment Terms: Net Due on Receipt

Please Initial: _____ The item(s) ordered are for resale and not subject to sales tax.

 _____ The item(s) ordered are for internal use. Please charge sales tax.

Please read, sign and return to place your order:

_____	_____	_____
Signature	Print Name	Title / Date

Client ID: 1491

Town of Jupiter
210 Military Trail
Jupiter FL 33458
Phone: 561-746-5134
Rep: Eric Ellison 86b
erice@seprint.com

2024 Annual Water Quality Report

DP

Quantity: 7,934
Flat Size: 17 x 11 Finished Size: 8.5 x 3.6875

Mail Package

Quantity: 7,934
Flat Size: 17 x 11 Finished Size: 8.5 x 3.6875
Prepress: Epson Proof

Ink

Mail Package -

Outer Envelope #10 Regular - 1 / 0 (BLK) and Customization - 1 x 0
Letter (Folded) (Mail) - 4 / 4 (CP/CP)

Stock

Outer Envelope #10 Regular - #10 Regular Envelope

Letter (Folded) (Mail) - 50# White offset text

Delivery Package

Quantity: 21,500
Flat Size: 17 x 11 Finished Size: 8.5 x 3.6875
Prepress: Epson Proof

Ink:

Ink: 4 / 4 (CP/CP)
Paper: Letter (Folded) (Mail) - 50# White offset text

Carton Pack 566 for Delivery

Quantity: 566

Flat Size: 17 x 11 Finished Size: 8.5 x 3.6875

Prepress: Epson Proof

Ink:

Ink: 4 / 4 (CP/CP)

Paper: Letter (Folded) (Mail) - 50# White offset text

Packaging: Box

Additional price to bulk ship 21500 to 33913 = \$377.00

Additional price for direct mail "shipping" (delivery to Miami post office) = \$62.00

Additional price to ship 566 to Town of Jupiter = \$34.00

Postage is additional

Quantity (circle one) **30,000**Price (Option 1) \$5,147.88
Unit cost .171596**PRICES REMAIN IN EFFECT FOR 30 DAYS****Quotation is based on current market conditions. Pricing and delivery subject to change based on availability at time of order**

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_____ The item(s) ordered are for internal use. Please charge sales tax.

Please read, sign and return to place your order:_____
Signature_____
Print Name_____
Title / Date

Client ID: 1491

Town of Jupiter
210 Military Trail
Jupiter FL 33458
Phone: 561-746-5134
Rep: Eric Ellison 86d
erice@seprint.com

Town of Jupiter Bid Item #4 - Hurricane Guide, Mayor's Letter and Mailing

DP

Quantity: 7,934
Flat Size: 11 x 8.5 Finished Size: 3.6875 x 8.5

Mail Package

Quantity: 7,934
Flat Size: 11 x 8.5 Finished Size: 3.6875 x 8.5
Prepress: Epson Proof

Ink

Mail Package -

Outer Envelope #10 Regular - 1 / 0 (BLK) and Customization - 1 x 0
Mayor's Letter 8.5x11 flat, 8.5x3.6875 folded - 4 / 0 (CP)
Hurricane Guide 11x17 flat, 8.5x3.6875 folded - 4 / 4 (CP/CP)

Stock

Outer Envelope #10 Regular - #10 Regular Envelope

Mayor's Letter 8.5x11 flat, 8.5x3.6875 folded - 60# Sunshine Opaque White offset text

Hurricane Guide 11x17 flat, 8.5x3.6875 folded - 50# Sunshine Opaque White offset text

Bulk Shipment

Quantity: 19,000
Flat Size: 11 x 8.5 Finished Size: 3.6875 x 8.5
Prepress: Epson Proof

Ink

Bulk Shipment -

Mayor's Letter 8.5x11 flat, 8.5x3.6875 folded - 4 / 0 (CP)
Hurricane Guide 11x17 flat, 8.5x3.6875 folded - 4 / 4 (CP/CP)

Stock

Mayor's Letter 8.5x11 flat, 8.5x3.6875 folded - 60# Sunshine Opaque White offset text

Hurricane Guide 11x17 flat, 8.5x3.6875 folded - 50# Sunshine Opaque White offset text

Carton Pack Letters for Delivery

Quantity: 66
Flat Size: 11 x 8.5 Finished Size: 3.6875 x 8.5
Prepress: Epson Proof
Ink:
Ink: 4 / 0 (CP)
Paper: Mayor's Letter 8.5x11 flat, 8.5x3.6875 folded - 60# Sunshine Opaque White offset text

Packaging: Box

Carton Pack Guides for Delivery

Quantity: 566
Flat Size: 11 x 8.5 Finished Size: 3.6875 x 8.5
Prepress: Epson Proof
Ink:
Ink: 4 / 4 (CP/CP)
Paper: Hurricane Guide 11x17 flat, 8.5x3.6875 folded - 50# Sunshine Opaque White offset text

Packaging: Box and Deliver to Client

Additional price to bulk ship 19000 Guides and Letters to 33913 = \$505.00
Additional price for direct mail "shipping" (delivery to post office) = \$62.00

Quantity (circle one)	27,500
Price (Option 1)	\$6,929.21
	Unit cost .251971

PRICES REMAIN IN EFFECT FOR 30 DAYS
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 _____ The item(s) ordered are for internal use. Please charge sales tax.

Please read, sign and return to place your order:

Signature

Print Name

Title / Date

Client ID: 1491

Town of Jupiter
210 Military Trail
Jupiter FL 33458
Phone: 561-746-5134
Rep: Eric Ellison 86b
erice@seprint.com

Jupiter Jubilee Rack Card

Mail Package

Quantity: 7,945
Flat Size: 3.75 x 8.5 Finished Size: 3.75 x 8.5
Prepress: Epson Proof

Ink

Mail Package -
#10 Envelope - 1 / 0 (BLK) and Customization - 1 x 0
Rack Card 3.75x8.5 - 4 / 4 (CP/CP)

Stock

#10 Envelope - #10/24# WW Regular Envelopes

Rack Card 3.75x8.5 - 80# White Matte Cover

19500 to Infosend

Quantity: 19,500
Flat Size: 3.75 x 8.5 Finished Size: 3.75 x 8.5
Prepress: Epson Proof

Ink:

Ink: 4 / 4 (CP/CP)

Paper: Rack Card 3.75x8.5 - 80# White Matte Cover

Finishing: 19500 to Infosend - Kit assembly

Packaging: Box

Balance to Client

Quantity: 55
Flat Size: 3.75 x 8.5 Finished Size: 3.75 x 8.5
Prepress: Epson Proof

Ink:

Ink: 4 / 4 (CP/CP)

Paper: Rack Card 3.75x8.5 - 80# White Matte Cover

Finishing: Balance to Client - Kit assembly

Packaging: Box and Deliver to Client

Data Processing

Quantity: 7,945

Flat Size: 3.75 x 8.5 Finished Size: 3.75 x 8.5

Additional price to bulk ship balance to 33913 = \$235.00

Additional price for direct mail "shipping" (delivery to Miami post office) = \$62.00

Quantity (circle one) **27,500**

Price (Option 1) \$3,254.50
Unit Cost .118345**PRICES REMAIN IN EFFECT FOR 30 DAYS****Quotation is based on current market conditions. Pricing and delivery subject to change based on availability at time of order**

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Payment Terms: Net Due on Receipt**Please Initial:** _____ The item(s) ordered are for resale and not subject to sales tax.

_____ The item(s) ordered are for internal use. Please charge sales tax.

Please read, sign and return to place your order:_____
Signature_____
Print Name_____
Title / Date

Estimate: 44067 Effective Date: 3/13/2025

Client ID: 1491

Town of Jupiter
210 Military Trail
Jupiter FL 33458
Phone: 561-746-5134
Rep: Eric Ellison 86c
erice@seprint.com

Town of Jupiter Bid Item #8 - Passport to Jupiter

Sticker sheets 4.4 x 7

Quantity: 10,000
5 versions of 2000each
Flat Size: 11 x 8.5 Finished Size: 5.5 x 8.5
Ink: 4 / 0 (CP)
Paper: 60# Matte litho label
Finishing: Kiss cut sticker sheets with 15 1" diameter circles

Cover

Quantity: 2,000
Flat Size: 11 x 8.5 Finished Size: 5.5 x 8.5
Prepress: Epson Proof
Ink: 4 / 4 (CP/CP)
Paper: 100# Gloss Cover

Finishing: Fold and Die cut, fold, glue

Saddle Stitch to 5.5 x 8.540 pages

Quantity: 2,000
Flat Size: 11 x 8.5 Finished Size: 5.5 x 8.5
Prepress: Epson Proof
Ink: 4 / 4 (CP/CP)

Paper: Text - 70# Gloss Text

Finishing: Saddle Stitch to 5.5 x 8.5 - Saddle Stitch Binding

Packaging: Box and Deliver to Client

Quantity (circle one)	2,000 passport and 10,000 stickers
Price (Option 1)	\$11,448

PRICES REMAIN IN EFFECT FOR 30 DAYS

Quotation is based on current market conditions. Pricing and delivery subject to change based on availability at time of order

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Standard minimum turn time is 6 business days from proof approval. Additional charges may occur if an accelerated schedule is requested. This quotation is subject to the terms and conditions in our terms of sale set forth here, and which are, by reference, made a part hereof. Prices quoted are based on details furnished to our estimating department and are subject to revision if, upon receipt of copy it is determined that the material deviates from original specifications. Any such price revision will be confirmed before the order is processed. We reserve the right to reject any order upon receipt without liability on our part. **All orders are subject to underruns or overruns of up to 10 percent. The deficiency or excess will be credited or charged proportionally.**

Payment Terms: Net Due on Receipt

Please Initial: _____ The item(s) ordered are for resale and not subject to sales tax.

 _____ The item(s) ordered are for internal use. Please charge sales tax.

Please read, sign and return to place your order:

_____	_____	_____
Signature	Print Name	Title / Date

Client ID: 1491

Town of Jupiter
 210 Military Trail
 Jupiter FL 33458
 Phone: 561-746-5134
 Rep: Eric Ellison 86c
 erice@seprint.com

Town of Jupiter Bid Item #6 - Miscellaneous Rack Card

Sheet 3.75 x 8.5-

Quantity: 27,500
 Flat Size: 3.75 x 8.5 Finished Size: 3.75 x 8.5
 Ink: 4 / 4 (CP/CP)
 Paper: 50# SUNSHINE OPAQUE WHITE OFFSET
 AVAILABLE

Packaging: Box and Deliver to Client

Mail Package (Mail)

Quantity: 7,500
 Flat Size: 4.125 X 9.5
 Ink:
 Ink: 1 / 0 (BLK) and Customization - 1 x 0
 Paper: Envelope (Mail) - 24# #10 Envelope

Data Processing (Mail)

Quantity: 7,500
 Flat Size: 4.125 X 9.5
 DP, NCOA, insert into envelope, sort, tray, delivery to post office
 Postage additional.

Additional price to bulk ship 19500 to 33913 = \$66.00
 Additional price for direct mail "shipping" (delivery to post office) = \$62.00

Quantity (circle one)	42,500
Price (Option 1)	\$2,701

PRICES REMAIN IN EFFECT FOR 30 DAYS

Quotation is based on current market conditions. Pricing and delivery subject to change based on availability at time of order

Variable data is quoted based on the information available at the time of quotation. In the event that the data received is more complex, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the complexity of the data received.

Digital Web quotes are prepared based on an estimated ink coverage. In the event, files provided differ from the quoted ink coverage, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the actual ink coverage

Thank you for the opportunity to provide you with this estimate. We look forward to exceeding your expectations.

Standard minimum turn time is 6 business days from proof approval. Additional charges may occur if an accelerated schedule is requested. This quotation is subject to the terms and conditions in our terms of sale set forth here, and which are, by reference, made a part hereof. Prices quoted are based on details furnished to our estimating department and are subject to revision if, upon receipt of copy it is determined that the material deviates from original specifications. Any such price revision will be confirmed before the order is processed. We reserve the right to reject any order upon receipt without liability on our part. **All orders are subject to underruns or overruns of up to 10 percent. The deficiency or excess will be credited or charged proportionally.**

Payment Terms: Net Due on Receipt

Please Initial: _____ The item(s) ordered are for resale and not subject to sales tax.

 _____ The item(s) ordered are for internal use. Please charge sales tax.

Please read, sign and return to place your order:

_____	_____	_____
Signature	Print Name	Title / Date

Estimate: 44072 Effective Date: 3/12/2025

Client ID: 1491

Town of Jupiter
210 Military Trail
Jupiter FL 33458
Phone: 561-746-5134
Rep: Eric Ellison 86f
erice@seprint.com

Town of Jupiter Bid Item #7 - Miscellaneous Tri-fold Brochure

Quantity: 500
Flat Size: 11 x 8.5 Finished Size: 3.75 x 8.5
Ink: 4 / 4 (CP/CP)
Paper: 80# White Matte Cover
available

Finishing: Fold
Packaging: Box and Deliver to Client

Quantity	500
Price	\$417.77
	Unit cost .835548

PRICES REMAIN IN EFFECT FOR 30 DAYS

Quotation is based on current market conditions. Pricing and delivery subject to change based on availability at time of order

Variable data is quoted based on the information available at the time of quotation. In the event that the data received is more complex, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the complexity of the data received.

Digital Web quotes are prepared based on an estimated ink coverage. In the event, files provided differ from the quoted ink coverage, Southeastern Printing reserves the right to provide the Client with a revised quote reflecting the actual ink coverage

Thank you for the opportunity to provide you with this estimate. We look forward to exceeding your expectations.

Standard minimum turn time is 6 business days from proof approval. Additional charges may occur if an accelerated schedule is requested.
This quotation is subject to the terms and conditions in our terms of sale set forth here, and which are, by reference, made a part hereof.
Prices quoted are based on details furnished to our estimating department and are subject to revision if, upon receipt of copy it is determined that the material deviates from original specifications. Any such price revision will be confirmed before the order is processed. We reserve the right to reject any order upon receipt without liability on our part. **All orders are subject to underruns or overruns of up to 10 percent. The deficiency or excess will be credited or charged proportionally.**

Payment Terms: Net Due on Receipt

Please Initial: _____ The item(s) ordered are for resale and not subject to sales tax.
 _____ The item(s) ordered are for internal use. Please charge sales tax.

Please read, sign and return to place your order:

_____ Signature	_____ Print Name	_____ Title / Date
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**2ND AMENDMENT TO THE AGREEMENT WITH
SOUTHEASTERN PRINTING COMPANY, INC.**

This 2nd Amendment to the Agreement by and between the Town of Jupiter, a municipal corporation of the State of Florida, (Town) and Southeastern Printing Company, Inc. (Southeastern Printing) is made on this 6th day of May, 2025.

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 and Southeastern Printing entered into a one year Agreement for Printing, Binding and/or Mail Services (assigned Contract No.: CR 2023-001), dated March 9, 2023; and

WHEREAS, the Agreement authorizes Town to enter into up to five additional one-year terms, beginning upon the expiration of the initial term; and

WHEREAS, the Town Council has elected to renew the Agreement for a period of one year, the term expiring on April 1, 2026.

NOW THEREFORE, the Town and Southeastern Printing in consideration of the benefits flowing from each to the other do hereby agree to this amendment to the Agreement:

Section 1. The recitals set forth hereinabove are incorporated herein.

Section 2. The Term of the agreement is hereby amended as follows:

1. The term of the Agreement shall be extended from May 6, 2025, terminating on May 5, 2026.
2. The quantities shall be paid at the unit prices stated on the sheets, which are attached hereto and incorporated herein.
3. This 2nd amendment shall not alter or change in any manner the force and effect of the original Contract No. CR 2023-001 Printing, Binding, and/or Mailing Services, except insofar as the same is altered and amended herein.
4. The Town and the Southeastern Printing agree that the Agreement time adjustment and the payment of unit prices constitute all direct and indirect costs

for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth herein.

Original Unit Price Agreement Estimated Amount

\$79,429.00

Renewal Adjustment No. 1 Estimated Amount

\$ 3,448.00

Renewal Adjustment No. 2 Estimated Amount

\$ 2,388.72

Revised Estimated Contract Amount

\$85,265.72

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement on this ____ day of _____, 2025.

ATTESTED BY:

TOWN OF JUPITER

Laura Cahill, Town Clerk

Jim Kuretski, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICENCY

By: _____
Thomas J. Baird, Town Attorney

SOUTHEASTERN PRINTING
COMPANY, INC.

By: _____

Print Name: _____

#6103646 v1 26503-00001

TOWN OF JUPITER
Approval of a Contract for the Barracks Building Foundation Repair



DATE	May 6, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Roger Held, Senior Director of Community Development
SUBJECT	Approval of Resolution 55-25 for the award of Contract EPW 2025-14, Barracks Building Foundation Repair

EXECUTIVE SUMMARY

Town staff is providing Resolution 55-25 for consideration by Town Council for approval of the award of Contract EPW 2025-14, Barracks Building Foundation Repair to A Thomas Const., Inc. in an amount not to exceed \$217,000.00.

The scope of work consists of temporary shoring of the structure, repairing cracked piers, spalled concrete repair, cleaning of the concrete prior to repair, replacing/doweling in rebar, sealing of cracking, and applying mortar. There will also be repairing/replacing wood cross bracing, joist hangers, replacing tie downs on the concrete pier and joists.

On April 8, 2028, four (4) bids were received and opened for the subject project (please see attached Bid Tabulation). Town staff reviewed all bids and determined that A Thomas Const., Inc is the lowest, most responsive, and responsible bidder with a total bid amount of \$217,000.00. Town staff contacted references provided by A Thomas Const., Inc. and received positive feedback on the quality of their work and the timely completion of their projects.

The contract proposed for this project is the Engineering Division's C1 Contract standard form. The Town Attorney has reviewed the attached contract and finds it to be in acceptable form.

ANALYSIS

Town staff has reviewed the bids and conducted the solicitation process in accordance with the Town's procurement policy.

Town staff is providing Resolution 55-25 for consideration by Town Council for approval of the award of Contract EPW 2025-14, Barracks Building Foundation Repair to A Thomas Const., Inc in an amount not to exceed \$217,000.00. In the event the Town Council approves Resolution 55-25, the Mayor will be authorized to execute the Contract on its behalf.

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. Res. 55-25
2. Bid Tabulation
3. Contract

FUNDING SOURCE

Approved in Budget	\$183,000	Sources: 31031041 - 531000 - E2401, WWII Foundation Assessment
Additional Funding Requested	\$34,000	Sources: GF Operating Reserves

For more information or to request attachments, please contact Heather Keys at heatherk@jupiter.fl.us and/or 561-741-2737.

RESOLUTION NO. 55-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA FOR THE AWARD OF CONTRACT EPW 2025-14, BARRACKS BUILDING FOUNDATION REPAIR TO A THOMAS CONST., INC. IN AN AMOUNT NOT TO EXCEED \$217,000.00 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 2025-14, Barracks Building Foundation Repair; and

WHEREAS, The scope of work consists of temporary shoring of the structure, repairing cracked piers, spalled concrete repair, cleaning of the concrete prior to repair, replacing/doweling in rebar, sealing of cracking, and applying mortar. There will also be repairing/replacing wood cross bracing, joist hangers, replacing tie downs on the concrete pier and joists.; and

WHEREAS, based on the review of statements of qualifications and bid packages by Town staff, Town Council has determined that A Thomas Const., Inc. is qualified to provide the services sought by the Town; and

WHEREAS, the Town Council has determined that it should award Contract EPW 2025-14 in an amount not to exceed \$217,000.00 to A Thomas Const., Inc.; and

WHEREAS, the Town has sufficient funds in its Community Investment Program budget which are 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 A Thomas Const., Inc. in an amount not to exceed \$217,000.00.

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

Bid Opening Date: April 8, 2025
Bid Opening Time: 2:00 PM

BID TABULATION

WW2 Barracks Bldg Foundation Repairs

Contract/Bid Number: EPW 2025-14

TOWN OF JUPITER

CONTRACTOR NAME	TOTAL BASE BID SUM	REVIEWED CALCULATED BID	BID BOND/SECURITY
A Thomas Const., Inc.	\$217,000.00	\$217,000.00	5% Great Midwest Insurance Company
Alen Construction Group, Inc.	\$533,100.00	\$533,100.00	5% FCCI Insurance Company
Gemstone Builders, LLC	\$436,600.00	\$436,700.00	5% Merchant National Bonding, Inc
Innovative Masonry Restoration, LLC	\$497,100.00	\$497,100.00	5% Granitere, Inc.

EPW 2025-14
CONTRACT
BETWEEN THE
TOWN OF JUPITER
AND
A THOMAS CONST., INC.

THIS CONTRACT, made this 6th day of May 2025, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and A Thomas Const., Inc., 1380 Bayshore Drive, Ft Pierce, FL 34949, a Florida Corporation, FEID Number 20-4787605 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 Proposals on April 8, 2025 for the Construction of the BARRACKS BUILDING FOUNDATION REPAIR, 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 2025-14 entitled BARRACKS BUILDING FOUNDATION REPAIR, Palm Beach County ("Project").

- 1.1. CONTRACTOR shall provide the TOWN with a copy of its license to do business as a General 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 **One Hundred Fifty (150)** calendar days. 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, **Three Hundred Seventy-Five Dollars and No Cents (\$375.00)**, 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 Two Hundred Seventeen Thousand Dollars and No Cents (\$217,00.00).

- 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 EPW 2025-14, BARRACKS BUILDING FOUNDATION REPAIR, consisting of plans prepared by Wantman Group, Inc. dated April 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 Proposal, Instructions to Proposers, Proposal 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 Roger Held Senior Director of Community Development 210 Military Trail Jupiter, FL 33458-5786
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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.

24. E-VERIFY, ENTITIES OF FORGEN COUNTRIES OF CONCERN, SCRUTINIZED COMPANIES LIST

24.1. EMPLOYMENT ELIGIBILITY REQUIREMENTS (E-VERIFY REGISTRATION AND USE)

24.1.1. Provisions for employment eligibility under Section 448.095 F.S. (Florida Statutes) shall apply to all contractors, and subcontractors performing Work, providing supplies, or providing services under this Contract.

24.1.2. Bidders are responsible to review Section 448.095 F.S. in its entirety and ensure that all obligations of the Statute are complied with.

24.1.3. Bidder shall register and use the E-Verify system as required by Section 448.095 F.S. and require their subcontractors and suppliers to do the same.

24.1.4. The Apparent Successful Bidder shall provide Owner with any information or documentation necessary for compliance with the E-Verify requirements of Section 448.095 F.S. as requested in writing by Owner.

24.1.5. Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

24.1.5.1. Contractor 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.

24.1.5.2. 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.

24.2. ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the TOWN from entering in to an Agreement which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless

the entity provides the TOWN with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury, compliance with section 287.138, Florida Statutes, that CONTRACTOR is not owned by the government of a Foreign Country of Concern, is not organized under the laws of, nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the Entity.

The TOWN reserves the right to terminate this CONTRACT if the CONTRACTOR is found to have provided a false certification or otherwise violates Section 287.138, Florida Statutes. The TOWN, in the event of such termination, shall not incur any liability to the CONTRACTOR for any work or materials furnished.

24.3. SCRUTINIZED COMPANIES LIST

Section 287.135(2), Florida Statutes, prohibits the TOWN from entering in to an Agreement with a CONTRACTOR that is on the Scrutinized Companies that Boycott Israel List (created pursuant to section 215.4725, Florida Statutes) or is engaged in a boycott of Israel, that is on the Scrutinized Companies with Activities in Sudan List (created pursuant to section 215.473, Florida Statutes), Scrutinized Companies with Activities in Iran Terrorism Sectors List (created pursuant to section 215.473, Florida Statutes) or that is engaged in business operations in Cuba or Syria.

The CONTRACTOR, by its execution of this CONTRACT, certifies, under penalty of perjury and pursuant to section 287.135(5), that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, that it does not have business operations in Cuba or Syria, and it is not participating in a boycott of Israel, for goods or services of any amount.

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

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

Printed Name

Title

Title

TOWN OF JUPITER

Authorizing a Piggyback Contract from the City of Fort Lauderdale with Tropic Fence for Replacement of Fencing at Abacoa Community Park



DATE	May 6, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Kristin George, Director of Parks and Recreation
SUBJECT	Authorizing a piggyback contract from the City of Fort Lauderdale with Tropic Fence, Inc. in the amount of \$205,953.25 for removal and installation of fencing at Abacoa Community Park.

EXECUTIVE SUMMARY

Town staff is requesting Town Council's authorization to piggyback on a City of Fort Lauderdale contract with Tropic Fence, Inc. (Contract #12690-022) for the removal and replacement of chain link fencing at Abacoa Community Park. This project encompasses improvements to the fencing for the skate park, roller hockey, and pickleball court areas. The total cost of the proposed request is \$205,953.25, funded by the Abacoa Community Park Community Investment Program (CIP). If approved, the Town staff will coordinate with Tropic Fence to complete the fencing replacement by the end of May 2025.

ANALYSIS

Should the Town Council approve the use of the piggyback contract with Tropic Fence, the Town will be able to expedite project completion, minimize closure time for the facilities, and ensure that high-quality products are utilized at cost-effective pricing. This project aligns with the scope of work established by Town staff and forms part of the Town's adopted 5-year CIP. The proposed piggyback contract adheres to the Town's Purchasing Policy, which was originally adopted by the City of Fort Lauderdale on September 6, 2022, and subsequently renewed annually in 2023 and 2024.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Green, Blue & Open Spaces

ATTACHMENTS

1. Tropic Fence Quote for ACP Fence Replacement
2. Fully Executed City of Ft Lauderdale Contract #12690-022 Tropic Fence Inc
3. City of Ft Lauderdale Contract #12690-022 Tropic Fence Inc - Renewal 2023
4. City of Ft Lauderdale Contract #12690-022 Tropic Fence Inc - Renewal 2024

FUNDING SOURCE

Approved in Budget \$205,953.25

Sources: Abacoa Community
Park Renovations CIP
(Acct. 31032572-546000
R2502)

Additional Funding Requested N/A

Sources: N/A

For more information or copies of the attachments, please contact Derek Harse, Recreation Supervisor, at derekh@jupiter.fl.us and/or 561-741-2433.



Tropic Fence, Inc.

"The only fence company you'll ever need"

1864 NW 21st Street, Pompano Beach, FL 33069

Phone 954-978-1250 Fax 954-960-1432

tropidfence@bellsouth.net

REVISED PROPOSAL

DATE:04/08/2025

PAGE: 1 OF 2

CITY OF JUPITER
DEREK
561-371-6084
DEREKH@JUPITER.FL.US

FOR: ABACOA COMMUNITY PARK
SKATE PARK FENCE REPLACEMENT
1501 Frederick Small Rd
Jupiter, FL 33458
CRAIG CRAIGW@JUPITER.FL.US

CHAIN LINK MATERIAL SPECIFICATIONS

STYLE	CLF		TOTAL HEIGHT	6' & 4'		FABRIC HEIGHT	6' & 4'	
FABRIC TYPE	BLACK		GAUGE	5		MESH	2"	
SELVAGE	KK		B/W TYPE			TOP RAIL	1 5/8"	
LINE POST	2 ½"	O.D.	SPACED	10'	O.C.	END POST	3"	O.D.
CORNER POST	3"	O.D.	WALK GATE POST	3"	O.D.	DRIVE GATE POST	3"	O.D.
GATE FRAMES: SGL	2"	O.D.	GATE FRAMES: DBL	2"	O.D.	FRAME COATING	BLACK	
CONCRETE FOOTINGS								
LINE POSTS	12" X 36"		TERMINAL POSTS	12" X 36"		GATE POSTS	18" X 42"	

MATERIAL LIST

FURNISH AND INSTALL THE FOLLOWING AS PER CONTRACT 12690-022:

TAKE DOWN 1,671 LINEAR FEET OF EXISTING CHAIN LINK FENCE
INSTALL 1,375 LINEAR FT OF 6' HIGH BLACK CHAIN LINK FENCE 5ga
W/ 2EA 12' WIDE, 3EA 10' WIDE, & 2EA 6' WIDE, DOUBLE SWING
GATES & BOTTOM RAIL
INSTALL 130' OF 4' HIGH BLACK CHAIN LINK FENCE 5ga
W/ 1EA 4' WIDE WALK GATE AND BOTTOM RAIL
INSTALL 166' OF 4' HIGH BLACK CHAIN LINK FENCE 5ga
W/ BOTTOM RAIL, KICK RAIL, AND 8" BOTTOM KICK PLATE

ITEM 1 - REMOVAL (1,671')
UNIT \$12.00 AMOUNT \$20,052.00

ITEM 9 - 4' HIGH BLACK PVC COATED CLF (296')
UNIT \$36.00 AMOUNT \$10,656.00

ITEM 10 - 6' HIGH BLACK PVC COATED CLF (1,375')
UNIT \$45.35 AMOUNT \$62,356.25

ITEM 28 - 4' HIGH <5' WIDE SINGLE GATE PVC COATED (1)
UNIT \$700.00 AMOUNT \$700.00
ITEM 42 - 6' HIGH ≤ 10' WIDE DOUBLE GATE PVC COATED (5)
UNIT \$2,200.00 AMOUNT \$11,000.00

ITEM 43 - 6' HIGH 11'-20' WIDE DOUBLE GATE PVC COATED (2)
UNIT \$3,200.00 AMOUNT \$6,400.00

ITEM 61 - BOTTOM (MID & KICK) RAIL (1,837')
UNIT \$9.00 AMOUNT \$16,533.00

ITEM 3.1.8 - BID ALLOWANCE FOR MATERIALS NOT LISTED
166 FT 8" BOTTOM PLATE BLK & 5ga UPGRADE
AMOUNT \$21,100.00

ITEM 69 - FOREMANS LALBOR (64HRS)
UNIT \$95.00 AMOUNT \$6,080.00

ITEM 70 - LABORER LABOR (64HRS)
UNIT \$65.00 AMOUNT \$4,160.00

ITEM 71 - FOREMANS HELPER LABOR (64HRS)
UNIT \$80.00 AMOUNT \$5,120.00

ITEM 3.1.8 BID ALLOWANCE (CONTINGENCY (20%))
AMOUNT \$32,832.00

ESTIMATED PERMIT FEE (EXCLUDING INSPECTIONS)
AMOUNT \$3,940.00

PERFORM AND PAYMENT BOND AMOUNT \$5,024.00

TOTAL AMOUNT \$205,953.25

Work to be done in two consecutive phases. Immediately following each other.

Tropic Fence, Inc. hereby proposes to furnish all labor, trucks, concrete, equipment and insurance necessary to install the above-described materials as per ground plan herewith. Quotation is subject to the attached applicable Terms & Conditions located on page 2. Title to the above property shall remain in the name of Tropic Fence, Inc. until payment in full is received. In the event the money due or any portion has to be collected on demand by an Attorney or by lawsuit, the purchaser agrees to pay all costs of collection including interest at the highest legal rate and a reasonable attorney's fee. This is a retain title contract.

QUOTATION PREPARED BY: LEN SIGAL
TROPIC FENCE, INC
(561) 862-9580 CELL
(954) 978-1250 OFFICE
tropiclcn@gmail.com

PROPOSAL AND TERMS ACCEPTED:

BY: _____
TITLE: _____
DATE: _____

THANK YOU FOR YOUR BUSINESS!

TROPIC FENCE IS A STATE CERTIFIED MINORITY & BROWARD COUNTY CERTIFIED CBE COMPANY

AGREEMENT FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF FENCE, CHAIN LINK AND PICKET

THIS AGREEMENT, made this 6th day of September, 2022, is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), with its address located at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **Tropic Fence, Inc., a Florida profit corporation**, (“Contractor” or “Company”), with its principal address located at **1864 NW 21st Street, Pompano Beach, Florida 33069, Email: tropicfence@bellsouth.net; Phone: 954-978-1250** (collectively “Parties”).

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) **Solicitation No. 12690-022 – Fence, Chain Link and Picket, Annual Contract**, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, (“ITB” or “Exhibit A”).
- (2) The Contractor’s response to the ITB, dated **June 13, 2022** (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated September 6, 2022 and any attachments.
- B. Second, Exhibit A
- C. Third, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City’s Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved

by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on September 6, 2022 and shall end on September 5, 2023. The City reserves the right to extend this Agreement for three (3) additional one (1) year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in **Exhibit B**. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in

the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal

or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance

conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records,

and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2021), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2021), as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in

the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims

arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties, or their respective designee, and approved by the City Commission whenever required in compliance with the City Charter and Code of Ordinances.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil

commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2021), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

BB. Public Records

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2021), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI.DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this Section VI.DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

EE. Notices

Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by

registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as each party may from time to time designate by notice as herein provided.

AS TO CITY: Greg Chavarria
City Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to: Alain E. Boileau
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

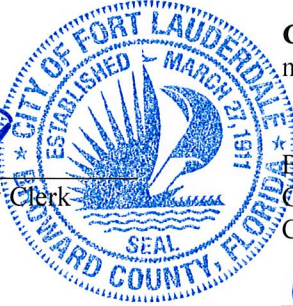
AS TO CONTRACTOR: Tropic Fence, Inc.
ATTN: Steve Nespoli
1864 NW 21st
Pompano Beach, Florida 33069

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

David R. Soloman
David R. Soloman, City Clerk



CITY OF FORT LAUDERDALE, a Florida municipality

By: Greg Chavarria
Greg Chavarria,
City Manager

16 day of September, 2022

Approved as to form:
ALAIN E. BOILEAU, City Attorney

By: Patricia Saint-Vil-Joseph
Patricia Saint-Vil-Joseph
Assistant City Attorney

WITNESSES:

Jim Allgire
Signature
Jim Allgire

Rey Ramos
Print Name
Signature
Rey Ramos
Print Name

STATE OF Florida :
COUNTY OF Broward :

TROPIC FENCE, INC., a Florida profit corporation

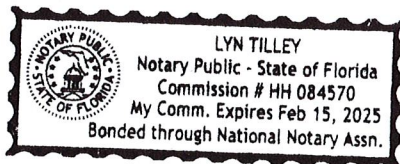
By: Gina Nespoli
Gina Nespoli, President

(CORPORATE SEAL)



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of August, 2022, by **Gina Nespoli, as President for Tropic Fence, Inc., a Florida profit corporation.**

(SEAL)



Lyn Tilley
Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

Solicitation 12690-022

Fence, Chain Link and Picket, Annual Contract

Bid Designation: Public



City of Fort Lauderdale

Bid 12690-022

Fence, Chain Link and Picket, Annual Contract

Bid Number **12690-022**
Bid Title **Fence, Chain Link and Picket, Annual Contract**

Bid Start Date **Jun 3, 2022 2:33:33 PM EDT**
Bid End Date **Jun 21, 2022 2:00:00 PM EDT**
Question & Answer End Date **Jun 14, 2022 5:00:00 PM EDT**

Bid Contact **Heather S Rose**
Sr. Procurement Specialist
Finance
954-828-5142
hrose@fortlauderdale.gov

Contract Duration **1 year**
Contract Renewal **3 annual renewals**
Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide fence installation and repair for the City, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).**

For further information, go to www.bidsync.com

Added on Jun 17, 2022:
This addendum extended the bid end date from June 20, 2022 to June 21, 2022. All other terms and conditions remain the same.

Addendum # 1

Previous End Date Jun 20, 2022 2:00:00 PM EDT	New End Date Jun 21, 2022 2:00:00 PM EDT
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Item Response Form

Item **12690-022--01-01 - Removal / Disposal of Fence**
Quantity **1650 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 1650

Description

Provide price per linear foot to furnish all materials, labor, and equipment to remove (off of project site) and properly dispose of all types and heights of chain link or picket fence, posts, gates, and associated hardware.

Prior annual quantities estimated at 1,650 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-02 - Installation of 6' High Temporary Construction Fence
Quantity	400 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 400

Description

Provide price per linear foot to furnish all materials, labor, and equipment to install 6' temporary construction fence.

Prior annual quantities estimated at 400 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-03 - 4' High Chain Link Fence, Galvanized
Quantity	200 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 200

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 4' high Galvanized (g) chain link fence. This includes all associated Galvanized posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware.

Prior annual quantities estimated at 200 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-04 - 6' High Chain Link Fence, Galvanized
Quantity	1600 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1600

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 6' high Galvanized (g) chain link fence. This includes all associated Galvanized posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware.

Prior annual quantities estimated at 1,600 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-05 - 8' High Chain Link Fence, Galvanized
Quantity	300 linear foot
Unit Price	

Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 300**Description**

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 8' high Galvanized (g)chain link fence. This includes all associated Galvanized post (end, tension, or terminal), fence fabric (9-gauge steel), and hardware.

Prior annual quantities estimated at 300 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-06 - 10' High Chain Link Fence, Galvanized**Quantity **350 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 350**Description**

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 10' high Galvanized (g)chain link fence. This includes all associated Galvanized posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware.

Prior annual quantities estimated at 350 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-07 - 12' High Chain Link Fence, Galvanized**Quantity **100 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 100**Description**

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 12' high Galvanized (g) chain link fence. This includes all associated Galvanized posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware.

Prior annual quantities estimated at 100 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-08 - 20' High Chain Link Fence, Galvanized**Quantity **100 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 100**Description**

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 20' high Galvanized (g) chain link fence. This includes all associated Galvanized posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware.

Prior annual quantities estimated at 100 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-09 - 4' High Chain Link Fence, PVC Coated**

Quantity **400 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 400

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 4'high of PVC Coated chain link fence. This includes all associated PVC Coated posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware.

Prior annual quantities estimated at 400 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-10 - 6' High Chain Link Fence, PVC Coated**

Quantity **1200 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1200

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 6' high PVC coated (c) chain link fence. This includes all associated PVC coated posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware.

Prior annual quantities estimated at 1200 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-11 - 8' High Chain Link Fence, PVC Coated**

Quantity **300 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 300

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 8' high PVC coated (c) chain link fence. This includes all associated PVC coated posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware.

Prior annual quantities estimated at 300 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-12 - 10' High Chain Link Fence, PVC Coated**

Quantity **300 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 300**Description**

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install the following heights 10' high PVC coated (c) chain link fence. This includes all associated PVC coated posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware.

Prior annual quantities estimated at 300 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-13 - 20' High Chain Link Fence, PVC Coated**Quantity **200 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 200**Description**

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 20' high PVC coated (c) chain link fence. This includes all associated PVC coated posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware.

Prior annual quantities estimated at 200 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-14 - 30' High Chain Link Fence, PVC Coated**Quantity **300 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 300**Description**

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 30' high PVC coated (c) chain link fence. This includes all associated PVC coated posts (end, tension, or terminal), fence fabric (9-gauge steel), and hardware.

Prior annual quantities estimated at 300 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-15 - 6'H x (6' to 10') Wide Gate, Galvanized, Single Rolling**Quantity **50 each**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50**Description**

Single rolling gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single side rolling gates to Galvanized

chain link fence. This includes all associated gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: Prior annual quantities estimated at 50. Prior quantities are not indicative of future use.

Item	12690-022--01-16 - 6'H x (11' to 20')Wide Gate, Galvanized, Single Rolling
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Single rolling gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single side rolling gates to Galvanized chain link fence. This includes all associated Galvanized and PVC coated gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-17 - 8'H x (6' to 10')Wide Gate, Galvanized, Single Rolling
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Single rolling gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single side rolling gates to Galvanized chain link fence. This includes all associated Galvanized and PVC coated gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-18 - 8'H x (11' to 20')Wide Gate, Galvanized, Single Rolling
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Single rolling gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single side rolling gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-19 - 6'H x (11' to 20')Wide Gate, PVC Coated, Single Rolling
Quantity	50 each

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

Single rolling gate w/ 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single side rolling gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **12690-022--01-20 - 8'H x (11' to 20')Wide Gate, PVC Coated, Single Rolling**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

Single rolling gate w/ 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single side rolling gates to PVC coated (c) chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **12690-022--01-21 - 4'H x 5'W Gate, Galvanized, Single Swing**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

Single swing gate w/ 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **12690-022--01-22 - 6'H x 5'W Gate, Galvanized, Single Swing**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

Single swing gate w/ 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain

link fence. This includes all associated Galvanized gate post, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-23 - 6'H x (6' to 10')Wide Gate, Galvanized, Single Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Single swing gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-24 - 8'H x 5'W Gate, Galvanized, Single Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Single swing gate w/ 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-25 - 8'H x (6' to 10')Wide Gate, Galvanized, Single Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Single swing gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-26 - 10'H x 5'W Gate, Galvanized, Single Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications

See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

Single swing gate w/ 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-27 - 10'H x (6' to 10')Wide Gate, Galvanized, Single Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Single swing gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-28 - 4'H x 5'W Gate, PVC Coated, Single Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Single swing gate w/ 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-29 - 6'H x 5'W Gate, PVC Coated, Single Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Single swing gate w/ 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-30 - 6'H x (6' to 10')Wide Gate, PVC Coated, Single Swing
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Quantity **50 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

Single swing gate w/ 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **12690-022--01-31 - 8'H x 5'W Gate, PVC Coated, Single Swing**
Quantity **50 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

Single swing gate w/ 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **12690-022--01-32 - 8'H x (6' to 10')Wide Gate, PVC Coated, Single Swing**
Quantity **50 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

Single swing gate w/ 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item **12690-022--01-33 - 10'H x 5'W Gate, PVC Coated, Single Swing**
Quantity **50 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

Single swing gate w/ 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated

chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-34 - 10'H x (6' to 10')Wide Gate, PVC Coated, Single Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Single swing gate w/ 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install single swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-35 - 6'H x (6' to 10')W Gate, Galvanized, Double Leaf Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Double leaf swing gate (per swing segment) with 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-36 - 6'H x (11' to 20')Wide Gate, Galvanized, Double Leaf Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Double leaf swing gate (per swing segment) with 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware. NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-37 - 8'H x (6' to 10')Wide Gate, Galvanized, Double Leaf Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50**Description**

Double leaf swing gate (per swing segment) with 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-38 - 8'H x (11' to 20')Wide Gate, Galvanized, Double Leaf Swing
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Quantity	50 each
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Unit Price	
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Delivery Location	City of Fort Lauderdale
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[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50**Description**

Double leaf swing gate (per swing segment) with 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-39 - 10'H x 5'W Gate, Galvanized, Double Leaf Swing
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Quantity	50 each
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Unit Price	
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Delivery Location	City of Fort Lauderdale
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[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50**Description**

Double leaf swing gate (per swing segment) with 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-40 - 10'H x (6' to 10')Wide Gate, Galvanized, Double Leaf Swing
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Quantity	50 each
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Unit Price	
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Delivery Location	City of Fort Lauderdale
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[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 50**Description**

Double leaf swing gate (per swing segment) with 3" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-41 - 10'H x (11' to 20')Wide Gate, Galvanized, Double Leaf Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Double leaf swing gate (per swing segment) with 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to Galvanized chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-42 - 6'H x (6' to 10')Wide Gate, PVC Coated, Double Leaf Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Double leaf swing gate (per swing segment) with 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-43 - 6'H x (11' to 20')Wide Gate, PVC Coated, Double Leaf Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 50

Description

Double leaf swing gate (per swing segment) with 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-44 - 8'H x (6' to 10')Wide Gate, PVC Coated, Double Leaf Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications

See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

Double leaf swing gate (per swing segment) with 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware.
NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-45 - 8'H x (11' to 20')Wide Gate, PVC Coated, Double Leaf Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 50

Description

Double leaf swing gate (per swing segment) with 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware.
NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-46 - 10'H x (6' to 10')Wide Gate, PVC Coated, Double Leaf Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 50

Description

Double leaf swing gate (per swing segment) with 3" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware.
NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-47 - 10'H x (11' to 20')Wide Gate, PVC Coated, Double Leaf Swing
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 50

Description

Double leaf swing gate (per swing segment) with 4" gate posts (PVC coated) Furnish all materials, labor, and/or equipment, to install double leaf swing gates to PVC coated chain link fence. This includes all associated PVC coated gate posts, fence fabric (9-gauge steel), and hardware.
NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-48 - 6' high x 16' wide cantilevered slide gate
Quantity	50 each
Unit Price	
Delivery Location	City of Fort Lauderdale <u>Fort Lauderdale Executive Airport</u> 6000 NW 21 Avenue, #200 Fort Lauderdale FL 33309 Qty 50

Description

Single rolling gate w/ 4" gate posts (Galvanized) Furnish all materials, labor, and/or equipment, to install single side rolling gate to Galvanized (g) chain link fence. This includes all associated Galvanized gate posts, fence fabric (9-gauge steel), and hardware.

NOTE: The quantity as indicated is for City calculation purposes. The City shall purchase as many of these as required throughout the contract term.

Item	12690-022--01-49 - 3' High Steel Picket Fence
Quantity	500 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 500

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment to install 3' high black (or other color) decorative picket fencing or associated single side rolling gates, as seen in the accompanying details drawing sheet No. 2. This includes all the associated hardware to interface and/or connect to new or existing sections or columns, as well as all line posts, corner posts, and/or gate posts.

Prior annual quantities estimated at 500 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-50 - 6' High Steel Picket Fence
Quantity	2000 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale <u>See ITB Specifications</u> See ITB Specifications Fort Lauderdale FL 33301 Qty 2000

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment to install 6' high black (or other color) decorative picket fencing or associated single side rolling gates, as seen in the accompanying details drawing sheet No. 2. This includes all the associated hardware to interface and/or connect to new or existing sections or columns, as well as all line posts, corner posts, and/or gate posts.

Prior annual quantities estimated at 2000 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-51 - 8' High Steel Picket Fence
Quantity	2000 linear foot
Unit Price	

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2000

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment to install 8' high black (or other color) decorative picket fencing or associated single side rolling gates, as seen in the accompanying details drawing sheet No. 2. This includes all the associated hardware to interface and/or connect to new or existing sections or columns, as well as all line posts, and/or gate posts.

Prior annual quantities estimated at 2000 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-52 - 10' High Steel Picket Fence**
Quantity **2000 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 2000

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment to install 10' high black (or other color) decorative picket fencing or associated single side rolling gates, as seen in the accompanying details drawing sheet No. 2. This includes all the associated hardware to interface and/or connect to new or existing sections or columns, as well as all line posts, corner posts, and/or gate posts.

Prior annual quantities estimated at 2000 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-53 - 6' High PVC Fence**
Quantity **500 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 500

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 6' high PVC privacy fence. This includes all associated PVC posts, boards, and hardware.

Prior annual quantities estimated at 500 linear feet. Prior quantities are not indicative of future use.

Item **12690-022--01-54 - 8' High PVC Privacy Fence**
Quantity **300 linear foot**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 300

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment, including clear and grubbing, to install 8' high PVC privacy fence. This includes all associated PVC posts, boards, and hardware.

Prior annual quantities estimated at 300 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-55 - 6' High Single side Rolling Picket Gate
Quantity	240 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 240

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment to install 6' high black (or other color) decorative picket fencing or associated single side rolling gates, as seen in the accompanying details drawing sheet No. 2. This includes all the associated hardware to interface and/or connect to new or existing sections or columns, as well as all line posts, corner posts, and/or gate posts.

Prior annual quantities estimated at 240 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-56 - 8' High Single side Rolling Picket Gate
Quantity	240 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 240

Description

Price per linear foot to furnish all materials, labor, and/or equipment to install 8' high black (or other color) decorative picket fencing or associated single side rolling gates. This includes all the associated hardware to interface and/or connect to new or existing sections or columns, as well as all line posts, corner posts, and/or gate posts.

Prior annual quantities estimated at 240 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-57 - 10' High Single side Rolling Picket Gate
Quantity	240 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 240

Description

Price per linear foot to furnish all materials, labor, and/or equipment to install 10' high black (or other color) decorative picket fencing or associated single side rolling gates. This includes all the associated hardware to interface and/or connect to new or existing sections or columns, as well as all line posts.

Prior annual quantities estimated at 240 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-58 - 62' long x 15.5' wide x 12' high Batting Cages
Quantity	10 each

Unit Price

Delivery Location

City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 10**Description**

Price to furnish all materials, labor, and/or equipment, including any clear and grubbing, to install and/or repair (as needed) PVC coated galvanized chain link fence to the ball field's batting cage. This includes all associated PVC coated galvanized posts (end/corner, tension, or terminal), fence fabric (9-gauge steel), support braces, and hardware.

Prior annual quantities estimated at 10 each. Prior quantities are not indicative of future use.

Item 12690-022--01-59 - 75' long x 15.5' wide x 12' high Batting Cages**Quantity** 10 each

Unit Price

Delivery Location

City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 10**Description**

Provide price to furnish all materials, labor, and/or equipment, including any clear and grubbing, to install and/or repair (as needed) PVC coated galvanized chain link fence to the ball field's batting cage. This includes all associated PVC coated galvanized posts (end/corner, tension, or terminal), fence fabric (9-gauge steel), support braces, and hardware.

Prior annual quantities estimated at 10 each. Prior quantities are not indicative of future use.

Item 12690-022--01-60 - Barbwire**Quantity** 1550 linear foot

Unit Price

Delivery Location

City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1550**Description**

Provide price per linear foot to furnish all materials, labor, and/or equipment, to install barbwire to all heights (from 4' to 10') of Galvanized (g) chain link fence, and any accompanying single side rolling, single swing, or double leaf swing gates. This includes all associated hardware.

Prior annual quantities estimated at 1550 linear feet. Prior quantities are not indicative of future use.

Item 12690-022--01-61 - Bottom fence rail**Quantity** 1200 linear foot

Unit Price

Delivery Location

City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1200**Description**

Provide price per linear foot to furnish all materials, labor, and/or equipment, to install flat galvanized bottom fence rail to all heights (from 4' to

30") of Galvanized (g) or PVC coated (c) chain link fence. This includes all associated hardware.
Prior annual quantities estimated at 1200 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-62 - Bottom Tension Wire, Galvanized, 7 gauge
Quantity	750 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 750

Description

Provide price per linear foot to furnish all materials, labor, and/or equipment, to install galvanized bottom tension wire to all heights (from 4' to 30") of Galvanized (g) chain link fence. This includes all associated hardware.
Prior annual quantities estimated at 750 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-63 - Bottom Tension Wire, PVC Coated, 7 gauge
Quantity	750 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 750

Description

Price per linear foot to furnish all materials, labor, and/or equipment, to install PVC coated bottom tension wire to all heights (from 4' to 30") of PVC coated (c) chain link fence. This includes all associated hardware.
Prior annual quantities estimated at 750 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-64 - Substitute Bottom Tension Wire with Flat Galvanized Bottom Rail
Quantity	500 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 500

Description

Provide price per linear foot to furnish all materials, labor, and equipment to substitute bottom tension wire with flat galvanized bottom rail.
Prior annual quantities estimated at 500 linear feet. Prior quantities are not indicative of future use.

Item	12690-022--01-65 - Adjust, straighten, tighten, and/or repair existing rail...
Quantity	700 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications

Fort Lauderdale FL 33301

Qty 700**Description**

Provide price per linear foot to furnish all materials, labor, and/or equipment, to adjust, straighten, tighten, and/or repair existing rail (top, middle, or bottom), line post, corner post, gate post, barbwire, or fence fabric of all heights (from 4' to 10') of Galvanized (g) or PVC coated (c) chain link fence. This includes all associated hardware, and with all applicable posts being secured with 3000 PSI concrete.
Prior annual quantities estimated at 700 linear feet. Prior quantities are not indicative of future use.

Item 12690-022--01-66 - Install and substitute 4" posts**Quantity 500 each**Unit Price **Delivery Location City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 500**Description**

Provide price to furnish all materials, labor, and/or equipment, to install and substitute 4" posts as requested by City staff.
Prior annual quantities estimated at 500. Prior quantities are not indicative of future use.

Item 12690-022--01-67 - Repair Electronic Gate Closure Motors**Quantity 300 hour**Unit Price **Delivery Location City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 300**Description**

Provide price to furnish all materials, labor, and/or equipment to repair electronic gate closure motors. This includes all the associated hardware and electrical components.
Prior annual quantities estimated at 300 hours. Prior quantities are not indicative of future use.

Item 12690-022--01-68 - Install New Electronic Gate Closure Motors**Quantity 300 hour**Unit Price **Delivery Location City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 300**Description**

Provide price to furnish all materials, labor, and/or equipment to install electronic gate closure motors. This includes all the associated hardware and electrical components.
Prior annual quantities estimated at 300 hours. Prior quantities are not indicative of future use.

Item 12690-022--01-69 - Forman for fence construction /repair - For additional jobs not indicated

Quantity **300 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 300

Description

Provide price for Forman for fence constructions/repair - for any additional jobs/requests not specifically indicated in this bid. (Labor prices shall be included in your unit price for items indicated)

Prior annual quantities estimated at 300 hours. Prior quantities are not indicative of future use.

Item **12690-022-01-70 - Laborer for fence construction / repairs - For additional jobs not indicated**
Quantity **300 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 300

Description

Provide price for Laborer for fence construction/repair for additional jobs/requests not specifically indicated in this bid (Labor prices shall be included in your unit price for items indicated).

Prior annual quantities estimated at 300 hours. Prior quantities are not indicative of future use.

Item **12690-022-01-71 - Formans helper**
Quantity **200 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 200

Description

Provide price for Forman Helper for fence construction/repair for additional jobs/requests not specifically indicated in this bid (Labor prices shall be included in your unit price for items indicated).

Prior annual quantities estimated at 200 hours. Prior quantities are not indicative of future use.

City of Fort Lauderdale
Fence, Chain Link and Picket
ITB # 12690-022

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide fence installation and repair for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Sr. Procurement Specialist, Heather Rose, at (954) 828-5142 or email hrose@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Bidders are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Bidder's inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via [BIDSYNC.COM](https://bidsync.com) at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Cost page. Failure to use the City's Cost page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from

other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212> .

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

To be eligible for award of a contract in response to this solicitation, the Bidder must possess at time of bid submittal a State of Florida Certified General Contractor license or equivalent Broward County Contractor license, certificate of competency, or other license that meets or exceeds those specified herein.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Bidder being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services>.

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services>.

2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>.

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182.1PRSO.

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Sub-Contractors

2.23.1 If the Contractor proposes to use sub-contractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the City.

2.23.3 Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any

deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

2.24 Bid Security – N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

2.27 Insurance – Sub-Contractors

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.28 Insurance for Collection of Credit Card Payments – N/A

2.29 Award of Contract

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best

interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

2.30 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.31 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.32 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.32.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.32.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.32.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.32.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.33 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives

any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.34 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.35 Approved Equal or Alternative Product Bids

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

2.36 Contract Period

The initial contract term shall commence upon date of award by the City or October 5, 2022, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three, additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.37 Cost Adjustments – N/A

2.38 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.39 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor.
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Contractor's performance.
Schedule and conduct Contractor performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

2.40 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.41 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.42 Ownership of Work- N/A

2.43 Condition of Trade-In Equipment – N/A

2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.45 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

2.46 Service Organization Controls – N/A

2.47 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.48 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.49 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.50 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.51 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 GENERAL INFORMATION

To furnish all labor, equipment and tools required for the installation and repair of chain link and picket fencing, including required pickup and transport, in accordance with the specifications of this bid. To supply required equipment and labor to remove, haul and properly dispose of any debris or excess fill material as developed during the fulfillment of this contract.

3.1.1 Working Hours

The standard work week shall be considered as Monday through Friday, from 7:30 AM through 4:30 PM; excluding normal holidays granted to City employees. Workdays are exclusive of Saturday and Sunday.

Work shall normally be scheduled to commence during the standard workweek hours, however, if both the Contractor and City personnel agree, work can be accomplished during hours other than those detailed as standard workweek hours.

3.1.2. Standard Service Requirements

The work consists of furnishing all labor, material, equipment and incidentals necessary for the construction of the contract items indicated, within City streets, rights-of-way and other City-owned property. All work shall be in accordance with the City's CONSTRUCTION STANDARDS AND SPECIFICATIONS, and FLORIDA BUILDING CODE except where stated otherwise herein.

CONTRACTOR IS REQUIRED TO HAVE ONE OF THE FOLLOWING LICENSES:

1. A General Contractors License Approved by The State of Florida
2. A Building Contractors License
3. A Certificate of Competency

Work may be authorized by written work/purchase order. A list of employees authorized to direct work, will be provided to the successful bidder upon award.

Suitable barricades and lights shall be placed by the Contractor to protect the public prior to the installation and/or removal of assigned fencing projects and shall remain until the work is completed. Barricades and lights shall be removed as soon as possible thereafter.

Contractor shall be held responsible for any damage, done by him or his subcontractors, agents, etc, to work performed by another Contractor in the assigned work area.

The quantities of work estimated herein are approximations only. The total quantities of work to be included in this contract and actually performed may vary widely and some items may be completely eliminated depending upon the work that will be authorized by the City during the period of this contract, by field conditions or availability of funds.

The Contractor shall provide the City typed (Excel, Word, or similar) and signed off (by the contractor's project manager/s) as-built field quantities and/or measurements specific to each job, within a maximum period of ten (10) working days after the work is completed. Any pay request submitted to the City by the Contractor shall include this as-built data. Pay requests

shall also not exceed a period of (30) working days following each work request completion, as verified by the City.

3.1.3 Maintenance of Traffic

Contractor shall be responsible for maintaining traffic in accordance with the Florida Department of Transportation standards and all applicable local requirements. Contractor shall be responsible for obtaining all applicable permits for maintenance of traffic.

3.1.4 Protection and Restoration of Survey Monuments

The Contractor shall carefully protect from disturbances all survey monuments, stakes and bench marks, whether or not established by him, or he shall not remove nor destroy any surveying point until it has been properly witnessed or otherwise disposed of by the Engineer. All major survey monuments such as section corners, property corners, or block control points shall be replaced at the Contractor's expense with markers of a size and type approved by the Engineer. The replacement shall be under the supervision of a Florida Registered Land Surveyor.

3.1.5 Surveying Benchmarks and Control Points (when and where required)

The City Surveyor will establish the initial benchmarks, control points, and one set of construction stakes for the median curb, at no charge to the Contractor. The Contractor shall be responsible for requesting the construction stakes at least five working days in advance of when stakes will be needed. The Contractor is responsible to protect and preserve all reference points and stakes established by the City Surveyor. In the event the stakes are damaged or moved, the Contractor shall be responsible for re-establishing the field reference points and stakes at his own expense. The City Surveyor will obtain all as-builts. All requests for survey work shall be directed through the City Engineering Inspector.

3.1.6 Emergency Service Requirements

The Contractor shall provide, if requested, temporary fencing within twenty-four (24) hours from initial contact by the City.

3.1.7. Contractor's Responsibilities

- A. Contractor shall repair or correct any damage caused to underground and/or overhead utilities in the installation and/or repair of fencing, at no additional cost to the City.
- B. Contractor shall repair or correct to the satisfaction of the City, any damage to City and/or private property as a result of fence installation and/or repairs, at no additional cost to the City. This includes, but is not limited to, repair to concrete sidewalks or medians.
- C. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in a timely fashion at no additional cost to the City.
- D. When removing fencing and not installing replacement fencing, the Contractor shall provide material and labor to backfill the excavation hole to a level even with surrounding grade lines. The Contractor shall be responsible to furnish additional fill if required.
- E. Any fencing material either purchased damaged, or damaged during handling, transporting or installation by the Contractor, shall be replaced at the expense of the Contractor.
- F. Contractor shall haul and dispose of any and all debris or fill developed as a result of removal, installation or repair under this contract, at no additional cost to the City.

3.1.8. BID ALLOWANCE of \$75,000

Allowance for Materials: Contractor must include the price of supplies and materials in all required bid line items. Supplies and materials for additional jobs / requests not specifically indicated in the bid line items may be purchased under this contract on a strictly COST-PLUS 5% arrangement, upon written approval by City Staff. Payments will be made to the contractor based on the actual cost of material invoiced plus an additional 5% mark-up, upon submission of paid receipts.

The amount indicated is intended to be sufficient to cover the entire contract term.

Allowance	\$
Additional material allowance	\$75,000

Note: The City will add this allowance to your bid. – (for bid tabulation calculation purposes)

3.1.9 LIQUIDATED DAMAGES PROVISION TIME

Upon failure of CONTRACTOR to substantially complete work orders within the specified period of time, plus approved time extensions, The City reserves the right to impose liquidated damages on the Contractor. Failure to complete the project(s) of any Work Order within the reasonable agreed number of working days, shall subject the Contractor to pay Fifty dollars (\$50.00) for each calendar day of the first 30-day period and One hundred (\$100.00) for each calendar day thereafter. These amounts will be applied (subtracted) to the Contractor's pay request for the particular work order. The above-stated liquidated damages shall apply separately to each portion of the project for which a time for completion is given. It is agreed upon and determined by both parties that the liquidated damages assessed are amounts that the City may reasonably suffer by reason of such default and are not an enforcement of penalty.

3.1.10 PERMITTING

When required, the Contractor must apply for and obtain a building permit. The Contractor will be responsible for all design and drawings as well as permit applications. Contractor will be reimbursed for permit cost. Payments will be made to the Contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

3.2 CHAIN LINK FENCE

SECTION A - GENERAL

01. DESCRIPTION

This item shall consist of furnishing and erecting chain-link fencing in accordance with these specifications and the details shown on the plans and in conformity with the lines and grades shown on the plans or established by the Engineer.

02. MATERIALS

- FABRIC

The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch mesh and shall meet the requirements of ASTM A-392, Class 2.

- BARBED WIRE

Barbed wire shall be 2-strand 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A-121, Class 3, chain link fence grade.

- POSTS, RAILS AND BRACES

Posts, rails, and braces furnished for use in conjunction with zinc-coated, zinc-5%aluminum mischmetal alloy coated, or aluminum-coated steel fabric shall be of zinc-coated steel, zinc/polymer-coated steel, or zinc-5% aluminum mischmetal alloy coated steel framework. Those furnished for use in conjunction with aluminum alloy fabric shall be aluminum alloy.

Line posts, rails, and braces shall be one of the following:

- Galvanized steel pipe shall conform to the requirements of ASTM F 1083, or
- Roll-formed sections shall be fabricated from material meeting the requirements of ASTM A 570, Grade 45, and shall be galvanized in accordance with the requirements of ASTM F1043, Type A, or coated with zinc 5% aluminum mischmetal alloy in accordance with ASTM F 1043, Type C.

Post, rails, and braces shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B-117 as follows:

- Exterior: 1,000 hours with a maximum of 5% red rust.
- Interior: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Fed. Spec. RR-F-191/3.

- GATES

Gate frames shall consist of galvanized steel pipe and shall conform to the specifications for the same material under section POSTS, RAILS AND BRACES. The fabric shall be of the same type material as used in the fence.

- WIRE TIES AND TENSION WIRES

Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A-824.

All material shall conform to Fed. Spec. RR-F-191/4.

- MISCELLANEOUS FITTINGS AND HARDWARE

Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A-153. Barbed wire support arms shall withstand a load of 250 pounds applied vertically to the outermost end of the arm.

- CONCRETE

Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 3,000 psi.

- MARKING

Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

03. CONSTRUCTION METHODS/CLEARING FENCE LINE

All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a minimum width of 2 feet on each side of the fence centerline before starting fencing operations. The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

- INSTALLING POSTS

All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

Posts should be spaced not more than 10 feet apart and should be set a minimum of 36 inches in concrete footings. If the frost depth is greater than 36 inches, the posts should be set accordingly. The posts holes shall be in proper alignment so that there is a minimum of 3 inches of concrete on all sides of the posts.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches. After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

- **INSTALLING TOP RAILS**
The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.
- **INSTALLING BRACES**
Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.
- **INSTALLING FABRIC**
The wire fabric shall be firmly attached to the posts and braced in the manner shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than 1 inch or more than 4 inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched thereon to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches or less.

Openings below the fence may also be spanned with barbed wire fastened to stakes.

- **ELECTRICAL GROUNDS**
Electrical grounds shall be constructed at 500-foot intervals. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction.

SECTION B - METHOD OF MEASUREMENT

01. Chain-link fence will be measured for payment by the linear foot. Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

SECTION C - BASIS OF PAYMENT

01. Payment for chain-link fence will be made at the contract unit price per linear foot.

Payment for driveway or walkway gates will be made at the contract unit price for each gate.

The price shall be full compensation for furnishing all materials, supplies, labor and all other requirements and incidentals, and for all preparation, erection, and installation of these materials, and for all labor equipment, tools, and incidentals necessary to complete the item.

3.3 CHAIN LINK CANTILIVER SLIDE GATES

SECTION A - GENERAL

01. SECTION INCLUDES

This section shall consist of furnishing and erecting chain link cantilever slide gate(s) with all necessary accessories and hardware in accordance with these specifications and the details shown on the plans and in conformity with the lines and grades shown on the plans or established by the Engineer.

02. MATERIALS

- FABRIC

The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch mesh and shall meet the requirements of ASTM A-392, Class 2.

- BARBED WIRE

Barbed wire shall be 2-strand 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A-121, Class 3, chain link fence grade.

- POSTS, RAILS AND BRACES

Posts, rails, and braces furnished for use in conjunction with zinc-coated, zinc-5% aluminum mischmetal alloy coated, or aluminum-coated steel fabric shall be of zinc-coated steel, zinc/polymer-coated steel, or zinc-5% aluminum mischmetal alloy coated steel framework.

Those furnished for use in conjunction with aluminum alloy fabric shall be aluminum alloy.

Support and latch posts, rails, and braces shall be galvanized steel pipe conforming to the requirements of ASTM F-1083.

Post, rails, and braces shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B-117 as follows:

1. Exterior: 1,000 hours with a maximum of 5% red rust.
2. Interior: 650 hours with a maximum of 5% red rust.

- CANTILEVER ROLLERS

Cantilever rollers are to be constructed of hot dipped galvanized steel and equipped with grease fittings. The cantilever rollers are to be 4" x 2.5" in size. Each roller shall be equipped with a cantilever roller cover that is of steel construction and epoxy coated.

- **GATE FRAME**

Gate frames shall consist of galvanized steel pipe and shall conform to the specifications for the same material under paragraph 162-2.3 of the CHAIN LINK FENCES specifications. The fabric shall be of the same type material as used in the fence.

- **WIRE TIES AND TENSION WIRES**

Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A-824.

All material shall conform to Fed. Spec. RR-F-191/4.

- **MISCELLANEOUS FITTINGS AND HARDWARE**

Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A-153. Barbed wire support arms shall withstand a load of 250 pounds applied vertically to the outermost end of the arm.

- **CONCRETE**

Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 3,000 psi.

- **MARKING**

Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

SECTION B - PRODUCTS

01. MANUFACTURER

A. Products from qualified manufacturers having a minimum of 3 years experience manufacturing internal roller cantilever slide gate will be acceptable by the Engineer as equal, if approved in writing, ten days prior to bidding, and if they meet all of the following specifications for design, size gauge of metal parts and fabrication.

B. Obtain gates, including accessories, fittings, and fastenings, from a single source.

02. CHAIN LINK CANTILEVER SLIDE GATES

A. Gate frames: Cantilever Slide Gate Frame shall conform to FDOT Index 453. Steel gate frame shall be fabricated prior to galvanizing, except that truss rods may be fabricated following frame galvanizing provided surfaces damaged during welding are galvanized in accordance with Section 24 of AASHTO M36; or, fabricated from pipe components with protective coating meeting the requirements of FDOT Index 452 that are tolerant of welding

(low burn back), and a protective coating applied to the weld and damaged pipe surfaces that is equivalent to the protective coating of the fabricated pipe stock.

B. Gate Opening	Gate Frame	Back Frame
14'	14'-3"	6'
16'	16'-3"	8'
20'	20'-3"	10'

- C. Bracing: Provide diagonal adjustable length truss rods of 3/8" galvanized steel, in each panel of gate frame.
- D. Gate hangers, latches, brackets, guide assemblies, and stops: Malleable iron or steel, galvanized after fabrication. Provide positive latch with provisions for padlocking.
- E. Top and Bottom guide wheel assemblies: Each assembly shall consist of two top and two bottom guide wheel assemblies, 4-inch diameter hot dipped galvanized steel wheels, straddling top and bottom horizontal gate rail, allowing adjustment to maintain gate frame plumb and in proper alignment. Attach top and bottom guide wheel assemblies to each support guidepost.
- F. Support guideposts: Provide two support guideposts. Support posts are galvanized steel 4" OD schedule 40 pipe, ASTM F-1083, weighing 9.1 lb/ft.
- G. Latch Post: Provide one latch post. Latch post is galvanized steel 3" OD schedule 40 pipe, ASTM F-1083, weighing 5.79 lb/ft.
 - 1. Finish to match fence.

SECTION C - EXECUTION

01. EXAMINATION

- A. Verify areas to receive gate is completed to final grades and elevations.
- B. Verify areas to assure sufficient space to receive gate in open position, (gate and overhang.)
- C. Ensure property lines and legal boundaries of work are clearly established.

02. CHAIN LINK CANTILEVER SLIDE GATE FRAMING INSTALLATION

- A. Install gateposts in accordance with manufacturer's instructions.
- B. Concrete set gateposts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter 18", and depths approximately 6" (152 mm) inches deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 3'-6" below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts. Check each post for vertical and top alignment and maintain in position during placement and finishing operations.

03. GATE INSTALLATION

- A. Install gates plumb, level, and secure for full opening without interference.
- B. Attach hardware by means that will prevent unauthorized removal.
- C. Adjust hardware for smooth operation.

04. CLEANING

- A. Clean up debris and unused material and remove from the site.

SECTION D - METHOD OF MEASUREMENT

- 01. Chain link cantilevered slide gates will be measured as complete units installed.

SECTION E - BASIS OF PAYMENT

- 01. Payment for chain link cantilevered slide gates will be made at the contract unit price for each slide gate installed.

The price shall be full compensation for furnishing all materials, and for preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

3.4 BOX FRAME CANTILEVER SLIDE GATES

SECTION A - GENERAL

01. SECTION INCLUDES

This section shall consist of furnishing all labor, materials, inspections, supervision, etc., necessary for the complete installation and operation of aluminum cantilever slide gate(s) as shown on the plans and specified herein and in conformity with the lines and grades shown on the plans or established by the Engineer.

02. MATERIALS

- A. The specified gate shall be fabricated from 6061-T6 or 6063-T6 aluminum alloy extrusions.
 - 1) Gate frame primary members (top and bottom) shall be fabricated from a shaped cross section member with no less than 2" on a side wide, weighing no less than 0.97 lbs/ft., and welded at frame corners so as to form a rigid unit.
 - 2) A framework of square tubing connecting the opposing gate faces and maintaining them in proper suspension and tension shall accomplish the essential box frame format. Connecting members shall be consistent with manufacture's specifications.
 - 3) Frame shall be fabricated to form a rigid box construction constructed with the width between the frames not to exceed 24".
 - 4) Intermediate vertical members shall consist of square tubing at a spacing not to exceed the overall height of the box frame. Vertical members shall be consistent with manufacture's specifications.
- B. Gate frames shall include diagonal cross-bracing of a minimum 3/16" diameter stainless steel aircraft cable installed in the vertical plane through the gate proper and the counterbalance to allow for upward or downward vertical cord adjustment throughout the gate, and to add further rigidity to the gate frame.

- C. The gate frame shall be fabricated in modular sections or in single units depending on size constraints then shop or field assembled for the specified opening.
- D. The gate frame shall have a separately extruded pair of enclosed tracks, of 6063-T6 or 6105-T5 aluminum alloy attached by factory welding. The tracks shall be constructed per standard manufacture's specifications.
 - 1) The tracks shall be affixed in parallel positions to the upper frame on opposing sides.
- E. The gate frame shall be supported from within the twin tracks by four (4) self-aligning, swivel ball-and-socket type truck assemblies having rubber-sealed lubricant ball bearing wheels.
 - 1) The truck assembly wheels shall be 2" in diameter by 9/16" in width and have an extended dynamic load rating of 4,000 pounds each.
 - 2) Two side-rolling guide wheels affixed to each truck shall be provided to ensure alignment of the trucks within the tracks
- F. A bottom guide assembly, consisting of a bracket to which one 3" to 3-1/2" diameter wheels shall be attached, shall be provided for each of the four gate erection posts. Bottom guide assemblies shall be attached to the posts and adjusted to maintain the gate in a plumb state by causing the gate to pass between the bottom guide wheel pairs.
- G. Drive rail shall be extruded 6061-T6 aluminum not less than 1/8" thick.
- H. A receiver latch/catch assembly with padlocking provisions shall be supplied.
- I. Chain link fabric shall be woven with be a 9-gauge galvanized steel wire in a 2-inch mess and shall meet the requirements of ASTM-A-392, Class 2. Chain link fabric shall be installed within the vertical and horizontal members by means of fabric clips, adding rigidity to the gate frame.
- J. Barbed Wire shall be 2-stranded 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to requirements of ASTM A-392, Class 2.
- K. Double support posts shall be 4" O.D. galvanized steel with concrete footings per plans.
- L. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 3,000 psi.

03. SPECIAL WARRANTY

Provide manufacturer's limited warranty covering aluminum cantilever slide gate and accessories against failure resulting from normal use for period of 5 years from date of purchase. Failure is defined as any defect in manufacturing that prevents the gate from operating in a normal manner.

SECTION B - PRODUCTS

01. QUALITY ASSURANCE

- A. Manufacturer: Products from qualified manufacturer having a minimum of three (3) years' experience manufacturing box-frame cantilever slide gates of this magnitude. The manufacturer shall provide certification of factory pre-hanging, adjustment, testing of gate, and results of draw-force testing as quality assurance that the gate shall be hung plumb and straight and could be actuated as designed and specified at the time of manufacture, and that the gate has been tested and found to comply with ASTM F1184.
 - 1) Manufacturer shall provide certification of compliance with all applicable laws of domesticity.
 - 2) Obtain chain link fences and gates, including accessories, fittings, and fastenings, from a single source.
- B. Installer: The installer shall have a minimum of three (3) years installation experience of similar equipment.

- C. Procure all necessary and usual inspections and certificates for all work to be installed. Deliver same to Owner/Owners representative before final acceptance.

SECTION C - EXECUTION

01. EXAMINATION

- A. Verify areas to receive gate are completed to final grades and elevations.
- B. Verify areas to assure sufficient space to receive gate in open position, (gate and overhang.)
- C. Ensure property lines and legal boundaries of work are clearly established.

02. BOX FRAME CANTILEVER SLIDE GATE INSTALLATION

- A. Install gate and gateposts in accordance with manufacturer's instructions.
- B. Concrete set gateposts: Drill holes in firm, undisturbed or compacted soil. Holes shall be in accordance with manufacture's specifications and depths approximately 6" inches deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts. Check each post for vertical and top alignment and maintain in position during placement and finishing operations.
- C. Excavate, place concrete and install four (4) 4"OD schedule 40 galvanized steel posts welded into sets, with a third post or double-post set of 4"OD to be installed for the gate stop. Secure posts in footings as detailed and in accordance with the appropriate drawings.
 - 1). Install hanger brackets and guide roller assemblies attach truck assemblies to hangers and make final adjustments to align gate with latch.
- D. The gate and installation shall conform to ASTM F-1184 standards for aluminum cantilever slide gates, Type II, Class 2.
- E. Install gates plumb, level, and secure for full opening without interference.
- F. Attach hardware by means that will prevent unauthorized removal.
- G. Adjust hardware for smooth operation.

03. FIELD QUALITY CONTROL

- A. Test gate in conjunction with operator through ten full cycles and adjust for operation without binding, scraping, or uneven motion.
- B. Test gate in various safety detection conditions to confirm loop detection and photo beam devices work as anticipated. Confirm with Airport Operations and Field Inspector that adequate safety test conditions have been met.

04. CLEANING

Clean up debris and unused material and remove from the site.

SECTION D - METHOD OF MEASUREMENT

- 01. Aluminum cantilevered slide gates will be measured as complete units installed.

SECTION E - BASIS OF PAYMENT

- 01. Payment for aluminum cantilevered slide gates will be made at the contract unit price for each slide gate installed or repaired.

The price shall be full compensation for furnishing all materials, and for preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

3.5 PVC COATED CHAIN LINK FENCE AND GATES

SECTION A - GENERAL

01. INCLUDED IN THIS SECTION

This section shall consist of furnishing all labor, equipment and materials and in performing all operations necessary for installing a Polyvinyl Coated (PVC) chain link fence and accessories in accordance with these specifications and details as indicated on drawing files.

02. QUALITY ASSURANCE

- A. Chain link fencing shall be manufactured in accordance with the requirements of the Chain Link Fence Manufacturers Institute (CLFMI) Product Manual.
- B. Fence manufacturer shall have at least three (3) years of experience in the manufacture of vinyl-coated steel chain link fencing. The fence fabric, posts, gates, and all hardware shall be manufactured and supplied by a single manufacturer, to insure compatibility of all the fence elements and to define a single source responsibility.
- C. Installer shall have a minimum three (3) years installation experience of chain link fencing.
- D. Procure all necessary and usual inspections and certificates for all work to be installed. Deliver same to Owner/Owner representative before final acceptance.

03. SUBMITTALS

- A. Shop Drawings: Show fence layout, colors of PVC coated, post locations, gates, details illustrating fence height, gate width, size of posts, rails, braces, fittings, and hardware.
- B. Product Data: Submit catalog cuts and manufacturer's detail specifications.

04. WARRANTY

- A. Vinyl coated chain link fence systems shall be supplied with minimum ten (10) year factory warranty.

SECTION B - PRODUCTS

01. GENERAL

Dimensions indicated for pipe are outside dimensions, exclusive of coatings.

02. FENCE FABRIC

- A. Fabric shall be PVC coated thermally fused and bonded to a primer which is thermally cured onto galvanized steel core wire conforming to ASTM F 668, Class 2. Minimum coating thickness shall be 0.007 in.
- B. Fabric shall be woven into 2 in. mesh of 9-gauge galvanized wire core with a minimum breaking strength of 1,290 lbs./ft. in accordance with ASTM F 668, Class 2. Coated wire size shall be 8 gauge (0.165 in.). Other gauges may be required as noted on the plans.
- C. Zinc for galvanized coating shall conform to ASTM b 6, galvanized by hot dipped method AISI Type 1, before vinyl coating; coating shall be smooth. Minimum weight of zinc coating shall be 1.2 oz. per sq. ft. (0.30 oz./ft.).

D. Polyvinyl chloride coating shall meet the following requirements:

1. Specific gravity shall be 1.30 maximum, tested in accordance with ASTM D 792.
2. Hardness shall be a minimum Durometer reading of A 95 in accordance with ASTM D 2240. Ultimate elongation shall be 275% in accordance with ASTM D 412.
3. Tensile strength shall have a test minimum of 3,300 p.s.i. in accordance with ASTM D 412.
4. Vinyl shall be a dense and impervious covering free of voids, having a smooth, lustrous surface without pinholes, bubbles, voids, or rough or blistered surface.
5. Fabric shall be knuckled at bottom selvage and twisted at top selvage.

E. Fence fabric color shall be black.

03. FENCE POSTS, RAILS, BRACES, GATES, HARDWARE, AND ACCESSORIES

Except for Barbed Wire and Tension Wire the steel requirements stated under ITEM F-162 (CHAIN LINK FENCES) apply for Rails, Posts, Braces, Gates, Hardware and Accessories also applies for the PVC coated chain link fence materials.

04. TENSION WIRE

PVC-Coated Tension Wire shall be manufactured in accordance with ASTM 1664, which requires a heavy-duty 7-gauge, 0.177-inch metallic coated core wire having a breaking strength of 1,950 lbf. The PVC coating shall be Class 2 fused and bonded to metallic-coated steel wire.

05. BARBED WIRE

PVC-Coated Barbed Wire shall be manufactured in accordance with ASTM F 1665 which requires 2 strands of 14-gauge, 0.08 inch metallic coated core wire with four-point 14-gauge, 0.08 inch zinc coated barbs. The PVC coating shall be Class 2 fused and bonded to metallic-coated steel wire.

06. WIRE TIES

WIRE TIES: 11-ga. Galvanized steel or 11 ga. Aluminum wire, to match fabric core material.

07. CONCRETE

The concrete shall be commercial grade with a minimum 28-day compressive strength of 3,000 p.s.i.

08. MARKING

Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

SECTION C - EXECUTION

01. INSTALLATION

A. CLEARING FENCE LINE

All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a minimum width of 2 feet on each side of the fence centerline before starting fencing operations. The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

B. INSTALLING POSTS

All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

Posts should be spaced not more than 10 feet apart and should be set a minimum of 36 inches in concrete footings. If the frost depth is greater than 36 inches, the posts should be set accordingly. The posts holes shall be in proper alignment so that there is a minimum of 3 inches of concrete on all sides of the posts.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches. After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one-part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

C. INSTALLING TOP RAILS

The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

D. INSTALLING BRACES

Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

E. INSTALLING FABRIC

The wire fabric shall be firmly attached to the posts and braced in the manner shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than 1 inch or more than 4 inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched thereon to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches or less.

Openings below the fence may also be spanned with barbed wire fastened to stakes.

F. ELECTRICAL GROUNDS

Electrical grounds shall be constructed at 500-foot intervals. The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction.

G. TOUCH UP

1. Following installation, scratches and marred spots in galvanized surfaces shall be power wire brushed and painted with a cold-applied galvanized paint at a rate of 2 oz. zinc per sq. ft. of surface.
2. Following installation scratches and marred spots in vinyl-coated surfaces shall be field coated with a vinyl coating supplied by the fence manufacturer.

H. CLEANING

Clean up debris and unused material and remove from site.

SECTION D - METHOD OF MEASUREMENT

01. PVC Coated Chain-link fence will be measured for payment by the linear foot. Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

Gates will be measured as complete units.

SECTION E - BASIS OF PAYMENT

01. Payment for PVC coated chain-link fence will be made at the contract unit price per linear foot.

Payment for driveway or walkway gates will be made at the contract unit price for each gate.

The price shall be full compensation for furnishing all materials, and for all preparation, erection, and installation of these materials, and for all labor equipment, tools, and incidentals necessary to complete the item.

3.6 STEEL TUBULAR PICKETS

SECTION A - GENERAL

01. INCLUDED IN THIS SECTION

This section shall consist of furnishing all labor, equipment and materials and in performing all operations necessary for installing tubular picket ornamental fence systems. The purpose is to define minimum procedures for the installation of tubular ornamental metal fence systems.

02. MATERIALS

- A. Steel material for tubular picket ornamental fence shall conform to specifications A500 or A501 and have a minimum yield strength of 45,000 PSI

- B. Powder coatings applied to the exterior surface of fence components shall be polymer material
- C. Wet coatings applied to the exterior surface shall be a two-coat paint application system; Primer and top-coat with a minimum thickness of 2 mils.
- D. Fittings, fasteners, and decorative accessories shall be manufactured with material and finish coating that meets the same protective coating performance requirements as required for panels and posts.

03. PICKETS, RAIL, AND POST SIZES

- A. Pickets 3/4 inch x 3/4 inch - 16 Gauge
- B. Rail 1 3/16 inch x 1 1/2 inch – 14 Gauge
- C. Post 2 1/2 inch x 2 1/2 inch – 14 Gauge
- D. Fence Height and space are typical at 6 feet, 8 feet, and 10 feet and must meet current local codes. Some applications like at the south beach parking lot but isn't limited to that area, requires a 3 feet tall picket fence
- E. Fences around pools shall meet pool safety standards and meet current local codes
- F. The spacing between pickets shall be 4 inches or less or meet Code requirements for the particular fence being installed. Local Code requirements supersedes any part of this section and shall prevail if different.

SECTION B - INSTALLATION

- A. All posts shall be set in concrete at the required dimension and depth and at the typical spacing of 10 feet. Posts should be spaced not more than 10 feet apart and should be set a minimum of 36 inches in concrete footings. All posts shall be set according to local Codes. The posts holes shall be in proper alignment so that there is a minimum of 3 inches of concrete on all sides of the posts.

3.7 POLY VINYL CHLORIDE (PVC) FENCING

SECTION A – GENERAL

PVC fence shall be either a solid 6 feet high by 8 feet wide tongue and groove privacy fence with flat post caps or a solid 8 feet high by 8 feet wide tongue and groove privacy fence and the color shall be white unless otherwise specified by the Facilities Manager or his designee. All materials must meet ASTM F964-13 standards. Boards shall be 6 inches wide by 7/8 inch thick. Top and bottom rails must be 1 1/2 inch by 5 1/2 inch.

3.7.1 Material Requirements

ASTM A-121	Zinc-Coated (Galvanized) Steel Barbed Wire.
ASTM A-123	Zinc (Hot Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip.
ASTM A-153	Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
ASTM A-392	Zinc-Coated Steel Chain-Link Fence Fabric.
ASTM A-446	Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality.
ASTM A-491	Aluminum-Coated Steel Chain-Link Fence Fabric.
ASTM A-569	Steel, Carbon (0.15 Maximum, Percent), Hot Rolled Sheet and Strip Commercial Quality.
ASTM A-570	Hot-Rolled Carbon Steel Sheet and Strip Structural Quality.
ASTM A-572	High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality.
ASTM A-585	Aluminum-Coated Steel Barbed Wire.
ASTM A-824	Metallic-Coated Steel Marcellled Tension Wire for Use With Chain Link Fence.
ASTM B-117	Standard Test Method of Salt Spray (Fog) Testing.
ASTM B-221	Aluminum-Alloy Extruded Bars, Rods, Wire Shapes and Tubes.
ASTM F-668	Poly (vinyl Chloride)(PVC)-Coated Steel Chain-Link Fence.
ASTM F-1083	Pipe, Steel, Hot-Dipped Zinc-coated (galvanized) Welded, for Fence Structures.
ASTM F-1183	Aluminum Alloy Chain Link Fence Fabric.
ASTM F-1234	Protective Coatings on Steel Framework for Fences.
Fed. Spec. RR-F-191/3	Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces).
Fed. Spec. RR-F-191/4	Fencing, Wire and Post, Metal (Chain-Link Fence Accessories).

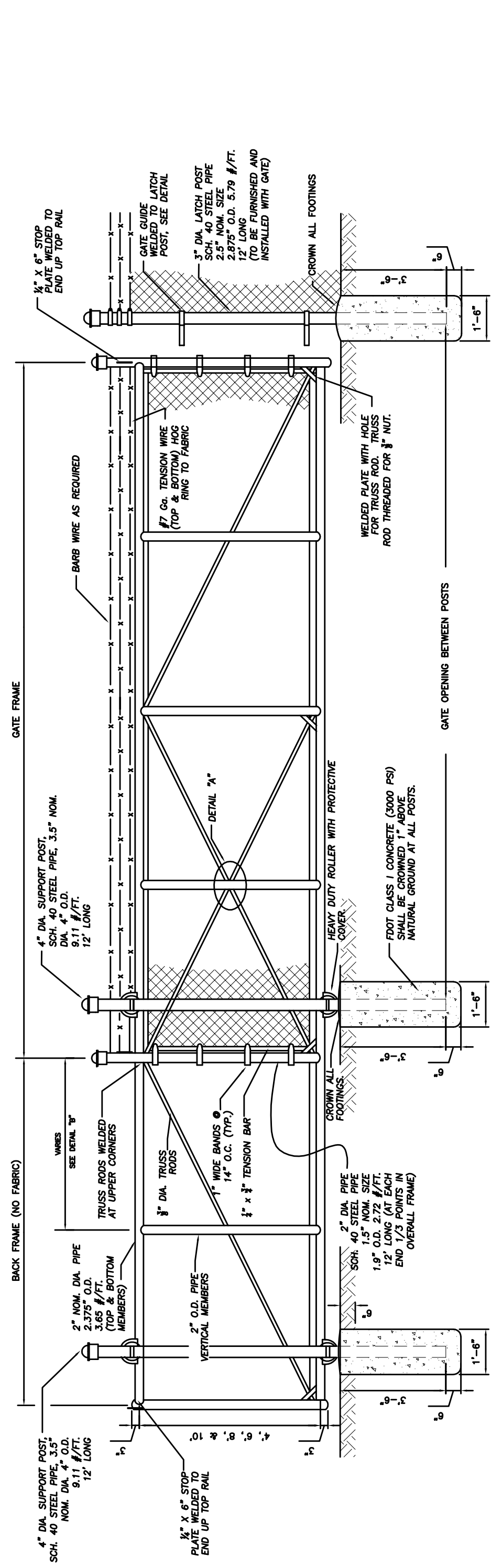
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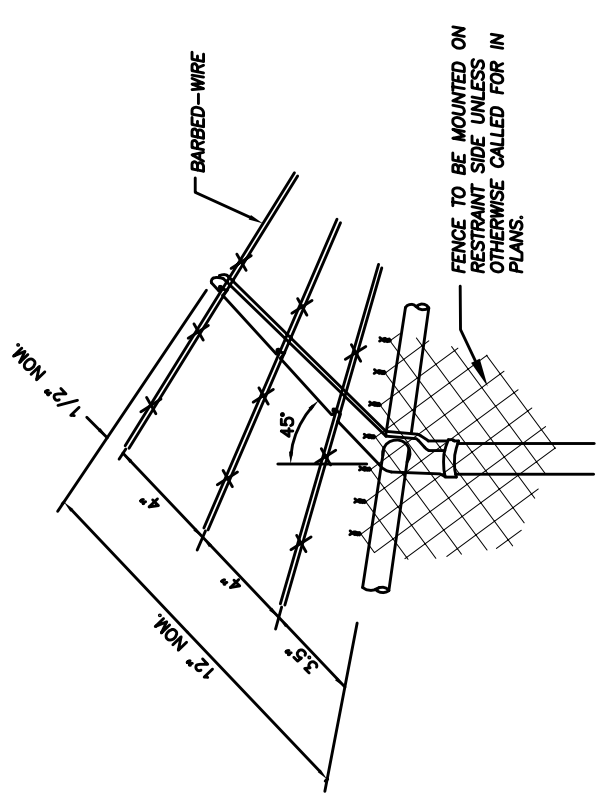
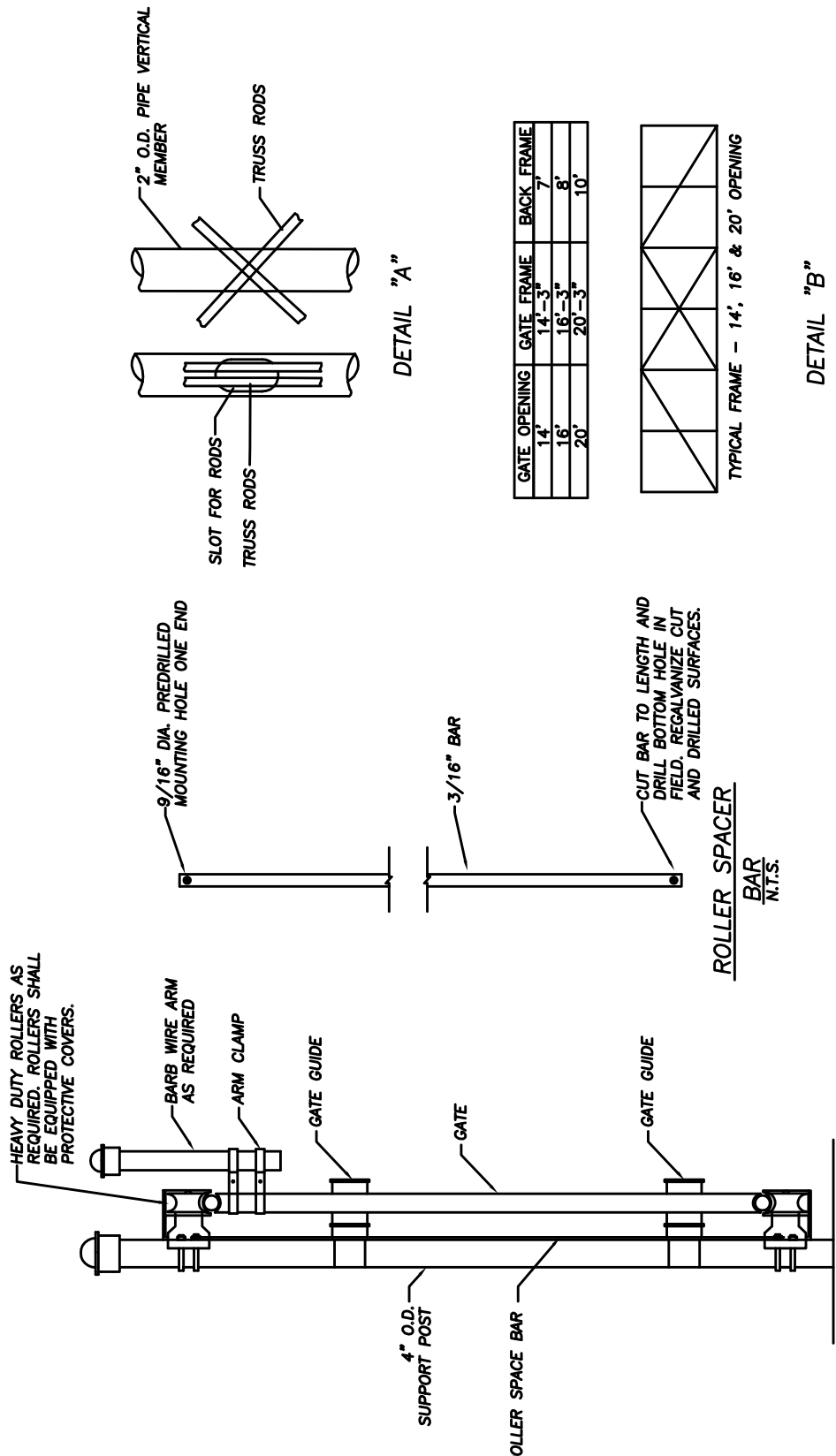
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ANNUAL CHAIN-LINK &
PICKET FENCE INSTALL &
REPAIR SERVICE CONTRACT
FENCE & GATE DETAILS

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SHEET NO.: 01
CAD FILE NO. DETL1
FILE NO. 04-129-40

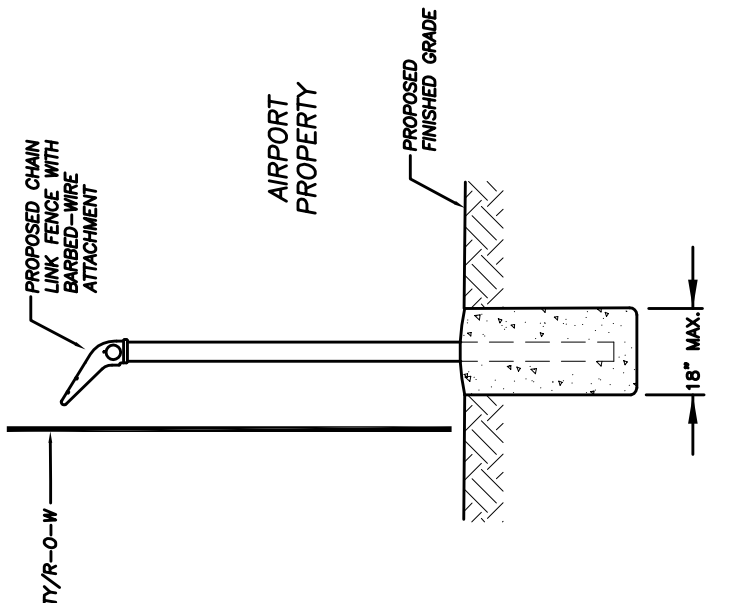
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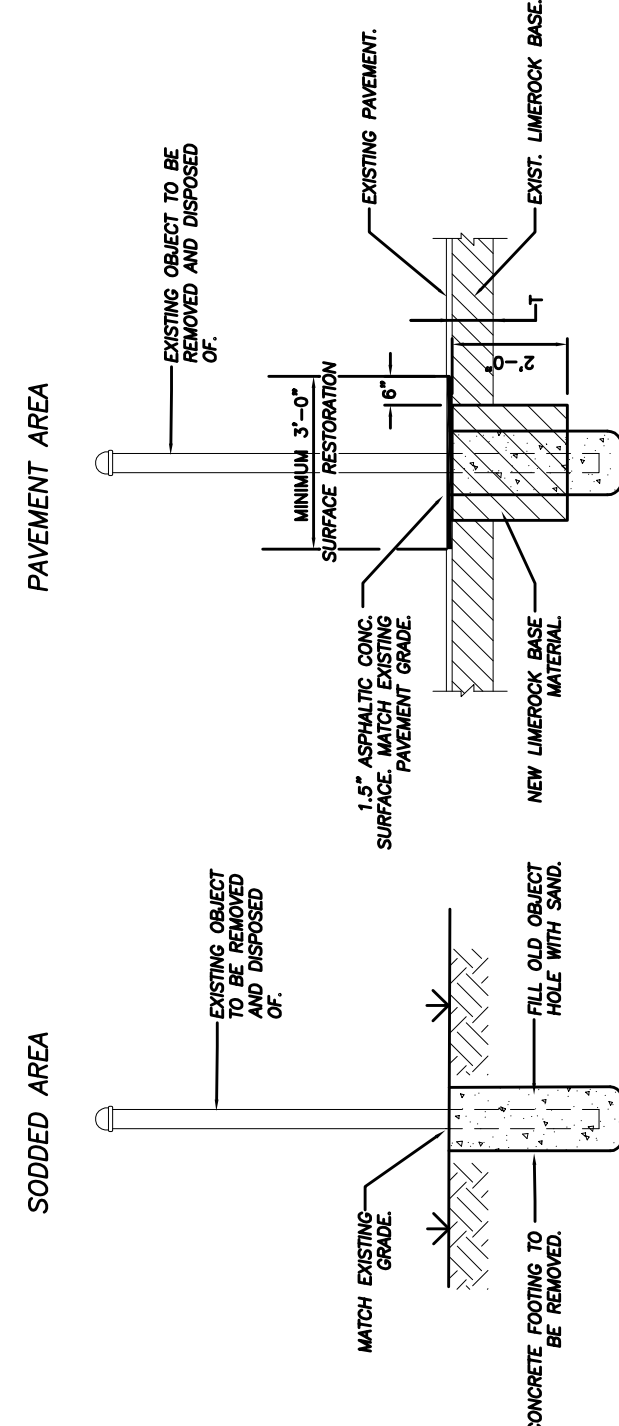
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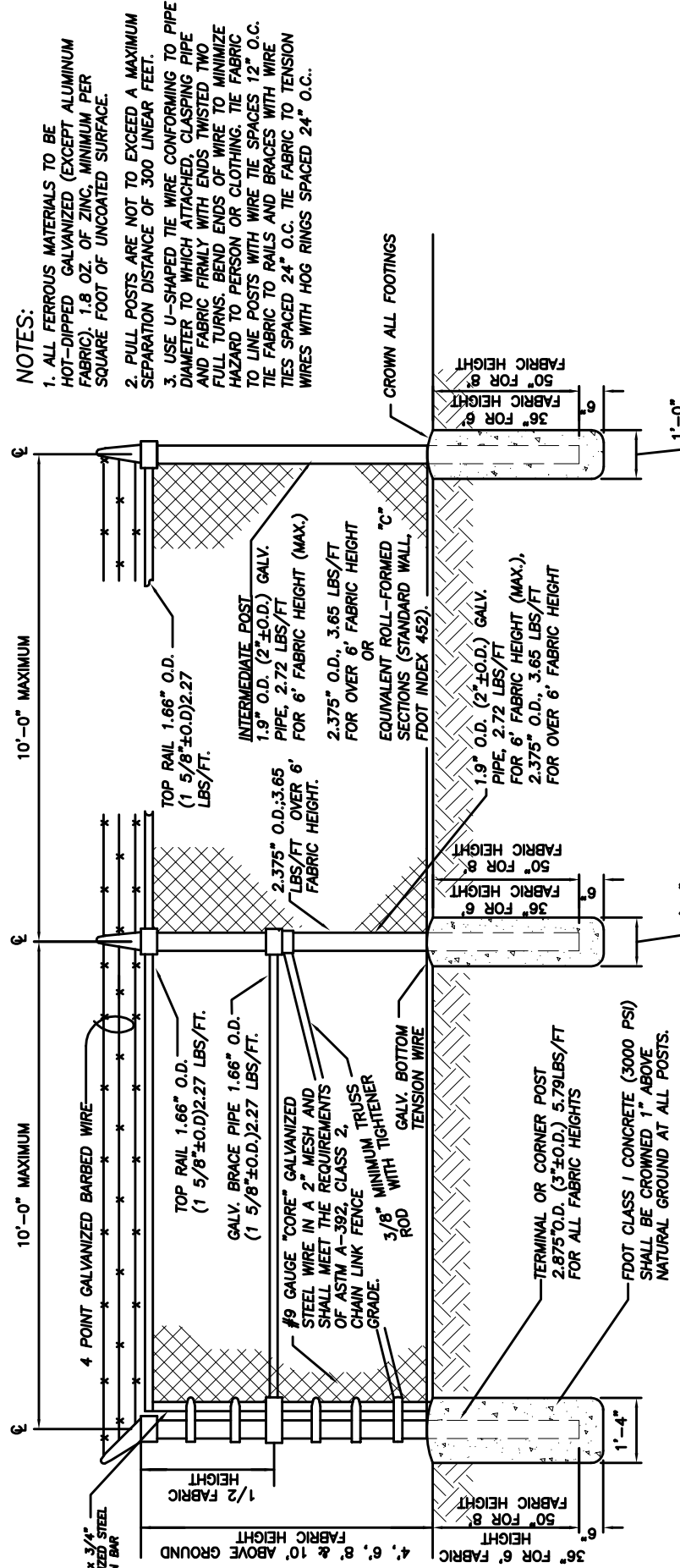
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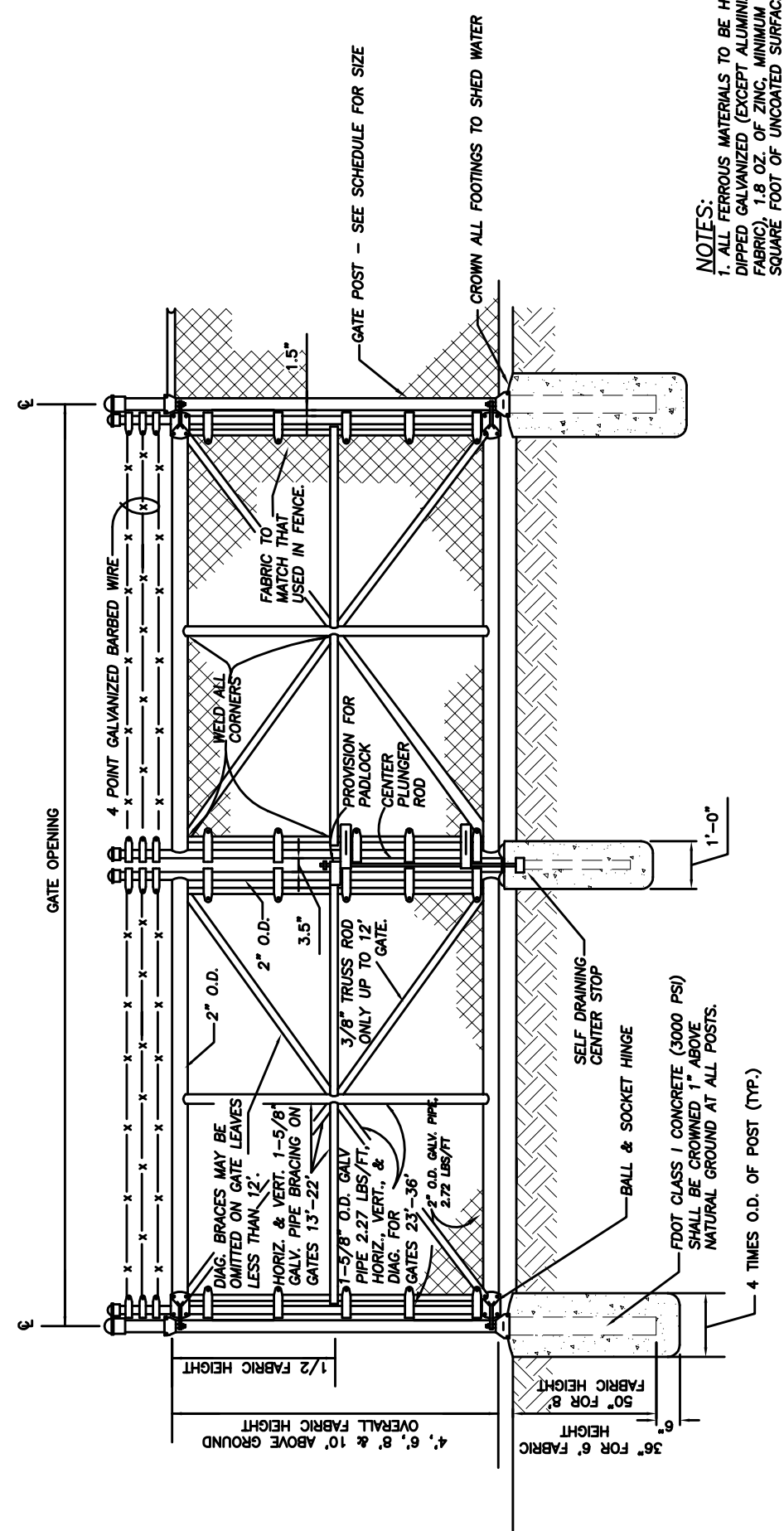
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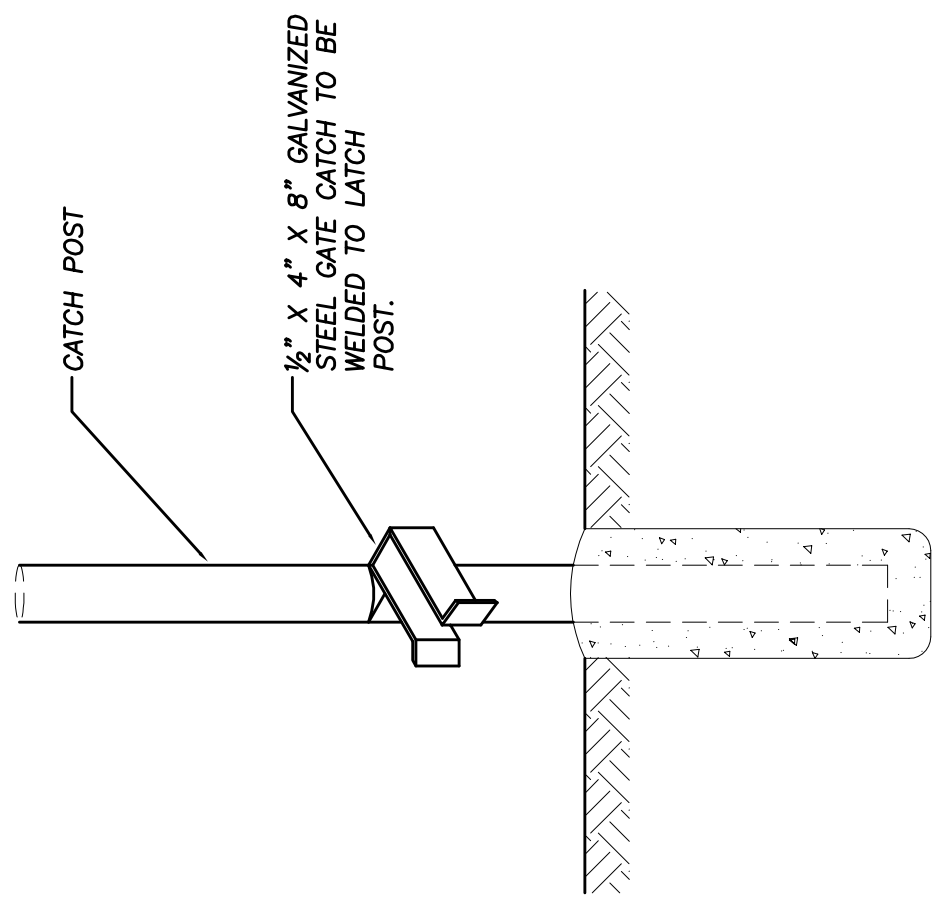
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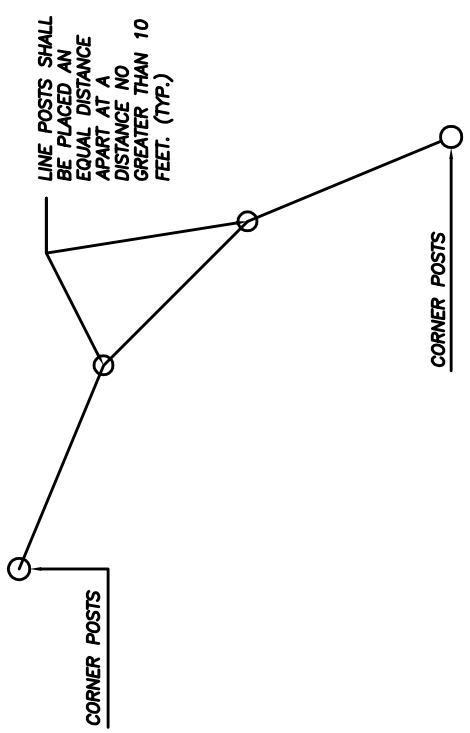
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DOUBLE LEAF CHAIN LINK GATE DETAIL
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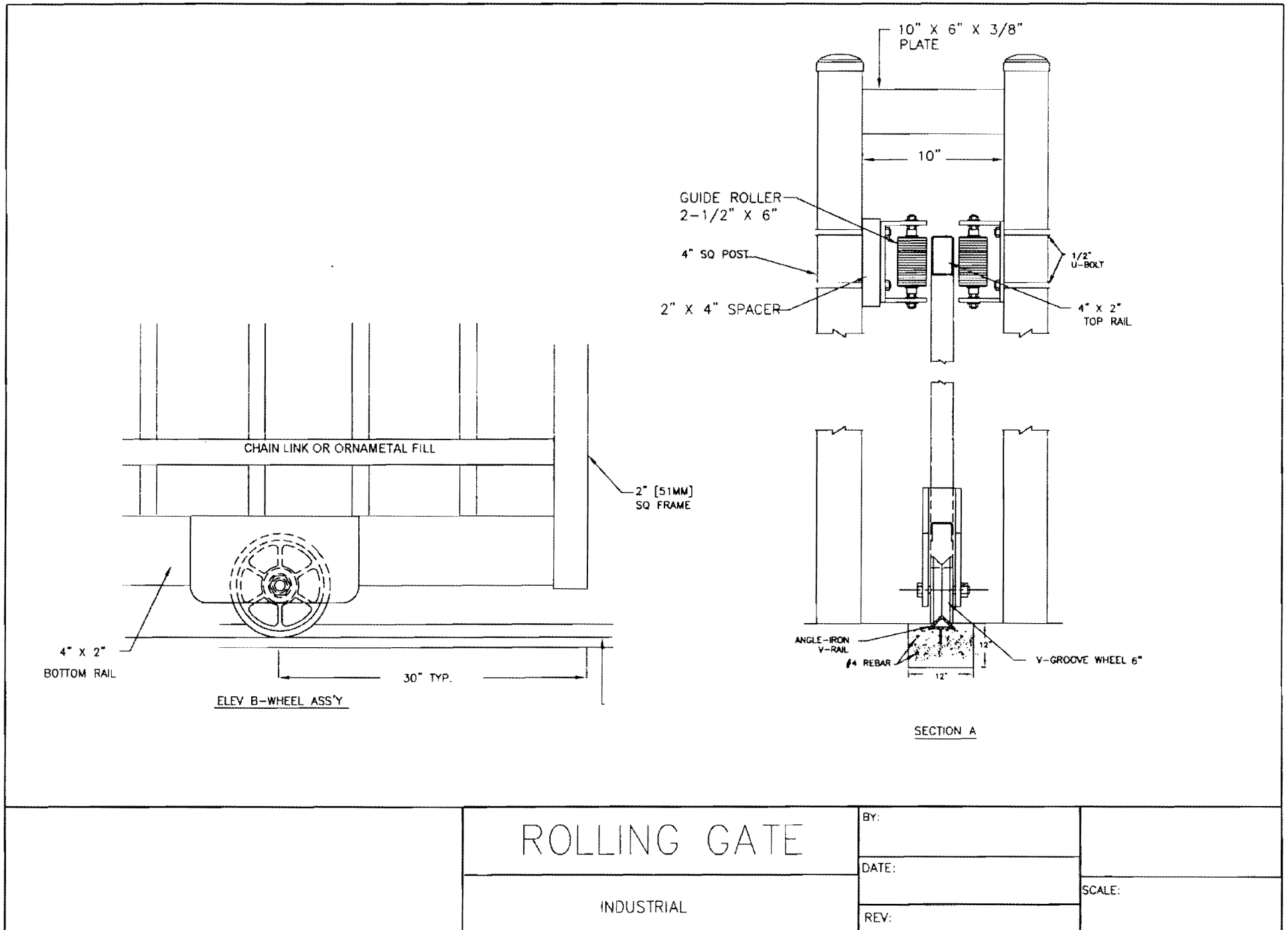
GATE GUIDE DETAIL
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TYPICAL FENCE CIRCULAR CORNER LAYOUT
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REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

2. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

3. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

4. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

5. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

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5.15 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City’s P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor’s participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

Question and Answers for Bid #12690-022 - Fence, Chain Link and Picket, Annual Contract

Overall Bid Questions

Question 1

Do I need to download the documents, sign them and then upload them or is filling them out online thru bidsync sufficient? For example the references **(Submitted: Jun 13, 2022 2:41:10 PM EDT)**

Answer

- Where necessary, you may download documents. However, at the time of bid submittal, all documents must be submitted via BidSync. For technical assistance, please call 800-990-9339 or email: source-support@periscopeholdings.com **(Answered: Jun 13, 2022 2:54:31 PM EDT)**

Question 2

refer to steel picket fence and gates/sheet# 02/
would you accept u-channel rail with different measuring than what its asks? due to unavailability
also provide wall thickness and manufacture if it's required for this project. would Ameristar be acceptable?
(Submitted: Jun 14, 2022 11:37:21 AM EDT)

Answer

- Q: Would you accept u-channel rail with different measuring than what its asks? due to unavailability?

A: No

Q: Also provide wall thickness and manufacture if it's required for this project.

A: There is no current project at this time.

Q: Would Ameristar be acceptable?

A: We are not familiar with the brand Ameristar but as long as it meets the standard and codes for south Florida permitting, the brand doesn't apply / matter. **(Answered: Jun 14, 2022 3:59:52 PM EDT)**

TROPIC FENCE, INC.

Bid Contact **Lyn Tilley**
tropicfence.bids@bellsouth.net
Ph 954-978-1250

Address **1864 NW 21 STREET**
POMPANO BEACH, FL 33069

Qualifications **WBE WBE**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12690-022--01-01	Removal / Disposal of Fence	Supplier Product Code: Supplier Notes: here are the insurance and licenses.	First Offer - \$12.00	1650 / linear foot	\$19,800.00 Y Y
12690-022--01-02	Installation of 6' High Temporary Construction Fence	Supplier Product Code:	First Offer - \$15.00	400 / linear foot	\$6,000.00 Y
12690-022--01-03	4' High Chain Link Fence, Galvanized	Supplier Product Code:	First Offer - \$24.50	200 / linear foot	\$4,900.00 Y
12690-022--01-04	6' High Chain Link Fence, Galvanized	Supplier Product Code:	First Offer - \$37.00	1600 / linear foot	\$59,200.00 Y
12690-022--01-05	8' High Chain Link Fence, Galvanized	Supplier Product Code:	First Offer - \$41.00	300 / linear foot	\$12,300.00 Y
12690-022--01-06	10' High Chain Link Fence, Galvanized	Supplier Product Code:	First Offer - \$48.00	350 / linear foot	\$16,800.00 Y
12690-022--01-07	12' High Chain Link Fence, Galvanized	Supplier Product Code:	First Offer - \$50.85	100 / linear foot	\$5,085.00 Y
12690-022--01-08	20' High Chain Link Fence, Galvanized	Supplier Product Code:	First Offer - \$175.00	100 / linear foot	\$17,500.00 Y
12690-022--01-09	4' High Chain Link Fence, PVC Coated	Supplier Product Code:	First Offer - \$36.00	400 / linear foot	\$14,400.00 Y

Code:						
12690-022--01-10	6' High Chain Link Fence, PVC Coated	Supplier Product Code:	First Offer - \$45.35	1200 / linear foot	\$54,420.00	Y
12690-022--01-11	8' High Chain Link Fence, PVC Coated	Supplier Product Code:	First Offer - \$51.00	300 / linear foot	\$15,300.00	Y
12690-022--01-12	10' High Chain Link Fence, PVC Coated	Supplier Product Code:	First Offer - \$58.75	300 / linear foot	\$17,625.00	Y
12690-022--01-13	20' High Chain Link Fence, PVC Coated	Supplier Product Code:	First Offer - \$175.00	200 / linear foot	\$35,000.00	Y
12690-022--01-14	30' High Chain Link Fence, PVC Coated	Supplier Product Code:	First Offer - \$250.00	300 / linear foot	\$75,000.00	Y
12690-022--01-15	6'H x (6' to 10') Wide Gate, Galvanized, Single Rolling	Supplier Product Code:	First Offer - \$1,700.00	50 / each	\$85,000.00	Y
12690-022--01-16	6'H x (11' to 20')Wide Gate, Galvanized, Single Rolling	Supplier Product Code:	First Offer - \$2,280.00	50 / each	\$114,000.00	Y
12690-022--01-17	8'H x (6' to 10')Wide Gate, Galvanized, Single Rolling	Supplier Product Code:	First Offer - \$1,975.00	50 / each	\$98,750.00	Y
12690-022--01-18	8'H x (11' to 20')Wide Gate, Galvanized, Single Rolling	Supplier Product Code:	First Offer - \$2,350.00	50 / each	\$117,500.00	Y
12690-022--01-19	6'H x (11' to 20')Wide Gate, PVC Coated, Single Rolling	Supplier Product Code:	First Offer - \$2,445.00	50 / each	\$122,250.00	Y
12690-022--01-20	8'H x (11' to 20')Wide Gate, PVC Coated, Single Rolling	Supplier Product Code:	First Offer - \$2,685.00	50 / each	\$134,250.00	Y
12690-022--01-21	4'H x 5'W Gate, Galvanized, Single Swing	Supplier Product Code:	First Offer - \$750.00	50 / each	\$37,500.00	Y

12690-022--01-22	6'H x 5'W Gate, Galvanized, Single Swing	Supplier Product Code:	First Offer - \$975.00	50 / each	\$48,750.00	Y
12690-022--01-23	6'H x (6' to 10')Wide Gate, Galvanized, Single Swing	Supplier Product Code:	First Offer - \$1,000.00	50 / each	\$50,000.00	Y
12690-022--01-24	8'H x 5'W Gate, Galvanized, Single Swing	Supplier Product Code:	First Offer - \$1,115.00	50 / each	\$55,750.00	Y
12690-022--01-25	8'H x (6' to 10')Wide Gate, Galvanized, Single Swing	Supplier Product Code:	First Offer - \$1,140.00	50 / each	\$57,000.00	Y
12690-022--01-26	10'H x 5'W Gate, Galvanized, Single Swing	Supplier Product Code:	First Offer - \$1,275.00	50 / each	\$63,750.00	Y
12690-022--01-27	10'H x (6' to 10')Wide Gate, Galvanized, Single Swing	Supplier Product Code:	First Offer - \$1,295.00	50 / each	\$64,750.00	Y
12690-022--01-28	4'H x 5'W Gate, PVC Coated, Single Swing	Supplier Product Code:	First Offer - \$700.00	50 / each	\$35,000.00	Y
12690-022--01-29	6'H x 5'W Gate, PVC Coated, Single Swing	Supplier Product Code:	First Offer - \$1,285.00	50 / each	\$64,250.00	Y
12690-022--01-30	6'H x (6' to 10')Wide Gate, PVC Coated, Single Swing	Supplier Product Code:	First Offer - \$1,498.00	50 / each	\$74,900.00	Y
12690-022--01-31	8'H x 5'W Gate, PVC Coated, Single Swing	Supplier Product Code:	First Offer - \$1,455.00	50 / each	\$72,750.00	Y
12690-022--01-32	8'H x (6' to 10')Wide Gate, PVC Coated, Single Swing	Supplier Product Code:	First Offer - \$1,665.00	50 / each	\$83,250.00	Y
12690-022--01-33	10'H x 5'W Gate, PVC Coated, Single Swing	Supplier Product Code:	First Offer - \$1,580.00	50 / each	\$79,000.00	Y
12690-022--01-34	10'H x (6' to 10')Wide Gate, PVC Coated, Single	Supplier Product	First Offer - \$1,590.00	50 / each	\$79,500.00	Y

Swing	Code:					
12690-022--01-35 6'H x (6' to 10')W Gate, Galvanized, Double Leaf Swing	Supplier Product Code:	First Offer - \$1,700.00	50 / each	\$85,000.00	Y	
12690-022--01-36 6'H x (11' to 20')Wide Gate, Galvanized, Double Leaf Swing	Supplier Product Code:	First Offer - \$2,200.00	50 / each	\$110,000.00	Y	
12690-022--01-37 8'H x (6' to 10')Wide Gate, Galvanized, Double Leaf Swing	Supplier Product Code:	First Offer - \$1,925.00	50 / each	\$96,250.00	Y	
12690-022--01-38 8'H x (11' to 20')Wide Gate, Galvanized, Double Leaf Swing	Supplier Product Code:	First Offer - \$2,460.00	50 / each	\$123,000.00	Y	
12690-022--01-39 10'H x 5'W Gate, Galvanized, Double Leaf Swing	Supplier Product Code:	First Offer - \$1,275.00	50 / each	\$63,750.00	Y	
12690-022--01-40 10'H x (6' to 10')Wide Gate, Galvanized, Double Leaf Swing	Supplier Product Code:	First Offer - \$1,890.00	50 / each	\$94,500.00	Y	
12690-022--01-41 10'H x (11' to 20')Wide Gate, Galvanized, Double Leaf Swing	Supplier Product Code:	First Offer - \$2,474.00	50 / each	\$123,700.00	Y	
12690-022--01-42 6'H x (6' to 10')Wide Gate, PVC Coated, Double Leaf Swing	Supplier Product Code:	First Offer - \$2,200.00	50 / each	\$110,000.00	Y	
12690-022--01-43 6'H x (11' to 20')Wide Gate, PVC Coated, Double Leaf Swing	Supplier Product Code:	First Offer - \$3,200.00	50 / each	\$160,000.00	Y	
12690-022--01-44 8'H x (6' to 10')Wide Gate, PVC Coated, Double Leaf Swing	Supplier Product Code:	First Offer - \$2,110.00	50 / each	\$105,500.00	Y	
12690-022--01-45 8'H x (11' to 20')Wide Gate, PVC Coated, Double Leaf Swing	Supplier Product Code:	First Offer - \$2,534.00	50 / each	\$126,700.00	Y	
12690-022--01-46 10'H x (6' to 10')Wide Gate, PVC Coated, Double Leaf Swing	Supplier Product Code:	First Offer - \$2,275.00	50 / each	\$113,750.00	Y	

12690-022--01-47	10'H x (11' to 20')Wide Gate, PVC Coated, Double Leaf Swing	Supplier Product Code:	First Offer - \$3,600.00	50 / each	\$180,000.00	Y
12690-022--01-48	6' high x 16' wide cantilevered slide gate	Supplier Product Code:	First Offer - \$3,500.00	50 / each	\$175,000.00	Y
12690-022--01-49	3' High Steel Picket Fence	Supplier Product Code:	First Offer - \$40.00	500 / linear foot	\$20,000.00	Y
12690-022--01-50	6' High Steel Picket Fence	Supplier Product Code:	First Offer - \$80.00	2000 / linear foot	\$160,000.00	Y
12690-022--01-51	8' High Steel Picket Fence	Supplier Product Code:	First Offer - \$85.00	2000 / linear foot	\$170,000.00	Y
12690-022--01-52	10' High Steel Picket Fence	Supplier Product Code:	First Offer - \$105.00	2000 / linear foot	\$210,000.00	Y
12690-022--01-53	6' High PVC Fence	Supplier Product Code:	First Offer - \$65.00	500 / linear foot	\$32,500.00	Y
12690-022--01-54	8' High PVC Privacy Fence	Supplier Product Code:	First Offer - \$85.00	300 / linear foot	\$25,500.00	Y
12690-022--01-55	6' High Single side Rolling Picket Gate	Supplier Product Code:	First Offer - \$275.00	240 / linear foot	\$66,000.00	Y
12690-022--01-56	8' High Single side Rolling Picket Gate	Supplier Product Code:	First Offer - \$280.00	240 / linear foot	\$67,200.00	Y
12690-022--01-57	10' High Single side Rolling Picket Gate	Supplier Product Code:	First Offer - \$285.00	240 / linear foot	\$68,400.00	Y
12690-022--01-58	62' long x 15.5' wide x 12' high Batting Cages	Supplier Product Code:	First Offer - \$8,200.00	10 / each	\$82,000.00	Y
12690-022--01-59	75' long x 15.5' wide x 12' high Batting Cages	Supplier Product Code:	First Offer - \$8,200.00	10 / each	\$82,000.00	Y

Code:						
12690-022--01-60	Barbwire	Supplier Product Code:	First Offer - \$10.00	1550 / linear foot	\$15,500.00	Y
12690-022--01-61	Bottom fence rail	Supplier Product Code:	First Offer - \$9.00	1200 / linear foot	\$10,800.00	Y
12690-022--01-62	Bottom Tension Wire, Galvanized, 7 gauge	Supplier Product Code:	First Offer - \$5.00	750 / linear foot	\$3,750.00	Y
12690-022--01-63	Bottom Tension Wire, PVC Coated, 7 gauge	Supplier Product Code:	First Offer - \$6.50	750 / linear foot	\$4,875.00	Y
12690-022--01-64	Substitute Bottom Tension Wire with Flat Galvanized Bottom Rail	Supplier Product Code:	First Offer - \$4.00	500 / linear foot	\$2,000.00	Y
12690-022--01-65	Adjust, straighten, tighten, and/or repair existing rail...	Supplier Product Code:	First Offer - \$5.00	700 / linear foot	\$3,500.00	Y
12690-022--01-66	Install and substitute 4" posts	Supplier Product Code:	First Offer - \$75.00	500 / each	\$37,500.00	Y
12690-022--01-67	Repair Electronic Gate Closure Motors	Supplier Product Code:	First Offer - \$175.00	300 / hour	\$52,500.00	Y
12690-022--01-68	Install New Electronic Gate Closure Motors	Supplier Product Code:	First Offer - \$175.00	300 / hour	\$52,500.00	Y
12690-022--01-69	Forman for fence construction /repair - For additional jobs not indicated	Supplier Product Code:	First Offer - \$95.00	300 / hour	\$28,500.00	Y
12690-022--01-70	Laborer for fence construction / repairs - For additional jobs not indicated	Supplier Product Code:	First Offer - \$65.00	300 / hour	\$19,500.00	Y
12690-022--01-71	Formans helper	Supplier Product Code:	First Offer - \$80.00	200 / hour	\$16,000.00	Y

Code:

Bid Allowance

\$75,000.00

Supplier Total

\$4,788,905.00

TROPIC FENCE, INC.

Item: **Removal / Disposal of Fence**

Attachments

misc info.pdf

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022**DBA:**
Business Name: TROPIC FENCE CO INC**Receipt #:** 189-4516
Business Type: ALL OTHER TYPES CONTRACTOR
(SPEC BLDR FENCE ERECTION)**Owner Name:** STEVE NESPOLI
Business Location: 1864 NW 21 ST
POMPANO BEACH
Business Phone: 954-978-1250**Business Opened:** 01/06/1995
State/County/Cert/Reg: 84-3654-F-X
Exemption Code:**Rooms** **Seats** **Employees** **Machines** **Professionals**
20

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	0.00	0.00	0.00	54.00

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:STEVE NESPOLI
1864 NW 21 ST
POMPANO BEACH, FL 33069**Receipt #** WWW-20-00233265
Paid 08/30/2021 54.00**2021 - 2022****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

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Receipt # WWW-20-00233265
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OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

February 10, 2022

Ms. Lyn Tilley
TROPIC FENCE, INC.
1864 NW 21st Street
Pompano Beach, Florida 33069

Dear Ms. Tilley:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE and SBE programs within **thirty (30) days** from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following area:

NAICS CODE: 238990

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL
MCDONALD

Digitally signed by SANDY-
MICHAEL MCDONALD
Date: 2022.02.10 15:04:43
+05'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE
ANNIVERSARY DATE: FEBRUARY 28TH

FENCE ERECTION

84-3654-F-X
NESPOLI, STEVE - QUALIFYING
TROPIC FENCE, INC.
1864 NW 21 ST
POMPANO BEACH FL 33069
EXPIRES 08/31/2023



CERTIFICATE OF COMPETENCY

Detach and **SIGN** the reverse side of this card **IMMEDIATELY** upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

NESPOLI, STEVE
1140 SE 14th TERR
DEERFIELD BEACH FL 33441

**BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY**

FENCE ERECTION

CC# 84-3654-F-X
NESPOLI, STEVE - QUALIFYING
TROPIC FENCE, INC.
1864 NW 21 ST
POMPANO BEACH FL 33069
EXPIRES 08/31/2023

Passport
Size
Photo
(Optional)

Cardholder Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2022

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 Acentria Insurance - Fort Lauderdale 2430 West Oakland Park Blvd. Fort Lauderdale FL 33311		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 954-735-5500 FAX (A/C, No): 954-735-2852 E-MAIL ADDRESS: requests@acentria.com													
INSURED Tropic Fence, Inc. 1864 NW 21st Street Pompano Beach FL 33069		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Nationwide Insurance Company of America</td> <td>NAIC # 25453</td> </tr> <tr> <td>INSURER B: Allied Insurance Company of America</td> <td>10127</td> </tr> <tr> <td>INSURER C: FFVA Mutual Insurance Co.</td> <td>10385</td> </tr> <tr> <td>INSURER D: ALLIED Property and Casualty Insurance Company</td> <td>42579</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Nationwide Insurance Company of America	NAIC # 25453	INSURER B: Allied Insurance Company of America	10127	INSURER C: FFVA Mutual Insurance Co.	10385	INSURER D: ALLIED Property and Casualty Insurance Company	42579	INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 2030867357 **REVISION NUMBER:**

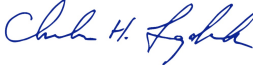
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y		ACPLGP3100175541	8/21/2021	8/21/2022	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 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		ACPBAL3100175541	8/21/2021	8/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			ACPCAP3100175541	8/21/2021	8/21/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC84000226342021A	8/21/2021	8/21/2022	☒ 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	Equipment Floater			ACPCIMP3100175541	8/21/2021	8/21/2022	Scheduled Equipment 142,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess liability is follow form over the general liability, automobile liability and employers liability. 30 days notice of cancellation applies.
City of Fort Lauderdale is Named as an Additional Insured on the General Liability / Auto as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale FL 33301	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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Policy Number: ACPBAL3100175541

BUSINESS AUTO
AC 01 02-FL 03 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENDORSEMENT FORM - FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. CHANGES FOR TRAILERS AND FARM EQUIPMENT

- Under SECTION I - COVERED AUTOS, the following are added to Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:
- "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching.
- Farm wagons or farm implements while being towed by a covered "auto".

B. CHANGES FOR ADDITIONAL NEWLY ACQUIRED VEHICLES

- Paragraph B.2 of SECTION 1 – COVERED AUTOS is replaced by the following:
- If Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is \$100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

C. BLANKET ADDITIONAL INSURED

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to an accident, other than a contract for the lease or rental of a vehicle is an "insured" for Liability Coverage, but only to the extent that person

or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II – LIABILITY COVERAGE of the Coverage Form

D. REPLACED EXCLUSIONS

The Expected or Intended Injury Exclusion IN SECTION II – LIABILITY COVERAGE is replaced by the following:

Expected or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the "insured". This exclusion applies even if the resulting "bodily injury" or "property damage":

- is of a different kind, quality or degree than initially expected or intended; or
- is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

E. ADDITIONAL EXCLUSIONS

The following exclusions are added to SECTION II – LIABILITY COVERAGE:

Damage to Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

Abuse or Molestation

"Bodily injury" or "property damage" arising out of:

- The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
- The negligent:
 - Employment;
 - Investigation;
 - Supervision;
 - Reporting to the proper authorities, or failure to so report; or

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- 5) Retention;
of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

Abuse means an act which is committed with the intent to cause harm.

Explosives

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

Rolling Stores

If a covered "auto" is a rolling store, "bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

Wrong Delivery of Liquid Products

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after the delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

Professional Services

"Bodily injury":

- a. Resulting from the providing or the failure to provide any medical or other professional services.
- b. Resulting from food or drink furnished with these services.

"Bodily injury" or "property damage" resulting from the handling of corpses.

F. MOTOR HOME CONTENTS COVERAGE

1. For a covered "auto" that is a motor home the following exclusions are added TO SECTION III – PHYSICAL DAMAGE:

Motor Home Contents

This insurance does not apply to:

- a. "Loss" to the covered "auto's" contents, except equipment usual to trucks or private passenger "autos".

- b. "Loss" to TV antennas, awnings or canopies.
- c. "Loss" to equipment designed to create added living facilities.

However, these exclusions do not apply if Miscellaneous Personal Property Coverage is provided by endorsement to this policy.

G. ACCIDENTAL AIRBAG DISCHARGE COVERAGE

Under Paragraph B.3.a. of SECTION III - PHYSICAL DAMAGE, the following is added:

Mechanical breakdown does not include the accidental discharge of an airbag.

H. PHYSICAL DAMAGE LIMIT OF INSURANCE

Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE INSURANCE is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of total "loss".
3. The cost of repairing or replacing may:
 - a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
 - b. Include a deduction for betterment for a part or parts that are normally subject to repair or replacement during the useful life of the "auto", such as, but not limited to tires and batteries.

Betterment means the difference between the actual cash value of a part immediately before the "loss" and the cost to replace that part with a new part.

AC 01 02-FL 03 08

I. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

The requirement in Loss Condition 2.a. Duties In The Even Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS that you must notify us of an “accident”, “claim”, “suit”, or “loss” applies only when the “accident”, “claim”, “suit”, or “loss” is known to :

1. You, if you are an individual
2. A partner, if you are a partnership;
3. An executive officer or the employee designated by you to give such notice if you are a corporation; or
4. A member, if you are a limited liability company.

J. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – BUSINESS AUTO CONDITIONS – B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

K. AUTOS HIRED OR RENTED BY EMPLOYEES

If hired or rented “autos” are covered “autos” on this policy, the following provisions apply:

A. Changes In Liability Coverage

The following is added to the Who Is An Insured Provision in SECTION II – LIABILITY COVERAGE:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a

contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

1. Any covered “auto” you lease, hire, rent or borrow; and
2. Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

L. EMERGENCY LOCKOUT – PRIVATE PASSENGER VEHICLES

We will reimburse you up to \$50 for reasonable expense incurred for the services of a locksmith to gain entry into your covered “auto” of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered “auto” and you are unable to enter such “auto”, or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

All terms and conditions of this policy apply unless modified by this endorsement.

AC 01 02-FL 03 08

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COMMERCIAL GENERAL LIABILITY
CG 73 23 12 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

B. Voluntary Property Damage

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability** coverages extended include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions**, Exclusion **g. Aircraft, Auto Or Watercraft** Paragraph (2) (a) is replaced with:

- (a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:

Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion **j. Damage To Property** is amended as follows:

- a. Paragraphs (3), (5), and (6) are deleted in their entirety.

- b. Paragraph (4) is deleted in its entirety and replaced with:

(4) Personal property in the care, custody, or control of the insured:

- (a) for storage or sale at premises you own, rent or occupy; or

- (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

- (1) Arising out of the disappearance or loss of use of personal property; or

- (2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

CG 73 23 12 16

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under **Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b** and **1.d.** are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** Paragraph **3.a.** is replaced with:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph **a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
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.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for “bodily injury”, “property damage”, or “personal and advertising injury”, caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

CG 73 23 12 16

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" 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 performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "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 survey services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds **a. – d.** described above, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds **a. – d.** described above:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. Primary and Noncontributory – Other Insurance Conditions

The following is added to the **Other Insurance** Condition and supersedes any provisions 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:

- a. The additional insured is a Named Insured under such other insurance; and

- b. 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.

I. Employee Bodily Injury To Another Employee
Under **Section II – Who Is An Insured** The following is added to Paragraph **2.a.(1):**

Paragraphs **2.a.(1) (a), (b) and (c)** do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. Broad Form Named Insured

Under **Section II – Who Is An Insured** The following is added to Paragraph **2.:**

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. Aggregate Limit Per Location

Under **Section III – Limits Of Insurance** the following is added to Paragraph **2:**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. Aggregate Limit Per Project

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph **2:**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

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M. Medical Payments

Under **Section III – Limits Of Insurance**, Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
- \$10,000; or
 - The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- The requirements in **Paragraph b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions**, Condition 6. **Representations** the following paragraph is added:

- Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions**, **8. Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

Q. Liberalization

Under **Section IV – Commercial General Liability Conditions**, the following paragraph is added:

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 your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions** Definition 3. "Bodily Injury" is replaced with:

- "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

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REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name: CITY OF FORT LAUDERDALE

Address: **100 N. ANDREW AVENUE**

FORT LAUDERDALE FL 33301

Contact: **COREY CALLIER, FACILITIES MANAGER**

Phone #: **954 828-5873** Email: **CCALLIER@FORTLAUDERDALE.GOV**

Contract Value: **TERM CONTRACT** Year: **2013 TO PRESENT**

Description: **ALL TYPE OF FENCES AND GATES. IT IS FOR MULIPTLE JOBS SO THE AMOUNT IS DIFFERENT EVERY JOB. IT IS ESTIMATED TO BE 1,000,000.00 OVER THE YEARS**

2. Company Name: CITY OF COCONUT CREEK

Address: **5295 JOHNSON ROAD**

COCONUT CREEK FL 33073

Contact: **CHAD HANCOCK**

Phone #: **954 956-1426** Email: **CHANCOCK@COCONUTCREEK.NET**

Contract Value: **OVER 100,000** Year: **THE LAST 10 YEARS**

Description: **ALL TYPES OF FENCE AND GATES. IT HAS BEEN FOR MULIPTE JOBS.**

3. Company Name: SCHOOL BOARD OF BROWARD COUNTY

Address: **3810 NW 10 AVENUE**

FORT LAUDERDALE FL 33309

Contact: **THOMAS DRAGNER**

Phone #: **754 321-4301** Email: **THOMAS.DRAGNER@BROWADSCHOOLS.COM**

Contract Value: **UNDETERMINED** Year: **1992 TO PRESENT**

Description: **MULIPTE JOBS AND TERM CONTRACTS FOR ALL TYPE OF FNECING AND GATES**

4. Company Name: STATE CONTRACTING & ENGINEERING

Address: **5391 N. NOB HILL ROAD**

SUNRISE, FL 33020

Contact: **PAUL CARTY**

Phone #: **954 923-4747** Email: **PCARTY@STATECONTRACTING.COM**

Contract Value: **38,500.00** Year: **2019-2020**

Description: **FENCE AT GATES AT HIALEAH GARDENS LIBRARY. ALSO HAVE WORKED WITH STATE CONTRACTING FOR OVER 10 YEARS ON VARIOUS FENCE AND GATE PROJECTS.**

5. Company Name: PALM BEACH COUNTY

Address: **2300 N. JOG ROAD**

BOYNTON BEACH FL 33437

Contact: **MIKE RAWLS**

Phone #: **561 684-4167** Email: **MRAWLS@PBGOV.ORG**

Contract Value: **TERM CONTRACTS** Year: **1998 TO PRESENT**

Description: **ALL TYPE OF FENCES AND GATES. IT IS FOR MULIPTLE JOBS SO THE AMOUNT IS DIFFERENT EVERY JOB. IT IS ESTIMATED TO BE 1,000,000.00 OVER THE YEARS.**

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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5.15 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

NONE

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Steve Nespoli
Authorized Signature

Vice President
Title

Steve Nespoli
Name (Printed)

06/13/2022
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Steve Nespoli
Authorized Signature

Steve Nespoli, Vice President
Print Name and Title

06/13/2022
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☐ Visa

TROPIC FENCE INC

Company Name

Steve Nespoli

Name (Printed)

06/13/2022

Date

Steve Nespoli

Signature

tropicfence@bellsouth.net

Title

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **Bid #12493-512**

Project Description: **Fence, Chain Link and Picket, Annual Contract**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **Tropic Fence Inc**

Authorized Company Person's Signature: **Steve Nespoli**

Authorized Company Person's Title: **Vice President**

Date: **06/13/2022**

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **TROPIC FENCE INC** (Optional): **59-2642924**

Address: **1864 NW 21ST**

City: **POMPANO BEACH** State: **Florida** Zip: **33069**

Telephone No.: **954 978-1250** FAX No.: **954 960-1432** Email: **tropicfence@bellsouth.net**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **7 - 10**

Total Bid Discount (**section 1.05 of General Conditions**): **0**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☒

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
n-a	n-a				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

DELEVERY TIME MAY VARY DEPENDING ON THE URGENCY OF THE JOB AND THE AVAILABILITY OF MATERIALS.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Steve Nespoli
Name (printed)

06/13/2022
Date

Steve Nespoli
Signature

VICE PRESIDENT
Title

Revised 4/28/2020



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov

August 17, 2023

Tropic Fence, Inc.
Attention: Authorized Signor
1864 NW 21st Street
Pompano Beach, FL 33069

Email: tropicfence@bellsouth.net

SUBJECT: Renewal of Term Contract for ITB 12690-022-3; Fence, Chain Link and Picket, Annual Contract, Amendment 1

Dear Authorized Signor,

The subject Contract will expire on September 5, 2023.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties be renewed for an additional twelve (12) months period. The City would like to exercise the right to renew this Contract for an additional year at the existing pricing, terms, and conditions. **Once renewed, the new contract expiration date will be September 5, 2024.**

Please indicate your approval of this offer by having an authorized officer of your firm execute the **ACCEPTANCE** portion below and return it by email to Marie Flynn at mflynn@fortlauderdale.gov.

Upon complete execution of the below, this Amendment will be your official notice that the Contract has been extended for one (1) year. **Please ensure any required Insurance Certificates are current and a copy is attached to your response.**

Thank you for your immediate attention to this matter.

Sincerely,

On behalf of:

Glenn Marcos, CPPO, CPPB, FCPM, FCPA
Chief Procurement Officer/
Assistant Finance Director-Procurement and Contracts



Digitally signed by
David Clemente
Date: 2023.08.18
12:23:17 -04'00'

ACCEPTANCE

By Lyn Tilley
Official Signature

Lyn Tilley Controller
Name Title

08/18/2023
Date



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov

August 26, 2024

Tropic Fence, Inc.
Attention: Lyn Tilley
1864 NW 21st Street
Pompano Beach, FL 33069

Email: tropicfence@bellsouth.net

SUBJECT: Renewal of Term Contract for INFOR No. 302 (12690-022-3); Fence, Chain Link and Picket, Annual Contract, Amendment 2

Dear Ms. Tilley,

The subject Contract will expire on September 5, 2024.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties be renewed for an additional twelve (12) months period. The City would like to exercise the right to renew this Contract for an additional year at the existing pricing, terms, and conditions. **Once renewed, the new contract expiration date will be September 5, 2025.**

Please indicate your approval of this offer by having an authorized officer of your firm execute the **ACCEPTANCE** portion below and return it by email to Marie Flynn at mflynn@fortlauderdale.gov.

Upon complete execution of the below, this Amendment will be your official notice that the Contract has been extended for one (1) year. **Please ensure any required Insurance Certificates are current and a copy is attached to your response.**

Thank you for your immediate attention to this matter.

Sincerely,



Digitally signed by David Clemente
DN: cn=David Clemente, o=City of
Fort Lauderdale, ou=Procurement
and Contracts,
email=dclemente@fortlauderdale.gov,
c=US
Date: 2024.08.28 15:15:18 -04'00'

On behalf of:

Glenn Marcos, CPPO, CPPB, FCPM, FCPA
Chief Procurement Officer/
Assistant Finance Director-Procurement and Contracts

ACCEPTANCE

By *Lyn Tilley*
Official Signature **LYN TILLEY**
CONTROLLER

Name _____ Title _____
Date 8/27/24

TOWN OF JUPITER
Purchase of JFRD Command Staff Vehicle



DATE	May 6, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Kevin Martin, Division Chief of Logistics
SUBJECT	Approving a purchase order to Duval Ford for the purchase of a Fire Command Staff vehicle for an amount of \$63,695.00

EXECUTIVE SUMMARY

Fire Rescue staff is requesting the Town Council's approval of the purchase of a 2025 Ford Expedition Active SUV equipped for \$63,695.00. Funds have been budgeted in the Fire Rescue Contingency Budget for FY 2025.

ANALYSIS

In accordance with the Town's Purchasing Policy, each component of the vehicle purchase will be as follows:

1. The vehicle will be purchased and outfitted with emergency lights under the 2024-25 Florida Sheriffs Association (FSA) State Cooperative Bid No. FSA 24-VEL32.0 effective 10/1/2024 through 9/30/2025. The FSA follows a detailed competitive bidding process. A copy of the vehicle pricing, including the emergency lighting package, is attached.
2. The vehicle will also have a digitally printed and laminated wrap in blue and teal with a reflective chevron pattern installed on the rear to match the side design. This work will be completed by a Town-approved vendor, Ace Tint-Signs-PPF, and pricing is attached.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Safety
- Organizational Excellence

ATTACHMENTS

1. Pricing for 2025 Ford Expedition Active JFRD Command Staff Vehicle with installed emergency lighting package
2. Pricing for Vehicle wrap 2025 Ford Expedition Active JFRD Command Vehicle
3. Florida Sheriffs Association Cooperative Purchasing Program Light Vehicle Pricing FSA 24-VEL-32

FUNDING SOURCE

Approved in Budget \$63,695.00

Sources: FY 2025 Fire Rescue
Contingency Budget
(04534022-599001)

Additional Funding Requested \$

Sources:

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



Jupiter Fire Rescue Department

Prepared for:

Jupiter Fire Rescue Department

Kevin Martin, Division Chief

kevinm@jupiter.fl.us

561-741-2482

Contract Holder

Duval Ford

Jared Davis

(Work) 904-388-2144

(Fax) 904-387-6816

jared.davis@duvalmotor.com

405 Lane Avenue North

Jacksonville, FL 32258

REV: 4/15/2025



We appreciate your interest and the opportunity to quote. Pricing references the **FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32**. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

Labor: Rate/ Hr \$90	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	U1H SOUTH	Item 223: Ford Expedition Active Regular Length	\$ 53,861.00	\$ 53,861.00
	1	YZ	Oxford White	\$ -	\$ -
	1	VE	Dark Gray ActiveX interior	\$ -	\$ -
	1	998.44U	3.5L Ecoboost/10-spd auto	\$ -	\$ -
	1	X15	3.31 regular axle	\$ -	\$ -
0	1	SO LED 6	F-150 INTERIOR LIGHTBARS + PERIMETER LIGHTING - FIRE: RED/WHITE ALTERNATING A: (2) SOUNDOFF: 3" mpower fascia stud mount EMPS1SLS3(y) (DUAL COLOR) Location: Grille B: (2) SOUNDOFF: XF flush mount EXFS10002-(Y) (DUAL COLOR) Location: Bottom half of split-gate C: (1) SOUNDOFF: nFORCE interior lightbar front and rear D: (1) SOUNDOFF: M Power Traffic Advisor (rear) E: (1) SOUNDOFF: Handheld nERGY 400 series siren handheld ETSA462HPP Location: In cab F: (1) SOUNDOFF: 100J Series composite speaker ETSS100J Location: behind grille	\$ 4,704.00	\$ 4,704.00
3	1	EL3PD08B10R	UltraLITE Plus Exterior LED Directional/Warning Bar - 8 Module w/ Amber Center Modules & Single Warning Ends (flash independent from arrow) includes Universal L-Brackets w/ 14 ft of wire for hardwire installation - Red Warning Ends--Installed behind rear glass	\$ 562.00	\$ 802.00
0	1	TX	Stock Sourcing: This amount represents costs associated with reassignment, dealer transfer and re-invoicing a serialized vehicle from retail inventory, eliminating the requirement for order. Due to dealer allocation, and commodity restraints, not all vehicles qualify. When vehicles are sourced from secondary locations, additional freight for logistics may be added at \$3 per mile.	\$ 1,295.00	\$ 1,295.00
0	1	RKE	Programmed Integrated Key Transmitter Fob	\$ 315.00	\$ 315.00
0	1	WT 3	Weather Tech Laser Cut Floor Mats For 7 Passenger Expedition- 4 Piece (4416651, 4416654)	\$ 325.00	\$ 325.00
0	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$ 125.00	\$ 125.00
0	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$ 68.00	\$ 68.00
0		TOTAL LABOR HOURS			
		Additional Notes	Due to length of vehicle and lack of rear viz on lightbar, I've quoted this as an inner lightbar package. I can adjust to an exterior with an additional traffic advisor if still desired.		
UNIT COST					\$ 61,495.00
TOTAL QUANTITY				1	
				TOTAL PURCHASE	\$ 61,495.00

STANDARD EQUIPMENT

Expedition SE 1	MECHANICAL ● 3.73 Electronic Locking Differential ● 9.75 Axle ● Engine – 3.5L EcoBoost® V6 Engine ● Power Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS) ● Transmission – 10-Speed Automatic w/ SelectShift® Capability ● 4-Wheel Independent Suspension ● Electric Power-Assisted Steering ● Trailer Sway Control ● Engine Block Heater
Expedition SE 2	EXTERIOR ● Beltline Molding – Polished Stainless Steel ● Bumpers – Front Body Color Painted Upper / Rear Lower Molded-in-Color ● Configurable Daytime Running Lamps (DRL) ● Door Handles – Body Color ● Easy Fuel® Capless Fuel Filler ● Exhaust – Single ● Grille – Carbon Black Molded-in-Color Surround w/ Ebony Painted Bars ● Liftgate Flood Light ● Fixed Air Dam – Front ● Ford Split Gate ● Privacy Glass – Second Row, Third Row and Liftgate ● Rear Spoiler ● Roof-Rack Side Rails – Black ● Running Boards, Platform – Black ● Skid Plates ● Spare Wheel – 18" Steel (includes 265/70/18 A/T BSW tire) ● Tailgate – Lower, Manual ● Taillamps – LED with Metalized Bezel ● Tailgate Appliqué – Black ● Tires — P265/70R18E All-Terrain (A/T) BSW ● Underbody Deflector ● Wheels – 18" X 8.5" Dark Alloy Painted Aluminum ● <u>Windshield Wipers – Intermittent Front and Rear w/ Washer</u>
Expedition SE 3	INTERIOR/COMFORT ● Cargo Bin ● Cargo Tailgate Manager ● Console/ette – Black Molded-in-Color w/ Cupholder ● Climate Control — Cabin Particulate Air Filter — Tri-Zone Automatic Temperature Control (Dual Auto Front w/ Auto Rear) — Rear Auxiliary Manual Controls – Third Row ● Coat Hooks (4) – Second Row (2), Third Row (2) ● Beverage Holders (15) – Front Row, six (6), Second Row, six (6), Third Row, three (3) ● Dark Car (Interior Lights Deactivation)[1] (Late Availability) ● Fixed Foot Pedals ● Floor Covering – Vinyl ● Grab Handles – Front Row, Second Row Pillar and Headliner Mounted ● Lighting — Front Overhead Console Mounted Map Lights — Illuminated Entry System with Theater-Dimming Feature — Illuminated Interior Liftgate — Rear Cargo Area Light — Second and Third Row Dome Lights ● Overhead Console with Sunglass Storage ● Powerpoints (12V) – four (2) — Front row; one (1) in center stack, one (1) in front center console main bin — Second row; one (1) in rear section of center console — Rear Cargo Area; one (1)
Expedition SE 4	INTERIOR/COMFORT (continued) ● Prismatic Rearview Mirror ● Scuff Plates – (Front and Rear) ● Seats (Refer to the Color & Trim Availability section for additional information) — Five (5) – Passenger — Front Row – Cloth Captain's Chairs — Front Row – 8-way Power Driver Seat and 4-way Manual Passenger — Second Row – Cloth 40/20/40 CenterSlide® (Folds Flat) with Manual Recline ● Windshield Humidity Sensor on Glass (Under Beauty Cover) ● Shifter — Rotary Gear Shift Dial ● Sliding Sun Visors with Illuminated Vanity Mirrors (Driver and Passenger) ● Steering Column — Power Tilt/Telescoping Steering Column — Steering Wheel – Wrapped ● Audio and Cruise Controls ● Storage — Bins, Third Row — Glove Box ● USB Ports: — Smart Charging Multimedia USB Ports ○ First Row – Two (2) "C + C" in instrument panel — Charging USB Ports, First Row – Two (2) "C + C" in instrument panel

Expedition SE 5	SAFETY EQUIPMENT ● AdvanceTrac® w/RSC® (Roll Stability Control™) ● Airbags — First Row: Driver and Passenger Dual Stage and Front-Seat Mounted Side-Impact — All Rows: Safety Canopy® Side-Curtain with Rollover Sensor ● Automatic Emergency Braking (AEB) ● Center High-Mounted Stop Lamp (CHMSL) ● Door Locks — Power — Autolock/Autounlock — Child-Safety Rear ● Electronic Stability Control ● Front Row Head Restraints – 2-way Manually Adjustable ● Headlamps — LED Reflector with Black Bezel — Signature Lighting ● Fleet Only Note: Not compatible with radio equipment that operates in the 39-46 MHz frequency range (VHF Low Band – Channels 1-9) ● Individual Tire Pressure Monitoring System (ITPMS) ● LATCH (Lower Anchors and Tether Anchors for Children) on all Second Row and Third Row Outboard Side Seating Positions ● Mirrors, Sideview – Manual-Folding, Power and Heated Glass, and High Gloss Black Caps ● Perimeter Alarm (includes Securilock Passive Anti Theft System (PATS)) ● Personal Safety System™[1] ● Post Impact Braking (PIB) ● Rear Window Defroster and Washer ● Safety Belts — Front Row – Belt-Minder® (Front Safety Belt Reminder) — Front Row – Adjustable Height — Second and Third Rows – Outboard and Center Seat Shoulder ● Rear Seat Occupant Alert (RSOA) ● SBC Post-Crash Alert System
Expedition SE 6	ADVANCED DRIVER ASSISTANCE SYSTEMS ● Ford Co-Pilot360® Assist 2.0— 360-Degree Camera— Adaptive Cruise Control (ACC) ○ Lane Centering ○ Predictive Speed Assist ○ Stop & Go— AEB (Automatic Emergency Braking) Oncoming — Auto High Beams — Blind Spot Assist — BLIS® with Cross-Traffic Alert / BLIS® with Trailer Coverage — Evasive Steer Assist— Front and Rear Parking Sensors — Lane-Keeping System ○ Lane-Keeping Alert ○ Lane-Keeping Assist ○ Driver Alert ○ Road Edge Protection — Intersection Assist ○ Pedestrian Protection ○ Forward Collision Warning ○ Dynamic Brake Support — Pro-Trailer Hitch Assist — Post-Collision Braking — Rear View Camera ○ Rear Camera Wash — Reverse Brake Assist — Trailer Backup Assist ● Headlamps — Autolamps (Automatic On/Off)
Expedition SE 7	FUNCTIONAL ● Audio[1] — SiriusXM® with 360L[2] ○ Super Categories / Live Sports Categories ○ "For You" Recommendations ○ SiriusXM Listener Profiles Note: With AM/FM Stereo, Six (6) Speakers and Speed Compensated Volume Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. — MP3 Capable — Six (6) Speakers — Speed-Compensated Volume
Expedition SE 8	FUNCTIONAL (continued) ● Axle – Refer to the Axle Availability Table ● Electric Power-Assisted Steering (EPAS) ● FordPass™ Connect ● Front and Rear Independent Suspension ● Hill Descent Control™ (4x4 only) ● Hill Start Assist ● Ford Digital Experience[3] — Alexa Built-In — Apple CarPlay® and Android Auto™ Wireless Compatibility — Google Assistant, Google Maps and Google Play Store — 911 Assist® — Pinch-to-Zoom Capability ● Instrument Panel Cluster — 24" Screen with 13.2" Controller — Digital Display — Message Center — Outside Temperature Display — Trip Computer ● Keyless Entry — Fob with Push-Button Start – Two (2) ● PATRO (Police Accessory Independent Timed-Release Output) tied to Ford Split Gate release switch. Button located in overhead console[4] (Late Availability) ● Remote Start Note: Remote Start is late availability on Active Touring Edition 202A, King Ranch (400A), and Platinum (600A)



561.337.4755
AceCustomSigns.com
Instagram #acecustomsigns
1300 Old Dixie Hwy, Suite 103
Lake Park, FL 33403

Name/Address
Town Of Jupiter 210 Military Trail, Jupiter, FL 33458 Chief Martin 561-741-2482

Date	Estimate No.
04/16/25	4907

Item	Description	Quantity	Cost	Total	Tax
SIGNS	Design, Produce and install wrap on Jupiter 2025 Ford Expedition - digitally printed and laminated blue and teal with reflective chevron on rear to match design on side as Interceptor design - Sales Tax	1	2,200.00 7.00%	2,200.00 0.00	
			Total	\$2,200.00	

25-706

Florida Sheriff's Association Contract

FSA24-VEL32.0 / Pursuit, Administrative, & Other Vehicles

Effective: 10/1/2024 thru 9/30/2025

[FSA Cooperative Purchasing Program \(flsheriffs.org\)](https://flsheriffs.org)

Follow the purchasing instructions and remember to send a copy of your purchase order the FSA Cooperative Purchasing Program at **COOP@FlSheriffs.org**.

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

DATE: 02/07/2023

TO: Jennifer Barker, County Manager

THRU:

Joseph Blackwell, Office Of Fleet Management Director

Ron Falanga, Office Of Procurement Services Director

BY: Gretchen Bechtel, Contracting Officer II

SUBJECT: Florida Sheriffs Association Contracts for Heavy Equipment/Trucks and Other Vehicles

MEETING DATE: 3/14/2023

ITEM TYPE: Consent Item

ITEM ID: 21731

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. To utilize Florida Sheriffs Association Contract FSA20-EQU18.0 Heavy Equipment, Contract FSA22-VEH20.0 Heavy Trucks and Buses, and Contract FSA22-VEL30 Pursuit, Administrative and Other Vehicles and all successor contracts for as-needed purchases approved in the annual budget process; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact cannot be determined at this time. Annual expenditures will not exceed available funding in the fiscal year budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Fleet Management and the Public Works Department, recommend approval to utilize Florida Sheriffs Association (FSA) contracts FSA20-EQU18.0 - Heavy Equipment, FSA22-VEH-20.0 - Heavy Trucks and Buses, and FSA22-VEL30.0 - Pursuit, Administrative and Other Vehicles and all successor contracts for the purchase of heavy equipment, heavy trucks, and other motorized vehicles as approved in the using department's annual budget process. Approval to utilize these contracts allows the County to combat motorized vehicle shortages with swift procurement abilities using aggressive pricing from the FSA contracts.

The Florida Sheriff's Association has awarded the listed term contracts to various vendors throughout Florida. These contracts are based on large volume quantities and offer lower pricing than can be realized through regular avenues. Market conditions for vehicle and equipment commodities continue to be volatile, making it increasingly difficult to procure vehicles without instant approval for the purchase. All orders shall be placed utilizing the best valued contracts by the respective departments with market research being completed as appropriate and within the department's annual budget.

2022 fiscal year expenditures for each contract:

Heavy Equipment \$169,154 (expenditure),

Heavy Trucks and Buses \$294,693 (expenditure),

Pursuit, Administrative and Other Vehicles \$0. (expenditure)

Fiscal Impact:

Account No.:

Advertised Date:

Paper:

Attachments:

1.	Contract FSA20-EQU18.0_Heavy Equipment_Amend FSA_Terms__Conditions (1)
2.	Contract FSA20-EQU18.0_Heavy Equipment_CPP_Heavy_Equipment_Contract_Amendment
3.	Contract FSA22-VEL30.0_Pursuit Vehicle__Heavy_Trucks_22-24_v.12

STAFF APPROVALS AND DATES:

Gretchen Bechtel	Created/Initiated - 2/7/2023
Ron Falanga	Approved - 2/9/2023
Sandy Beckett	Approved - 2/9/2023
Kerri Andrews	Approved - 2/9/2023
Roberto Rodriguez	Approved - 2/14/2023
Joseph Blackwell	Approved - 2/15/2023
David Eichinger	Approved - 2/15/2023
Fred Schneider	Approved - 2/15/2023
Allison Teslia	Approved - 2/15/2023
Melanie Marsh	Approved - 3/3/2023
Jennifer Barker	Approved - 3/3/2023
Misty Spahn	Final Approval - 3/7/2023

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

FSA Cooperative Purchasing Program



FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles Contract Packet



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

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

NOTICE OF FINAL AWARD CONTRACT FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles

Date: October 1, 2024

To: All Prospective Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Director of the Cooperative Purchasing Program

Re: Contract Number FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Pursuit, Administrative, and Other Vehicles. This contract is in effect beginning October 1, 2024, through September 30, 2025.

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Administrative Sedans
- Cab and Chassis Trucks: 1 Ton (DRW) 4x2
- Cab and Chassis Trucks: 1 Ton (DRW) 4x4
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4
- Cargo & Passenger Vans Medium/High Roof
- Cargo & Passenger Vans Standard/Low Roof
- Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans
- Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles
- Electric Bikes & Transporters
- Pickup Trucks – 4x2

- Pickup Trucks – 4x4
- Pursuit Rated & Pursuit Hybrid Vehicles
- Special Service Vehicles
- Utility & Hybrid Utility Vehicles – 4x2
- Utility & Hybrid Utility Vehicles – 4x4 and AWD

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

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on April 1, 2024, and within the Florida Administrative Register on April 1, 2024, and May 1, 2024.

From the ITB, thirty-two bidders completed the pre-bid process. Of these respondents, twenty-six submitted bids. Nineteen responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

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

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

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

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

List of Intended Awards in Alphabetical Order:

1. Bachrodt FT, LLC. DBA Palmetto Ford of Miami
2. Bozard Ford
3. Carl Black of Orlando, LLC.
4. Duval Ford, LLC.
5. ETR, LLC.
6. Florida Transportation Systems, Inc.
7. Garber Ford, Inc.
8. Garber Chevrolet Buick GMC, Inc.
9. Garber Chrysler Dodge Truck, Inc.
10. Matheny Fire & Emergency
11. Recon Power Bikes
12. SAG Cocoa, LLC.
13. Seminole Toyota

14. Step One Automotive DBA Kia Ft. Walton Beach
15. Tampa Truck Center
16. Terry Taylor's DeLand Nissan, Inc.
17. Tesla
18. Treaty Oak Outdoors, LLC.
19. Woody Folsom of Douglas, Inc.

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

TOWN OF JUPITER
Approving the Town's 2025 Neighborhood Matching Grant for Egret Cove at Maplewood
in the amount of \$5,000



DATE	May 6, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Satu Oksanen, Neighborhood Services Manager
SUBJECT	Approving the Town's 2025 Neighborhood Matching Grant for Egret Cove at Maplewood in the amount of \$5,000

EXECUTIVE SUMMARY

The Town received 6 applications for the 2025 Matching Grant program. After careful deliberation, staff determined the applications to be eligible for funding in the amount of \$29,017 to leverage \$79,315 in neighborhood projects. All the applications were brought before the Council on April 15, 2025 meeting for approval. Bella Vista, Jupiter Lakes Townhomes, The Island of Abacoa, and Marina at the Bluffs were approved at the requested levels. Town Council asked that Egret Cove at Maplewood and Valencia at Abacoa be brought back individually at a later meeting for approval. Egret Cove at Maplewood had applied for \$5,000. Valencia has since withdrawn its application with the intent to apply again next year.

The annual Neighborhood Matching Grant cycle opened in early February and closed on March 14, 2025 with a budget of \$50,000. The purpose of the Town's Matching Grant Program is to provide grants for visible neighborhood beautification projects and/or safety/security enhancements to leverage private funding. Matching Grants (up to \$5,000) require an equal or greater match, which can consist of cash, donated materials, and/or labor. Homeowners Associations and Neighborhood Groups can apply every four years.

An announcement of the grant opportunity was advertised at the Centennial Jubilee, highlighted on social media and in the Town Times, and a grant workshop was held February 20, 2025 in the Police Department Community Room. In addition, Neighborhood Services staff was available by appointment to help with proposals. Staff spoke to and met with several applicants.

A Matching Grant Review Committee, comprised of seven staff members from Code Compliance, Neighborhood Services, Planning & Zoning, Police Department and Natural Resources, met March 20, 2025 to discuss the grant proposals and funding levels. Staff determined all projects were eligible for funding by utilizing a rating matrix.

After careful deliberation, 6 Matching Grants were eligible to be funded at the following requested amounts:

- Bella Vista \$5,000
- Egret Cove at Maplewood \$5,000
- Jupiter Lakes Townhomes \$5,000
- The Island at Abacoa \$5,000

- The Marina at the Bluffs \$4,017
- Valencia at Abacoa \$5,000

A description of each project can be found in Attachment 1.

ANALYSIS

Staff determined that Egret Cove at Maplewood is eligible for funding at the requested level of \$5,000. If approved, the funding will come from the Matching Grant Budget (\$50,000). The Matching Grant Program will remain open for other eligible applications until the end of the fiscal year and/or the remaining funds from 2025 are expended.

STRATEGIC PRIORITY

- Unique, Small Town Feel

ATTACHMENTS

1. 2025 Application summary chart
2. Blank Rating Matrix 2025
3. 2025 Points Distribution

FUNDING SOURCE

Approved in Budget \$ 50,000

Sources: 00120212-548003
(Neighborhood Enhancements)

Additional Funding Requested \$

Sources:

For more information or copies of the attachments, please contact Satu Oksanen, Neighborhood Services Manager, at SatuO@jupiter.fl.us or 561-741-2524.

2025 Neighborhood Matching Grants Received					
Neighborhood	Project	Grant category	Total cost of project	Amount requested	Comments
The Marina at the Bluffs	Lights to the entrance, removal of exotics and replacement with native plants. Thin the palm tree. Remove all vines from oak trees.	Beautification	\$ 8,035.00	\$ 4,017.00	Removal of planted oyster plants is not exotics removal; however, Town supports planting of native plants.
Jupiter Lakes Townhomes	Replacement of the existing, original dilapidated mailboxes	Safety/ Beautification	\$ 14,050.00	\$ 5,000.00	No community input attached in application. However, it is clear that the mailboxes are in need of replacement.
Valencia at Abacoa HOA	Replenish the soil for their 25-year-old oak trees and plant native plants that can thrive around the oak trees.	Beautification	\$ 24,255.00	\$ 5,000.00	Scope of the work is a deviation from the approved landscape plan. Therefore, a condition should be placed to work with Planning & Zoning to determine if a site plan amendment is needed.
Egret Cove at Maplewood	Repair of a 30-year old parameter wall including repair cracks, remove rusted bands, seal and paint concrete wall and columns along Maplewood Avenue. Clean and paint all aluminum fencing and gates along Maplewood Avenue and around community pool area. Paint Egret Cove sign.	Beautification	\$ 12,000.00	\$ 5,000.00	Reinforcing the wall is a safety issue, not beautification, and vital in case of a car accident.
Bella Vista	Upgrade and enhance the outdoor common area lighting. Specifically, the entrance to Bella Vista on Palm Avenue, the roundabout, and the entry to the pool and clubhouse area. Current lighting in these areas is inadequate and presents both safety and security concerns.	Safety	\$ 10,925.00	\$ 5,000.00	Improving lighting will deter crime. Neighborhood is very dark.
The Island at Abacoa	Replacement of a deteriorated swing set at a community playground after 20 years in use.	Beautification	\$ 10,050.00	\$ 5,000.00	Resident petition; highly used area.

\$ 79,315.00 \$ 29,017.00

Reviewer Name:

Date:

2025 NEIGHBORHOOD MATCHING GRANTS RATING MATRIX

Funds are available to homeowner associations and/or neighborhood groups located in the Town of Jupiter to enhance the external appearance or the safety/security of their community. The project must be a benefit to not only the Community but the entire Town, and not be routine maintenance.

Each Applicant was required to provide the following:

1. Detailed description of the project (including pictures)
2. Detailed line item budget & 3 bids
3. Letters of support/petition from residents or meeting minutes where project was discussed and approved
4. All questions on the application answered thoroughly and in detail

NAME OF DEVELOPMENT: _____**PROJECT DESCRIPTION**

UP TO 30 POINTS _____

- *Applicant provided a description of the project, its location, and information about if it is part of a greater improvement plan. Applicant included a map and a landscape plan, if applicable.*

BENEFIT TO TOWN

UP TO 30 POINTS _____

- *The project will benefit the Town and its residents. It will be visible to adjacent communities, and it will have a long-lasting positive effect on the neighborhood.*

COMMUNITY INPUT

UP TO 20 POINTS _____

- *The community contributed to the design of the project and/or will help implement the project. Must include letters of support and/or signed petition; meeting minutes.*

BUDGET DETAILS

UP TO 20 POINTS _____

- *Applicant provided a budget of how the funds/match will be used and 3 apples-to-apples bids.*

TOTAL POINTS AWARDED:

_____/100

Comments:

2025 Matching Grant Program - Points Distribution

Committee Results (Average number of points received)

Neighborhood	Project Description (30 points)	Benefit to Town/ Neighborhood (30 points)	Community Input (20 points)	Budget Details (20 points)	Total Points (100 max. points)
Bella Vista	25.00	27.00	19.00	15.00	86.00
Egret Cove at Maplewood	28.00	28.00	20.00	20.00	96.00
Jupiter Lakes Townhomes	28.00	26.00	10.00	20.00	84.00
The Island at Abacoa	28.00	25.00	20.00	19.00	92.00
The Marina at the Bluffs	28.00	19.00	15.00	20.00	82.00
Valencia at Abacoa HOA	24.00	17.00	16.00	20.00	77.00
RANKINGS (1-6)	Rank				
Egret Cove at Maplewood	1				
The Island at Abacoa	2				
Bella Vista	3				
Jupiter Lakes Townhomes	4				
The Marina at the Bluffs	5				
Valencia at Abacoa HOA	6				

TOWN OF JUPITER
Second Amendment to the Town Manager Contract for Employment



DATE	May 6, 2025
TO	Honorable Mayor and Members of Town Council
THRU	Kate Moretto, Assistant Town Manager
FROM	Ashley Wilson, Human Resources Director
SUBJECT	Resolution 64-25, Approving a Second Amendment to the Employment Agreement for Town Manager with Frank J. Kitzerow

EXECUTIVE SUMMARY

Approval of Resolution 64-25 authorizes the Second Amendment to the Employment Contract with Town Manager Frank J. Kitzerow.

ANALYSIS

The existing three-year contract (Attachment 1) for employment with Town Manager Frank J. Kitzerow was executed on May 17, 2022 and expires on May 17, 2025. This contract was amended on September 19, 2023 (Attachment 2). If Resolution 64-25 is approved, the Mayor will be authorized to execute a the second amendment of the contract on behalf of the Town Council reflecting the agreed upon term and parameters.

STRATEGIC PRIORITY

- Fiscal Responsibility
- Organizational Excellence

ATTACHMENTS

1. Employment Contract Frank J.Kitzerow
2. 1st Amendment to Employment Contract FJ Kitzerow
3. Resolution 64-25
4. 2nd Amendment Employment Contract FJ Kitzerow

FUNDING SOURCE

Funding is available in the General Fund Operating Budget, Office of the Town Manager.

For more information or copies of the attachments, please contact Ashley Wilson at ashleyw@jupiter.fl.us or 561-741-2341.

EMPLOYMENT AGREEMENT FOR TOWN MANAGER OF THE TOWN OF JUPITER

THIS EMPLOYMENT AGREEMENT FOR TOWN MANAGER OF THE TOWN OF JUPITER (the Agreement) is made and entered into this 17 day of May, 2022, by and between the **TOWN OF JUPITER**, a municipal corporation of the state of Florida, by and through its Town Council (the "TOWN") and FRANK J. KITZEROW (the "MANAGER").

WHEREAS, the TOWN desires to retain the MANAGER to serve the Town Council in accordance with Article V, Section 5, of the TOWN's Charter; and

WHEREAS, the TOWN and the MANAGER desire to establish those benefits and conditions of employment regarding the MANAGER's employment; and

WHEREAS, except as otherwise specifically provided herein, the MANAGER shall have and be eligible for the same benefits as are provide to all non-public safety employees of the TOWN.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the TOWN and the agree as follows:

SECTION 1. EMPLOYMENT AND DUTIES

The TOWN hereby agrees to hire the MANAGER, effective May 17, 2022, for a three year term ending May 17, 2025. Either party may give notice of its intention to renew the Agreement for an additional three year period upon 60 days written notice to the other. The MANAGER, shall serve at the pleasure of the TOWN Council, and shall have the power and authority, and fulfill all duties pursuant to Article V, Section 5, of the TOWN's Charter, and the Jupiter Code of Laws and Ordinances of the TOWN. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the TOWN to terminate the employment of the MANAGER at any time, subject to the provisions of this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the MANAGER to resign at any time, subject to the provisions of this Agreement.

SECTION 2. TERMINATION BY TOWN COUNCIL

A. Termination for Cause:

1. The TOWN, by majority consensus of the membership of the council may terminate the employment of the MANAGER with immediate effect in the event the MANAGER is convicted of any illegal act or otherwise found to be in violation of any statute governing public officers or employees by the appropriate judicial or administrative authority.
2. The TOWN, by majority consensus of the membership of the council, may terminate the employment of the MANAGER for cause in the event the

MANAGER fails to carry out the provisions of this Agreement, fails to carry out the duties set forth in Article V, Section 5 (d) of the Town Charter, or is generally insubordinate. The process for removal of the MANAGER for cause shall be as provided for in the Town Charter, Article V, Section 5 (b).

3. In the event the TOWN terminates the MANAGER for cause, the TOWN shall have no obligation to pay any severance and the MANAGER shall receive only the salary and benefits accrued as of the date of termination.
4. Termination Without Cause: The TOWN, by majority vote of the membership of the council, may terminate the employment of the MANAGER without cause in accordance with the process set forth in Article V, Section 5 (b) of the Town Charter. In the event the TOWN terminates the employment of the MANAGER without cause, the MANAGER shall be entitled to severance consisting of 20 weeks salary, and accrued benefits and COBRA insurance for up to 20 weeks.

SECTION 3. RESIGNATION BY MANAGER

In the event the MANAGER resigns his position with the TOWN, the MANAGER shall not be entitled to the compensation and benefits as described in Sections 4 and 7 A herein. The MANAGER shall give the TOWN at least 60 days written notice in advance, unless waived by the TOWN in its sole discretion. The MANAGER shall receive only the salary and benefits accrued as of the date of termination.

SECTION 4. COMPENSATION

- A. The initial base salary of the MANAGER shall be \$225,000, per annum.
- B. The salary shall be paid in bi-weekly installments.
- C. At the end of each performance review period, the TOWN may authorize a salary increase for the MANAGER of up to 2.5%, provided that the MANAGER has received a satisfactory performance evaluation in accordance with Section 14 of this Agreement.

SECTION 5 – EXCLUSIVITY OF EMPLOYMENT/HOURS OF WORK

The MANAGER agrees to remain in the exclusive employ of the TOWN and shall not accept any other employment or consulting work after May 6, 2022, without the written approval of the TOWN. The MANAGER further agrees to devote the time which is reasonably necessary for the MANAGER to faithfully perform his duties under this Agreement. The TOWN agrees to allow the MANAGER to conduct external teaching / training for up to five days per year.

SECTION 6. RETIREMENT/DEFERRED COMPENSATION

So long as the MANAGER is employed by the TOWN as its Town Manager, the TOWN shall make the required employer and employee annual contributions for the MANAGER to the Florida Retirement System. The TOWN shall contribute \$10,000 annually to a Deferred Compensation Retirement Plan designated by the MANAGER.

SECTION 7. INSURANCE AND OTHER BENEFITS

- A. The Town shall provide the MANAGER with a TOWN issued cell phone.
- B. The TOWN agrees to provide the MANAGER a \$650 per monthly vehicle allowance for the MANAGER's exclusive use. The \$650 per month vehicle allowance shall be the sole reimbursement to the MANAGER for local transportation costs necessitated by his employment. The MANAGER shall be solely responsible for the purchase, operation, repair, maintenance, insurance and other costs and liability associated with the ownership and operation of his vehicle.
- C. The MANAGER shall have credited to his personal account, upon appointment, 20 vacation days and 12 days sick leave. Thereafter, the MANAGER shall accrue 20 vacation days per year and 12 days sick leave per year. The MANAGER shall not use more than 5 vacation days consecutively without prior approval of the TOWN; provided, however, the TOWN shall not unreasonably withhold its approval of same. Upon termination or resignation of employment pursuant to Section 2 or 3 of this Agreement, the MANAGER shall be entitled to payment of accumulated, unused vacation time and sick leave.
- D. The MANAGER shall be permitted those holidays which the TOWN'S non-emergency appointed employees are not required to report for work as outlined in the Town of Jupiter Personnel Policy

SECTION 8. TRAVEL EXPENSES FOR TOWN BUSINESS

Subject to TOWN policy and Florida law, the TOWN agrees to pay the travel, excluding mileage and subsistence expenses of the MANAGER for such official meetings, occasions, functions, or professional conferences which are deemed necessary by the MANAGER, in the conduct of his business on behalf of the TOWN.

SECTION 9. ETHICS

The MANAGER shall adhere to the International City/County Management Association (ICMA) Code of Ethics and all state, county and town ethics policies or laws throughout the term of his employment.

SECTION 10. INDEMNIFICATION

The TOWN shall defend, save harmless, and indemnify the MANAGER against any tort, civil rights, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and performance of the MANAGER'S duties. MANAGER'S right to indemnification hereunder shall survive the termination of this agreement.

SECTION 11. BONDING

The TOWN shall bear the full cost of any fidelity or other bonds required of the MANAGER under appropriate laws or ordinance.

SECTION 12. PROFESSIONAL DEVELOPMENT

- A. Subject to TOWN policy, Florida law, and subparagraph C below, the TOWN agrees to pay the reasonable professional dues and subscriptions of the MANAGER necessary for continuation and participation as a member in national, regional, state, and local professional associations and organizations necessary and desirable for continued professional participation, growth and advancement, and for the good of the MANAGER. The MANAGER shall not hold office in any local, state, regional or national professional association or organization without prior approval of the TOWN.
- B. Subject to TOWN policy, Florida law, and subparagraph C below, the TOWN agrees to pay the travel, excluding mileage and subsistence expenses of the MANAGER for professional conferences and such other official meetings, or occasions which are necessary or appropriate for the professional development of the MANAGER, or for such other meetings, occasions or functions on behalf of the TOWN.
- C. The TOWN shall approve in its annual budget an amount certain that may be expended by the MANAGER for those items listed in subparagraphs A and B above, in accordance with then existing TOWN policies, subject only to budgetary limitations imposed by the TOWN.

SECTION 13. RESIDENCY

The TOWN agrees to waive the residency requirement set forth in Article V, Section 5 (a) of the Charter, so long as the MANAGER has established a principal residence at location not more than 35 miles from the town's boundaries.

SECTION 14. PERFORMANCE EVALUATION

Prior to June 1 of each year, the TOWN shall conduct a performance evaluation of the MANAGER.

No later than 180 days from the execution of this Agreement, the TOWN shall agree upon and establish written performance criteria and a process for conducting the annual performance evaluation of the MANAGER.

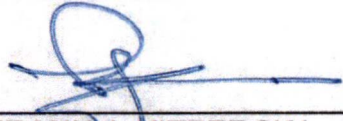
SECTION 15 - MISCELLANEOUS TERMS AND CONDITIONS

- A. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- C. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the MANAGER except as provided in any benefits, including without limitation, retirement, disability and death benefits.
- D. This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the parties hereto.
- E. This Agreement shall be governed by Florida law and venue for any litigation which may arise from this Agreement shall lie in Palm Beach County, Florida.

IN WITNESS WHEREOF, the TOWN and TOWN MANAGER have caused this Agreement to be executed on the dates set forth below.

TOWN MANAGER

Dated: 05/18/2022

By: 
FRANK J. KITZEROW

TOWN OF JUPITER

Date: 5/17/22

By: 
JIM KURETSKI, Mayor

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RESOLUTION NO. 55-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH FRANK KITZEROW FOR THE POSITION OF TOWN MANAGER FOR THE TOWN OF JUPITER

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

WHEREAS, pursuant to the Town Charter the Town is a Council-Manager form of government, and as such the Town Council employs a Town Manager as the administrative head of the Town government; and

WHEREAS, the Town engaged the Mercer Group to conduct an executive search for a qualified Town Manager; and

WHEREAS, the Town Council was provided the resumes and other information from the Mercer Group for nine candidates and asked to identify their top three candidates for interviews ; and

WHEREAS, the Town Council elected not to interview candidates, but determined that Frank Kitzerow was the most appropriate candidate for the position of Town Manager; and

WHEREAS, the Town Council has voted to enter into an Employment Agreement for Town Manager (Agreement) with Frank Kitzerow; and

WHEREAS, the Town Staff has recommended that the Town Council authorize and direct the Mayor to execute the Agreement, a copy of which is attached hereto and incorporated herein.

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of the Town Council.

Section 2. The Mayor is hereby authorized and directed to execute the Agreement with Frank Kitzerow, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 3. This Resolution shall be effective upon its execution.

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
FOR TOWN MANAGER OF THE TOWN OF JUPITER**

THIS EMPLOYMENT AGREEMENT FOR TOWN MANAGER OF THE TOWN OF JUPITER (the Agreement) is made and entered into this 31st day of May, 2023, by and between the **TOWN OF JUPITER**, a municipal corporation of the state of Florida, by and through its Town Council (the "TOWN") and FRANK J. KITZEROW (the "MANAGER").

WHEREAS, the TOWN desires to retain the MANAGER to serve the Town Council in accordance with Article V, Section 5, of the TOWN's Charter; and

WHEREAS, the TOWN and the MANAGER desire to establish those benefits and conditions of employment regarding the MANAGER's employment; and

WHEREAS, except as otherwise specifically provided herein, the MANAGER shall have and be eligible for the same benefits as are provide to all non-public safety employees of the TOWN.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the TOWN and the agree as follows:

SECTION 1. EMPLOYMENT AND DUTIES

The TOWN hereby agrees to hire the MANAGER, effective May 17, 2022, for a three year term ending May 17, 2025. Either party may give notice of its intention to renew the Agreement for an additional three-year period upon 60 days written notice to the other. The MANAGER, shall serve at the pleasure of the TOWN Council, and shall have the power and authority, and fulfill all duties pursuant to Article V, Section 5, of the TOWN's Charter, and the Jupiter Code of Laws and Ordinances of the TOWN. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the TOWN to terminate the employment of the MANAGER at any time, subject to the provisions of this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the MANAGER to resign at any time, subject to the provisions of this Agreement.

SECTION 2. TERMINATION BY TOWN COUNCIL

A. Termination for Cause:

1. The TOWN, by majority consensus of the membership of the council may terminate the employment of the MANAGER with immediate effect in the event the MANAGER is convicted of any illegal act or otherwise found to be in violation of any statute governing public officers or employees by the appropriate judicial or administrative authority.
2. The TOWN, by majority consensus of the membership of the council, may terminate the employment of the MANAGER for cause in the event the

MANAGER fails to carry out the provisions of this Agreement, fails to carry out the duties set forth in Article V, Section 5 (d) of the Town Charter, or is generally insubordinate. The process for removal of the MANAGER for cause shall be as provided for in the Town Charter, Article V, Section 5 (b).

3. In the event the TOWN terminates the MANAGER for cause, the TOWN shall have no obligation to pay any severance and the MANAGER shall receive only the salary and benefits accrued as of the date of termination.
- 4 Termination Without Cause: The TOWN, by majority vote of the membership of the council, may terminate the employment of the MANAGER without cause in accordance with the process set forth in Article V, Section 5 (b) of the Town Charter. In the event the TOWN terminates the employment of the MANAGER without cause, the MANAGER shall be entitled to severance consisting of 20 weeks salary, and accrued benefits and COBRA insurance for up to 20 weeks.

SECTION 3. RESIGNATION BY MANAGER

In the event the MANAGER resigns his position with the TOWN, the MANAGER shall not be entitled to the compensation and benefits as described in Sections 4 and 7 A herein. The MANAGER shall give the TOWN at least 60 days written notice in advance, unless waived by the TOWN in its sole discretion. The MANAGER shall receive only the salary and benefits accrued as of the date of termination.

SECTION 4. COMPENSATION

- A. The initial base salary of the MANAGER shall be \$225,000, per annum.
- B. The salary shall be paid in bi-weekly installments.
- C. At the end of each performance review period, the TOWN may authorize a salary increase for the MANAGER ~~of up to 2.5%~~, provided that the MANAGER has received a satisfactory performance evaluation in accordance with Section 14 of this Agreement.
- D. The Council may elect to award a performance bonus. Any bonus awarded shall not be added to the MANAGER's base salary.

SECTION 5 – EXCLUSIVITY OF EMPLOYMENT/HOURS OF WORK

The MANAGER agrees to remain in the exclusive employ of the TOWN and shall not accept any other employment or consulting work after May 6, 2022, without the written approval of the TOWN. The MANAGER further agrees to devote the time which is reasonably necessary for the MANAGER to faithfully perform his duties under this Agreement. The TOWN agrees to allow the MANAGER to conduct external teaching / training for up to five days per year.

SECTION 6. RETIREMENT/DEFERRED COMPENSATION

So long as the MANAGER is employed by the TOWN as its Town Manager, the TOWN shall make the required employer and employee annual contributions for the MANAGER to the Florida Retirement System. The TOWN shall contribute \$10,000 annually to a Deferred Compensation Retirement Plan designated by the MANAGER.

SECTION 7. INSURANCE AND OTHER BENEFITS

- A. The Town shall provide the MANAGER with a TOWN issued cell phone.
- B. The TOWN agrees to provide the MANAGER a \$650 per monthly vehicle allowance for the MANAGER's exclusive use. The \$650 per month vehicle allowance shall be the sole reimbursement to the MANAGER for local transportation costs necessitated by his employment. The MANAGER shall be solely responsible for the purchase, operation, repair, maintenance, insurance and other costs and liability associated with the ownership and operation of his vehicle.
- C. The MANAGER shall have credited to his personal account, upon appointment, 20 vacation days and 12 days sick leave. Thereafter, the MANAGER shall accrue 20 vacation days per year and 12 days sick leave per year. The MANAGER shall not use more than 5 vacation days consecutively without prior approval of the TOWN; provided, however, the TOWN shall not unreasonably withhold its approval of same. Upon termination or resignation of employment pursuant to Section 2 or 3 of this Agreement, the MANAGER shall be entitled to payment of accumulated, unused vacation time and sick leave.
- E. The MANAGER shall be permitted those holidays which the TOWN'S non-emergency appointed employees are not required to report for work as outlined in the Town of Jupiter Personnel Policy

SECTION 8. TRAVEL EXPENSES FOR TOWN BUSINESS

Subject to TOWN policy and Florida law, the TOWN agrees to pay the travel, excluding mileage and subsistence expenses of the MANAGER for such official meetings, occasions, functions, or professional conferences which are deemed necessary by the MANAGER, in the conduct of his business on behalf of the TOWN.

SECTION 9. ETHICS

The MANAGER shall adhere to the International City/County Management Association (ICMA) Code of Ethics and all state, county and town ethics policies or laws throughout the term of his employment.

SECTION 10. INDEMNIFICATION

The TOWN shall defend, save harmless, and indemnify the MANAGER against any tort, civil rights, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and performance of the MANAGER'S duties. MANAGER'S right to indemnification hereunder shall survive the termination of this agreement.

SECTION 11. BONDING

The TOWN shall bear the full cost of any fidelity or other bonds required of the MANAGER under appropriate laws or ordinance.

SECTION 12. PROFESSIONAL DEVELOPMENT

- A. Subject to TOWN policy, Florida law, and subparagraph C below, the TOWN agrees to pay the reasonable professional dues and subscriptions of the MANAGER necessary for continuation and participation as a member in national, regional, state, and local professional associations and organizations necessary and desirable for continued professional participation, growth and advancement, and for the good of the MANAGER. The MANAGER shall not hold office in any local, state, regional or national professional association or organization without prior approval of the TOWN.
- B. Subject to TOWN policy, Florida law, and subparagraph C below, the TOWN agrees to pay the travel, excluding mileage and subsistence expenses of the MANAGER for professional conferences and such other official meetings, or occasions which are necessary or appropriate for the professional development of the MANAGER, or for such other meetings, occasions or functions on behalf of the TOWN.
- C. The TOWN shall approve in its annual budget an amount certain that may be expended by the MANAGER for those items listed in subparagraphs A and B above, in accordance with then existing TOWN policies, subject only to budgetary limitations imposed by the TOWN.

SECTION 13. RESIDENCY

The TOWN agrees to waive the residency requirement set forth in Article V, Section 5 (a) of the Charter, so long as the MANAGER has established a principal residence at location not more than 35 miles from the town's boundaries.

SECTION 14. PERFORMANCE EVALUATION

Prior to June 1 of each year, the TOWN shall conduct a performance evaluation of the MANAGER.

No later than 180 days from the execution of this Agreement, the TOWN shall agree upon and establish written performance criteria and a process for conducting the annual performance evaluation of the MANAGER.

SECTION 15 - MISCELLANEOUS TERMS AND CONDITIONS

- A. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- C. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the MANAGER except as provided in any benefits, including without limitation, retirement, disability and death benefits.
- D. This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the parties hereto.
- E. This Agreement shall be governed by Florida law and venue for any litigation which may arise from this Agreement shall lie in Palm Beach County, Florida.

IN WITNESS WHEREOF, the TOWN **and** TOWN MANAGER have caused this Agreement to be executed on the dates set forth below.

TOWN MANAGER

Dated: _____

By: _____
FRANK J. KITZEROW

TOWN OF JUPITER

Date: _____

By: _____
JIM KURETSKI, Mayor

RESOLUTION NO. 64-25

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SECOND AMENDED AGREEMENT WITH FRANK KITZEROW FOR THE POSITION OF TOWN MANAGER FOR THE TOWN OF JUPITER

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

WHEREAS, pursuant to the Town Charter the Town is a Council-Manager form of government, and as such the Town Council employs a Town Manger as the administrative head of the Town government; and

WHEREAS, the Town engaged Frank Kitzerow as its Town Manager on or about May, 17, 2022.

WHEREAS, the Town entered into a First Amended Employment Agreement with Frank Kitzerow on or about June 1, 2023.

WHEREAS, the Town Council authorizes and directs the Mayor to execute a Second Amended Employment Agreement with Frank Kitzerow, a copy of which is attached hereto and incorporated herein.

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of the Town Council.

Section 2. The Mayor is hereby authorized and directed to execute the Second Amended Employment Agreement with Frank Kitzerow, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 3. This Resolution shall be effective upon its execution.

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SECOND AMENDMENT TO EMPLOYMENT AGREEMENT FOR TOWN MANAGER OF THE TOWN OF JUPITER

THIS SECOND AMENDED EMPLOYMENT AGREEMENT FOR TOWN MANAGER OF THE TOWN OF JUPITER (the Agreement) is made and entered into this ____ day of _____, 2025, by and between the **TOWN OF JUPITER**, a municipal corporation of the state of Florida, by and through its Town Council (the "TOWN") and FRANK J. KITZEROW (the "MANAGER").

WHEREAS, the TOWN desires to retain the MANAGER to serve the Town Council in accordance with Article V, Section 5, of the TOWN's Charter; and

WHEREAS, the TOWN and the MANAGER desire to establish those benefits and conditions of employment regarding the MANAGER's employment; and

WHEREAS, except as otherwise specifically provided herein, the MANAGER shall have and be eligible for the same benefits as are provided to all non-public safety employees of the TOWN.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the TOWN and the MANAGER agree as follows:

SECTION 1. EMPLOYMENT AND DUTIES

The TOWN hereby agrees to extend the MANAGER's employment with the Town, effective May 17, 2025, for a three year term ending May 17, 2028. Either party may give notice of its intention to renew the Agreement for an additional three year period upon 60 days written notice to the other. The MANAGER, shall serve at the pleasure of the TOWN Council, and shall have the power and authority, and fulfill all duties pursuant to Article V, Section 5, of the TOWN's Charter, and the Jupiter Code of Laws and Ordinances of the TOWN. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the TOWN to terminate the employment of the MANAGER at any time, subject to the provisions of this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the MANAGER to resign at any time, subject to the provisions of this Agreement.

SECTION 2. TERMINATION BY TOWN COUNCIL

A. Termination for Cause:

1. The TOWN, by majority consensus of the membership of the council may terminate the employment of the MANAGER with immediate effect in the event the MANAGER is convicted of any illegal act or otherwise found to be in violation of any statute governing public officers or employees by the appropriate judicial or administrative authority.

2. The TOWN, by majority consensus of the membership of the council, may terminate the employment of the MANAGER for cause in the event the MANAGER fails to carry out the provisions of this Agreement, fails to carry out the duties set forth in Article V, Section 5 (d) of the Town Charter, or is generally insubordinate. The process for removal of the MANAGER for cause shall be as provided for in the Town Charter, Article V, Section 5 (b).
3. In the event the TOWN terminates the MANAGER for cause, the TOWN shall have no obligation to pay any severance and the MANAGER shall receive only the salary and benefits accrued as of the date of termination.
- 4 Termination Without Cause: The TOWN, by majority vote of the membership of the council, may terminate the employment of the MANAGER without cause in accordance with the process set forth in Article V, Section 5 (b) of the Town Charter. In the event the TOWN terminates the employment of the MANAGER without cause, the MANAGER shall be entitled to severance consisting of 20 weeks salary, and accrued benefits and COBRA insurance for up to 20 weeks.

SECTION 3. RESIGNATION BY MANAGER

In the event the MANAGER resigns his position with the TOWN, the MANAGER shall not be entitled to the compensation and benefits as described in Sections 4 and 7A herein. The MANAGER shall give the TOWN at least 60 days written notice in advance, unless waived by the TOWN in its sole discretion. The MANAGER shall receive only the salary and benefits accrued as of the date of termination.

SECTION 4. COMPENSATION

- A. Subject to any adjustment approved by the council, the base salary of the MANAGER for the term of this Agreement shall be \$_____ per annum.
- B. The salary shall be paid in bi-weekly installments.
- C. At the end of each performance review period, the TOWN may authorize a salary increase for the MANAGER, provided that the MANAGER has received a satisfactory performance evaluation in accordance with Section 14 of this Agreement.
- D. The Council may elect to award a performance bonus. Any bonus awarded shall not be added to the MANAGER's base salary.

SECTION 5 – EXCLUSIVITY OF EMPLOYMENT/HOURS OF WORK

The MANAGER agrees to remain in the exclusive employment of the TOWN and shall not accept any other employment while this Agreement remains in effect, without the approval of the TOWN. The MANAGER further agrees to devote the

time which is reasonably necessary for the MANAGER to faithfully perform his duties under this Agreement. The TOWN agrees to allow the MANAGER to conduct external teaching / training for up to five days per year.

SECTION 6. RETIREMENT/DEFERRED COMPENSATION

So long as the MANAGER is employed by the TOWN as its Town Manager, the TOWN shall make the required employer and employee annual contributions for the MANAGER to the Florida Retirement System. The TOWN shall contribute \$10,000 annually to a Deferred Compensation Retirement Plan designated by the MANAGER.

SECTION 7. INSURANCE AND OTHER BENEFITS

- A. The Town shall provide the MANAGER with a TOWN issued cell phone.
- B. The TOWN agrees to provide the MANAGER a \$650 per monthly vehicle allowance for the MANAGER's exclusive use. The \$650 per month vehicle allowance shall be the sole reimbursement to the MANAGER for local transportation costs necessitated by his employment. The MANAGER shall be solely responsible for the purchase, operation, repair, maintenance, insurance and other costs and liability associated with the ownership and operation of his vehicle.
- C. The MANAGER shall have credited to his personal account, upon appointment, 20 vacation days and 12 days sick leave. Thereafter, the MANAGER shall accrue 20 vacation days per year and 12 days sick leave per year. The MANAGER shall not use more than 5 vacation days consecutively without prior approval of the TOWN; provided, however, the TOWN shall not unreasonably withhold its approval of same. Upon termination or resignation of employment pursuant to Section 2 or 3 of this Agreement, the MANAGER shall be entitled to payment of accumulated, unused vacation time and sick leave.
- E. The MANAGER shall be permitted those holidays which the TOWN'S non-emergency appointed employees are not required to report for work as outlined in the Town of Jupiter Personnel Policy

SECTION 8. TRAVEL EXPENSES FOR TOWN BUSINESS

Subject to TOWN policy and Florida law, the TOWN agrees to pay the travel, excluding mileage and subsistence expenses of the MANAGER for such official meetings, occasions, functions, or professional conferences which are deemed necessary by the MANAGER, in the conduct of his business on behalf of the TOWN.

SECTION 9. ETHICS

The MANAGER shall adhere to the International City/County Management Association (ICMA) Code of Ethics and all state, county and town ethics policies or laws throughout the term of his employment.

SECTION 10. INDEMNIFICATION

The TOWN shall defend, save harmless, and indemnify the MANAGER against any tort, civil rights, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and performance of the MANAGER'S duties. MANAGER'S right to indemnification hereunder shall survive the termination of this agreement.

SECTION 11. BONDING

The TOWN shall bear the full cost of any fidelity or other bonds required of the MANAGER under appropriate laws or ordinance.

SECTION 12. PROFESSIONAL DEVELOPMENT

- A. Subject to TOWN policy, Florida law, and subparagraph C below, the TOWN agrees to pay the reasonable professional dues and subscriptions of the MANAGER necessary for continuation and participation as a member in national, regional, state, and local professional associations and organizations necessary and desirable for continued professional participation, growth and advancement, and for the good of the MANAGER. The MANAGER shall not hold office in any local, state, regional or national professional association or organization without prior approval of the TOWN.
- B. Subject to TOWN policy, Florida law, and subparagraph C below, the TOWN agrees to pay the travel, excluding mileage and subsistence expenses of the MANAGER for professional conferences and such other official meetings, or occasions which are necessary or appropriate for the professional development of the MANAGER, or for such other meetings, occasions or functions on behalf of the TOWN.
- C. The TOWN shall approve in its annual budget an amount certain that may be expended by the MANAGER for those items listed in subparagraphs A and B above, in accordance with then existing TOWN policies, subject only to budgetary limitations imposed by the TOWN.

SECTION 13. RESIDENCY

The TOWN agrees to waive the residency requirement set forth in Article V, Section 5 (a) of the Charter, so long as the MANAGER has established a principal residence at location not more than 35 miles from the town's boundaries.

SECTION 14. PERFORMANCE EVALUATION

Prior to June 1 of each year, the TOWN shall conduct a performance evaluation of the MANAGER. No later than 180 days from the execution of this Agreement, the TOWN shall agree upon and establish written performance criteria and a process for conducting the annual performance evaluation of the MANAGER.

SECTION 15 - MISCELLANEOUS TERMS AND CONDITIONS

- A. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- C. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the MANAGER except as provided in any benefits, including without limitation, retirement, disability and death benefits.
- D. This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the parties hereto.
- E. This Agreement shall be governed by Florida law and venue for any litigation which may arise from this Agreement shall lie in Palm Beach County, Florida.

IN WITNESS WHEREOF, the TOWN **and** TOWN MANAGER have caused this Agreement to be executed on the dates set forth below.

TOWN MANAGER

Dated: _____

By: _____
FRANK J. KITZEROW

TOWN OF JUPITER

Date: _____

By: _____
JIM KURETSKI, Mayor

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