

AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
WEDNESDAY, NOVEMBER 19, 2025, 10:00 AM
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD
SOUTH MARTIN REGIONAL UTILITY (SMRU) MEETING

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

1. Consent Agenda

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

- a. Minutes of SMRU Board Meeting of September 19, 2025
- b. Florida Governmental Utility Authority
 - i. First Amendment of Interlocal Agreement
 - ii. Work Authorization – Emergency Services on WWTP
- c. Baker Underground – Contract Renewal
- d. DNA Engineering – Contract Renewal

Category B- Other Informational Materials (No Action Required)

- a. Fixed Assets Disposal

ADMINISTRATIVE AGENDA

2. Customer Service Monthly Reports – Period Ending October 2025
3. Revenue and Production Charts – Period Ending October 2025
4. FY 24/25 SMRU Budget Status and Balance Sheet – Period Ending September 2025

COMMISSION ACTION ITEMS

5. Environmental Consulting Service – RFP BID Award
6. G3 Contracting – Utility Services Contract - Piggyback
7. Line Tec – Water Service Connection and Restoration Services Piggyback
8. Maxx Environmental – Sanitary Sewer and Stormwater Manhole Rehabilitation Services Piggyback
9. Arlington Electric Inc., Electrical Services Piggyback
10. The Plumbing Company of the Treasure Coast – Piggyback

11. Spending Approval Request

- a. USA Bluebook – Single Source Spending Approval
- b. Xylem Dewatering Solutions, Inc – Single Source Spending Approval
- c. Data Flow – Single Source Spending Approval
- d. Barney’s Pumps – Single Source Spending Approval
- e. Treasure Coast Infrastructure – Directional Drilling Spending Approval
- f. Barney’s Pumps – Project Spending Approval
- g. Pantropic Power – Generator PBS Headquarters
- h. Wastewater Generator Emergency Repairs
- i. JLA – Ground Water Monitoring – Spending Approval

OTHER ITEMS

12. Other Items*

PUBLIC COMMENT

** No advanced materials provided*

TOWN COMMISSION / SMRU BOARD

Penny Townsend, Mayor
Anne Scott, Vice Mayor
Marshall Field VI, Commissioner
Patricia Warner, Commissioner
Joseph Taddeo, Commissioner

ADMINISTRATIVE STAFF

Town Manager, Robert Garlo
SMRU Attorney, Phillip Gildan
Interim Utility Director, Kevin Carey Jr.

TOWN VISION

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

STATE MANDATED STATEMENT

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

**MINUTES
SOUTH MARTIN REGIONAL UTILITY MEETING
FRIDAY, SEPTEMBER 19, 2025
JUPITER ISLAND TOWN HALL**

Called to Order: 10:00 am

Present:

Town Commission

**Penny Townsend, Mayor
Anne Scott, Vice Mayor
Marshall Field, VI, Commissioner
Patsy Warner, Commissioner
Joe Taddeo, Commissioner**

Also Present:

**Robert Garlo, Town Manager
Matthew Pazanski, Finance Director
Stuart Trent, Public Services & Utilities Director
Phil Gildan, SMRU Attorney
Jason Lee, Kimley-Horn
Diana Bello, Kimley-Horn
Curtis Robinson – Holtz Consulting Engineers
Scott Towler, FGUA**

1. CONSENT AGENDA

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

- a. Minutes of SMRU Board Meeting of July 21, 2025
- b. Raftelis – Contract Renewal

Discussion: SMRU staff requests that the SMRU Board approve the renewal Contract for Raftelis for the term of one-year and Mayor to sign the agreement.

**Motion to Approve Consent Agenda: Commissioner Taddeo
Second: Commissioner Field
Carried: 5-0**

ADMINISTRATIVE AGENDA

2. Customer Service Monthly Reports – Period Ending August 2025

No action was taken by the Board

3. Revenue and Production Charts – Period Ending August 2025

No action was taken by the Board

4. FY 24/25 SMRU Budget Status and Balance Sheet – Period Ending August 2025

No action was taken by the Board.

SMRU BOARD ACTION ITEMS

5. Resolution 935 2025/2026 SMRU Budget Approval

Discussion: Finance Director, Matthew Pazanski discussed and reviewed Resolution 935 2025/2026 SMRU Budget.

Motion to Approve Resolution 935 2025/2026 SMRU Budget: Commissioner Field
Second: Commissioner Taddeo
Carried: 5-0

6. Holtz Engineering – WWTP Master Plan Draft Review*

Discussion: Curtis Robinson from Holtz Consulting presented a current update on the WWTP Master Plan. Board members asked questions but no action was taken.

7. Kimley Horn – Grants Update*

Discussion: Director Trent provided an update on grants SMRU is currently pursuing, including \$47 MM Water Treatment PFAS Remediation, \$1MM to for a Wastewater Plant Generator, \$1MM for a RO Treatment facility generator, and \$46MM to expand RO treatment facility and construct an additional Florida Well. Jason Lee and Diana Bello from Kimly-Horn, provided additional information on the process and applying for and receiving grants. Board members asked questions, but no action was taken.

8. ITB 2025-07 SMRU 2025-2026 Bulk Chemical Bids Approval

Discussion: Staff recommended that the SMRU Board accept all bids as presented, waiving required acknowledgement of addenda, and award contracts to all responsive bidders, and to grant spending authority to SMRU for each contract/chemical as stated. Expenditures under the various contracts will be funded from Budget Contract Services – Chemical >90,000 GL number for Water Distribution System (401-412-534.130) and/or Wastewater Distribution System (401-413-534.130) respective to the intended use.

Motion to Approve 2025-2026 Bulk Chemical Bids: Commissioner Taddeo
Second: Commissioner Warner
Carried: 5-0

9. Ferguson Enterprises, LLC– Neptune Meter Sole Source Contract

Discussion: SMRU staff requests that the Board approve this contract renewal for the Purchase and Delivery of Water Meters with Ferguson Enterprises, LLC, dba Sunstate Meter & Supply, Inc., for an initial term of three years. Expenditures will be assigned to SMRU Budget GL number 401-000-141.001 Meters, or to 401-415-534.125 Software

Motion to Approve Ferguson Enterprises – Neptune Meter Sole Source Contract:
Vice Mayor Scott
Second: Commissioner Taddeo
Carried: 5-0

10. JLA Geosciences Contract Piggyback

Discussion: SMRU staff requests that the SMRU Board approve the piggyback Contract with JLA Geosciences for hydrogeology consulting services, for an initial term of five years. Funds will be expended from the GL Line 401-412-534.131 “Cont Svcs – Ground Water”

Motion to Approve JLA Geosciences Contract Piggyback: Vice Mayor Scott
Second: Commissioner Field
Carried: 5-0

11. Purchase Approvals

a. Generator Purchase – Loblolly North

Discussion: Staff requests the SMRU Board to authorize spending approval from the “contribution in aid of purchase” funds for this equipment, in the amount of \$64,019.62 to purchase the described emergency equipment. Equipment will be procured through Sourcewell for Caterpillar generator. POs will be individually issued and funded from GL line #403-413-564.100, Wastewater Collection Machinery and Equipment.

Motion to Approve Generator Purchase: Commissioner Field
Second: Commissioner Taddeo
Carried: 5-0

b. Hudson Pumps – Emergency Purchase – RO Well Motor *

Discussion: Staff requests the SMRU Board to authorize spending approval for the RO Well Motor, in the amount of \$45,329.00 to purchase the described emergency equipment. POs will be individually issued and funded from GL line #403-412-564.100 Water Machinery and Equipment.

Motion to Approve Hudson Pumps – Emergency Purchase: Commissioner Field
Second: Vice Mayor Scott
Carried: 5-0

12. Other Items*

** No advance Materials provided*

Meeting Adjourned at 12:14 pm

Attested by:

Sabrina Fahrner, SMRU Commission Meeting Secretary

STATE MANDATED STATEMENT

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



SOUTH MARTIN REGIONAL UTILITY

CONTRACT MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: Kevin Carey Jr., Interim SMRU Director

RE: FGUA – First Amendment to Interlocal Agreement

Date: 11/19/2025

Department: Administration

Prepared by: Kevin Carey Jr., Interim SMRU Director

Requested by: Administration

Legal Sufficiency Review: Phillip Gildan, Esq., Greenberg Traurig

Contract Title: FGUA First Amendment to Interlocal Agreement

Executive Summary:

The SMRU Board approved an Interlocal Agreement (ILA) with Florida Governmental Utility Authority (FGUA) at the July 2025 board meeting, FGUA approved the ILA at their board meeting in August. The ILA outlines FGUA’s scope of services available to the Town to assist the Town with water and wastewater utility capital project management and construction inspection and related grant administration services.

The attached amendment proposes to expand on the scope of services to include operations, maintenance and emergency services. The FGUA would perform such services as requested by the Town in individual work authorizations approved by FGUA.

Recommendation:

Staff recommends that the SMRU Board approve the First Amendment to the Interlocal Agreement with the Florida Governmental Utility Authority and authorize the Mayor to execute the amendment.

First Amendment to
Interlocal Agreement
Between

The Town of Jupiter Island, Florida and the
Florida Governmental Utility Authority

This First Amendment (“Amendment”) to Interlocal Agreement ("ILA") is made and entered into as of the last day executed by the parties, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida (the "Town"), and the Florida Governmental Utility Authority (the "FGUA" or "Authority"), a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes.

WITNESSETH:

WHEREAS, the Town and FGUA entered into the ILA on August 21, 2025, and desire to amend the ILA.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Incorporation. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. Scope of Services. The Scope of Services, set forth in Attachment A of the ILA is amended to add the following to the Scope of Services: The FGUA will perform such operations, maintenance and emergency services as requested by the Town in individual work authorizations approved by the FGUA

SECTION 3. No Further Changes. Except as amended in Section 2, above, the ILA remains in full force and effect.

IN WITNESS WHEREOF, the Town and the FGUA have caused this Amendment to the Interlocal Agreement to be duly executed and entered.

[Signature page follows]

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

By:

Its: Chairman

Date

Attest:

Clerk

Date

THE TOWN OF JUPITER ISLAND

By:

Penelope Townsend, Mayor

Date

Attest:

Kimberly Kogos, Town Clerk

Date

(TOWN SEAL)

Attachment A
Addition to
Scope of Services

Operations, Maintenance and Emergency Services

The FGUA will perform such operations, maintenance and emergency services as requested by the Town in individual work authorizations approved by FGUA.



SOUTH MARTIN REGIONAL UTILITY

CONTRACT MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: Kevin Carey Jr., Interim SMRU Director

RE: FGUA –Work Authorization Approval for Emergency Services at the WWTP

Date: 11/19/2025

Executive Summary:

South Martin Regional Utility's wastewater treatment facility was faced with emergency operational difficulties. FGUA was authorized by the Town Administration as an emergency resource to help identify and address the emergency and aide SMRU operations staff in order to bring the wastewater treatment facility back to a normal steady state.

Recommendation:

Staff recommends that the SMRU Board ratify the administrative action, and authorize FGUA to proceed with emergency services operations as outlined in Work Authorization No. 1 in the amount of \$183,261.55, which is inclusive of FGUA services to date, and authorizing the Mayor to execute the Work Authorization. Funds will be expended from SMRU Budget Professional Services : GL Number 401-413-532.100.

WORK AUTHORIZATION # _____
TOWN OF JUPITER ISLAND COMMISSIONERS

Consultant:	Florida Governmental Utility Authority (FGUA)
Contract Number:	
Contact Name:	Scott A. Towler
Contact Number:	407-629-6900
Email:	Scott.towler@fgua.com

CURRENT WORK AUTHORIZATION			
Project Short Title: SMRU WWTF Management Augmentation			
		CONTRACT OVERVIEW	
Date Submitted	11/5/2025	Total of Previous Authorizations	\$0
Amount	\$208,968.55	This Work Authorization	
Scheduled Completion	12/31/2025	Current Contract Total	

This Work Authorization is to the Interlocal Agreement Between the Town of Jupiter Island, Florida and the Florida Governmental Utility Authority, dated August 21, 2025 (the “Agreement”). The Town has proposed Amendment No. 1 to the Agreement to include operations, maintenance and emergency services as requested by the Town in individual work authorizations approved by FGUA, and to ratify emergency services provided by FGUA and its vendor U.S. Water Services Corporation (“USWSC”) at the request of the Town.

ARTICLE 1. Services Described as:

The FGUA shall assist the Town with the oversight and management of the professional and operational support required to restore the wastewater treatment and reclaimed water facility to full compliance with the Reclaimed Water Operations Requirements and continued compliance with all applicable FDEP operating permit conditions.

The FGUA will assist the Town with meetings and any negotiations with the Florida Department of Environmental Protection (FDEP) regarding continuing compliance with the FDEP Operating Permit.

The FGUA will assist the Town and its professional staff in developing detailed operating procedures and protocols to prevent future occurrences identified in the assessment report.

The FGUA will provide project continued management and oversight of USWSC for the SMRU WWTF Management Augmentation included as Attachment A.

ARTICLE 2. Time Schedule

Article I Services commenced on October 29, 2025, and are scheduled to continue through December 31, 2025. The Town ratifies the provision of the Article I Services from their commencement on October 29, 2025, and approves provision of the Services through December 31, 2025, as may be extended by the Town from time to time.

ARTICLE 3. Budget

FGUA will perform the scope of services outlined herein on a Time and Materials basis set forth in the 8/21/2025 Interlocal Agreement for a not-to-exceed amount of \$208,968.55, for the period of time commencing October 29, 2025 through December 31, 2025.

FGUA	Hours	Hourly Rate	Not to exceed Cost
Assistant Manager	50	\$355.30	\$17,765.00
System Manager	10	\$355.30	\$3,553.00
Engineer Support	25	\$175.56	\$4,389.00
U.S. Water work Authorization			\$183,261.55
Total			\$208,968.55

Article 4. Other Provisions

The Services covered by this Work Authorization have been and will continue to be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. Additional terms or agreement provisions, whether submitted purposely or inadvertently, shall have no force or effect. This Work Authorization will become a part of the referenced AGREEMENT when executed by both parties.

In presenting this Work Authorization, FGUA agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization have been accepted by the FGUA. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed scope of services are attached.

AGREED TO BY:

BY: _____
Print Name: _____
Title: _____
Date: _____

RECOMMENDED AND APPROVED BY TOWN OF JUPITER ISLAND:

Date: _____

Mayor: _____
Penelope D Townsend

Town Manager: _____
Robert Garlo

Town Attorney: _____
Thomas Baird

Finance/HR Director: _____
Matthew Pazanski

APPROVED by the TOWN OF JUPITER ISLAND COMMISSIONERS or their Designee, this ____ day of _____, 2025.

TOWN OF JUPITER ISLAND
COMMISSIONERS
MARTIN COUNTY, FLORIDA

Robert Garlo

ATTACHMENT A

Work Authorization No. USW ENG _____

to

Professional Services Agreement Between the
Florida Governmental Utility Authority ("FGUA"),
a legal entity and public body created by Interlocal agreement pursuant

to

Section 163.01(7), Florida Statutes

and

U.S. Water Services Corporation (USWSC)

4939 Cross Bayou Boulevard

New Port Richey, FL 34652

Project Name

SMRU WWTF Management Augmentation

SUMMARY OF SERVICES TO BE RENDERED

This Work Authorization (WA) defines the professional and operational support needed to restore the wastewater treatment and reclaimed water facility to full compliance with the Reclaimed Water Operations Requirements and applicable FDEP operating permit conditions.

A.1 Project details

Operational Oversight and Staffing

- Provide a qualified Plant Manager to serve as the primary individual responsible for the overall operation and performance of the facility.
- Augment plant staffing to ensure 24/7 operational coverage for the initial 30-day stabilization period.
- Fulfill FDEP staffing requirements by designating a Responsible Operator in Charge (ROIC) for the facility, in accordance with regulatory standards.
- Oversee and supervise existing SMRU onsite wastewater treatment facility staff, including daily operations, maintenance activities, and shift scheduling.

Technical and Engineering Support

- Provide corporate engineering and technical support to evaluate and improve process performance and regulatory compliance.
- Deploy a technical support team to optimize the plant's biological treatment system and accelerate restoration of reclaimed water quality to acceptable standards.
- Modify and optimize the reuse operating protocol, specifically to adjust the allowable turbidity-to-TSS ratio in coordination with FDEP guidelines.
- Provide supplemental laboratory and testing support to monitor effluent quality and confirm compliance restoration.

Regulatory Coordination and Compliance

- Assist FGUA with the implementation of interim measures to mitigate or prevent overflows from the effluent disposal system.
- Support FGUA coordination with FDEP to restore full compliance with the facility's operating permit and all related reclaimed water standards.
- Prepare and submit daily and monthly operational reports to FDEP, documenting key performance data, corrective actions, and compliance progress.

Procurement and Resource Management

- Coordinate procurement and delivery of consumables necessary for continued operation (e.g., chemicals, sludge hauling, and other materials). Note: Costs associated with consumables will continue to be paid directly by SMRU.

Deliverables and Reporting

- Submit an Initial Assessment Report to FGUA within five (5) business days of work order execution, summarizing facility condition, key deficiencies, and recommended immediate actions.
- Submit an After-Action Report approximately forty (40) days following work initiation, detailing:
 - Root cause analysis of non-compliance issues
 - Corrective actions implemented
 - Performance improvements achieved
 - Recommendations to prevent recurrence

PROJECT COSTS

PROJECT No.: TJI

USWSC will provide the services outlined in this work authorization as a not to Exceed Time and material fee of:

\$183,261.55

The cost is broken down by task in Attachment A

PROJECT SCHEDULE

45 Days

END OF PAGE

Attachment A

FGUA – SMRU WWTF Management Augmentation

Staffing Plan	Hours	Unit Price	Total	Resources / Details
Principal	80	\$350.00	\$28,000.00	Gary Deremer
Engineering Services (Registered Professional Engineer)	50	\$300.00	\$15,000.00	Mo Kader
Senior Professional	40	\$275.00	\$11,000.00	Lina Quintero/Dennis Coates
Senior Project Manager	50	\$235.00	\$11,750.00	Chris Jones
Project Manager	240	\$215.00	\$51,600.00	Shawn Tyler
Project Manager (Compliance)	50	\$215.00	\$10,750.00	Melisa Roteveel
Field Inspector		\$140.00	\$0.00	
CAD Operator		\$100.00	\$0.00	
Instrumentation / Control Technician		\$165.00	\$0.00	
Maintenance Supervisor / Lead / Onsite Project Coordinator		\$115.30	\$0.00	
Maintenance Technician		\$92.66	\$0.00	
Welder / Fabricator		\$119.37	\$0.00	
Utility Electrician		\$119.37	\$0.00	
Certified Cross Connection Control Tech (Backflow Prevention Tech)		\$108.01	\$0.00	
Lab Tech/Collection Capture		\$84.42	\$0.00	
Water and Wastewater Plant Operator (LEAD)		\$115.30	\$0.00	
Water and Wastewater Plant Operator	240	\$84.42	\$20,261.55	1 FTE, 8 hr/day, 7 days/wk; for 30 days
Administrative Support		\$61.37	\$0.00	
Mileage Reimbursement for Consulting Services		\$0.70	\$0.00	
Reimbursable Expenses - Lab, operations, supplies			\$7,000.00	
Travel Expenses (includes lodging and mileage) - 30 days @\$330/day	30	\$330.00	\$9,900.00	
Initial Assessment Report	20	\$300.00	\$6,000.00	Mo Kader, Registered P.E
Final Condition Assessment Report	40	\$300.00	\$12,000.00	Mo Kader, Registered P.E
Allowance - Seed Sludge			\$0.	
			00	
TOTAL			\$183,261.55	



**SOUTH MARTIN
REGIONAL UTILITY**

CONTRACT MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: Kevin Carey Jr., Interim SMRU Director

RE: Baker Underground Agreement for Grinder Station Installation & Septic Conversion – Contract Renewal

Date: November 19, 2025

Department: SMRU

Prepared by: Kevin Carey Jr., Interim SMRU Director

Requested by: SMRU

Legal Sufficiency Review: Phillip Gildan, Esq., Greenberg Traurig

Contract Title: Agreement for Grinder Station Installation & Septic Conversion

Executive Summary: South Martin Regional Utility (SMRU) is under contract with Baker Underground, via a Martin County piggyback contract dated November 17, 2021, for installation of grinder stations being utilized for the Septic to Sewer conversion project. Baker Underground has been performing their work very professionally and their workmanship has been excellent. SMRU would like to exercise a one-year renewal term as provided under the piggyback contract extending the term from November 16, 2025 to November 15, 2026.

This renewal agreement has been reviewed by SMRU’s attorney for legal sufficiency.

Fiscal Impact: Expenditures will be assigned to SMRU Budget GL number 402-413-654-146, Septic to Sewer Program

Recommended Action: SMRU staff requests that the Board approve this contract renewal for Grinder Station Installation & Septic Conversion with Baker Underground for a renewal term of one year and authorize the Mayor to sign.

RENEWAL OF AGREEMENT

FOR GRINDER STATION INSTALLATION & SEPTIC CONVERSION

THIS RENEWAL OF AGREEMENT is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the "**Owner**"), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Baker Underground Contractors, LLC, a Florida limited liability company (the "**Contractor**"), with its principal address at 20060 S.W. Matera Way, Port St. Lucie, FL 34986.

WITNESSETH:

WHEREAS, Owner and Contractor entered into an Agreement for Grinder Station Installation & Septic Conversion, dated November 17, 2021, as amended (the "**Owner Agreement**"); and

WHEREAS, Owner and Contractor desire to renew the Owner Agreement;

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

I. RECITALS

The foregoing recitals are true and are hereby made a part of the Owner Agreement.

II. RENEWAL

Pursuant to Section 2 of The Owner Agreement, the term of the Agreement is renewed to extend the term of the Agreement from November 16, 2025 to November 16, 2026. Except as so amended the Owner Agreement remains in full force and effect.

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

Authentication

THE TOWN OF JUPITER ISLAND

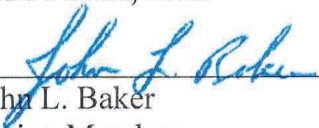
Town Clerk

By: _____
Penelope "Penny" Townsend
Its Mayor

(TOWN SEAL)

Date: _____

**BAKER UNDERGROUND
CONTRACTORS, LLC**

By:  _____
Name: John L. Baker
Its: Managing Member



**SOUTH MARTIN
REGIONAL UTILITY**

CONTRACT MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: Kevin Carey Jr., Interim SMRU Director

RE: DNA Engineering, LLC – Utility Process Control Annual Maintenance Contract Renewal

Date: November 19, 2025

Department: SMRU

Prepared by: Kevin Carey Jr., Interim SMRU Director

Requested by: SMRU

Legal Sufficiency Review: Phillip Gildan, Esq., Greenberg Traurig

Contract Title: Utility Process Control Annual Maintenance

Executive Summary: In 2023 SMRU piggybacked an agreement between DNA Engineering, Inc, and the City of Wellington, for providing professional technical services for I&C and SCADA programming and implementation. SMRU selected DNA as the supplier based upon their institutional knowledge related to the SMRU system, historical quality of services, and performance of work.

The initial term of the contract with DNA was one year with four, optional, one-year renewals. This is a request for a second one-year renewal of the contract.

Fiscal Impact: Funds will be expended from GL line 401-412-546.105; REPAIR/MAINT.-WATER.

Recommended Action: SMRU staff requests that the SMRU Board approve this one-year renewal if the contract with DNA Engineering, LLC and authorize the Mayor to sign the agreement.

RENEWAL AGREEMENT
FOR
UTILITY PROCESS CONTROL ANNUAL MAINTENANCE

THIS RENEWAL AGREEMENT (“Renewal Agreement”) made as of the Effective Date, defined below, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, hereinafter the “Owner” with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and DNA Engineering, LLC, a Florida limited liability company (the “**Contractor**”, with its principal address at 1802 Corporate Center Lane, Plant City, Fla. 33563.

WHEREAS, Owner and Contractor entered into an Agreement for Utility Process Control Annual Maintenance (“Services”), dated November 22, 2023 (“Agreement”); and

WHEREAS, Owner and Contractor desire to enter into the second of four (4) one (1) year renewal term, pursuant to Section 2 of the Agreement, extending the term of the Agreement through November 21, 2026.

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

1. Definitions set forth in the Agreement shall apply to this Renewal Agreement.
2. The Term of the Agreement is extended from November 21, 2025, through November 21, 2026.
3. Section 3, Unit Prices, is amended to the renewal rates as set forth on Exhibit “A” to this Renewal Agreement.
4. The Agreement is amended to incorporate the following provisions:

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

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

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

gov/offices/enforcement/ofac/sdn/t11sdn.pdf), (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a “Prohibited Person”.)

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

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

6. Public Records:

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

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

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

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

Authentication

The Town of Jupiter Island, Florida

Town Clerk

(TOWN SEAL)

By: _____
Penelope Townsend
Its Mayor

Date: _____

DNA Engineering, LLC

By: _____

Its Authorized Representative

EXHIBIT "A"

2024-2025 Price List

			Awarded Rate	Renewal Rate
			9/5/2023-9/4/2024	9/5/2024-9/4/2025
Item	Description	Unit of Measure	Price Per Hour	Price Per Hour
1	Regular Time - Project Manager	Per Hour	\$125.00	\$150.00
2	Regular Time - Project Engineer	Per Hour	\$125.00	\$150.00
3	Regular Time - Field Engineer	Per Hour	\$125.00	\$150.00
4	Regular Time - Instrument Tech	Per Hour	\$125.00	\$150.00
5	Regular Time - Programmer	Per Hour	\$125.00	\$150.00
6	Regular Time - Administrative	Per Hour	\$100.00	\$100.00
7	Emergency Time - Project Manager	Per Hour	\$250.00	\$250.00
8	Emergency Time - Project Engineer	Per Hour	\$250.00	\$250.00
9	Emergency Time - Field Engineer	Per Hour	\$250.00	\$250.00
10	Emergency Time – Instrument Tech	Per hour	\$250.00	\$250.00
11.	Emergency Time - Programmer	Per hour	\$250.00	\$250.00
12	Emergency time – Administrative	Per hour	\$200.00	\$200.00
			\$2,175.00	\$2,300.00

Town of Jupiter Island/South Martin Regional Utility
Property Disposal Listing
November 19, 2025

ASSET INFORMATION

Date Added	Location	Asset/Inventory/ Surplus	Asset ID#	Quantity	Description #1	Description #2	Manufacturer	Model #	Serial #	Estimated Salvage Value	Trade In Value	Commission Approved
10/7/25	MARTIN CO	Asset	423305	1	Synology SA3200D NASUnit		Synology	SA3200 D	2160S2RA6SNZ7	\$ -		
7/1/25	COLL	Asset	423409	1	B24-48, Pump #2	Lexington South	Homa		673266	\$ 5.00		
7/18/25	COLL	Asset	421839	1	A1-1, Pump #2	Preserves	N/A	N/A		\$ 5.00		
6/30/25	DIST	Asset	N/A	11	½" brass water meters		Precision/Invensys	none	Multi	\$ 66.00		
7/31/25	DIST	Asset	N/A	14	½" brass water meters		Precision/Invensys	none	Multi	\$ 84.00		
7/31/25	DIST	Asset	N/A	3	1" brass water meters		Precision/Invensys	none	Multi	\$ 6.00		
8/31/25	DIST	Asset	N/A	7	¾" brass water meters		Precision/Invensys	none	Multi	\$ 42.00		
8/31/25	DIST	Asset	N/A	3	1" brass water meters		Precision/Invensys	none	Multi	\$ 18.00		
8/31/25	DIST	Asset	N/A	2	1½" brass water meter		Precision/Invensys	none	Multi	\$ 6.00		
9/30/25	DIST	Asset	N/A	9	¾" brass water meters		Precision/Invensys	none	Multi	\$ 54.00		
9/30/25	DIST	Asset	N/A	1	1" brass water meters		Precision/Invensys	none	Multi	\$ 6.00		
9/30/25	DIST	Asset	N/A	1	2" brass water meter		Precision/Invensys	none	Multi	\$ 6.00		

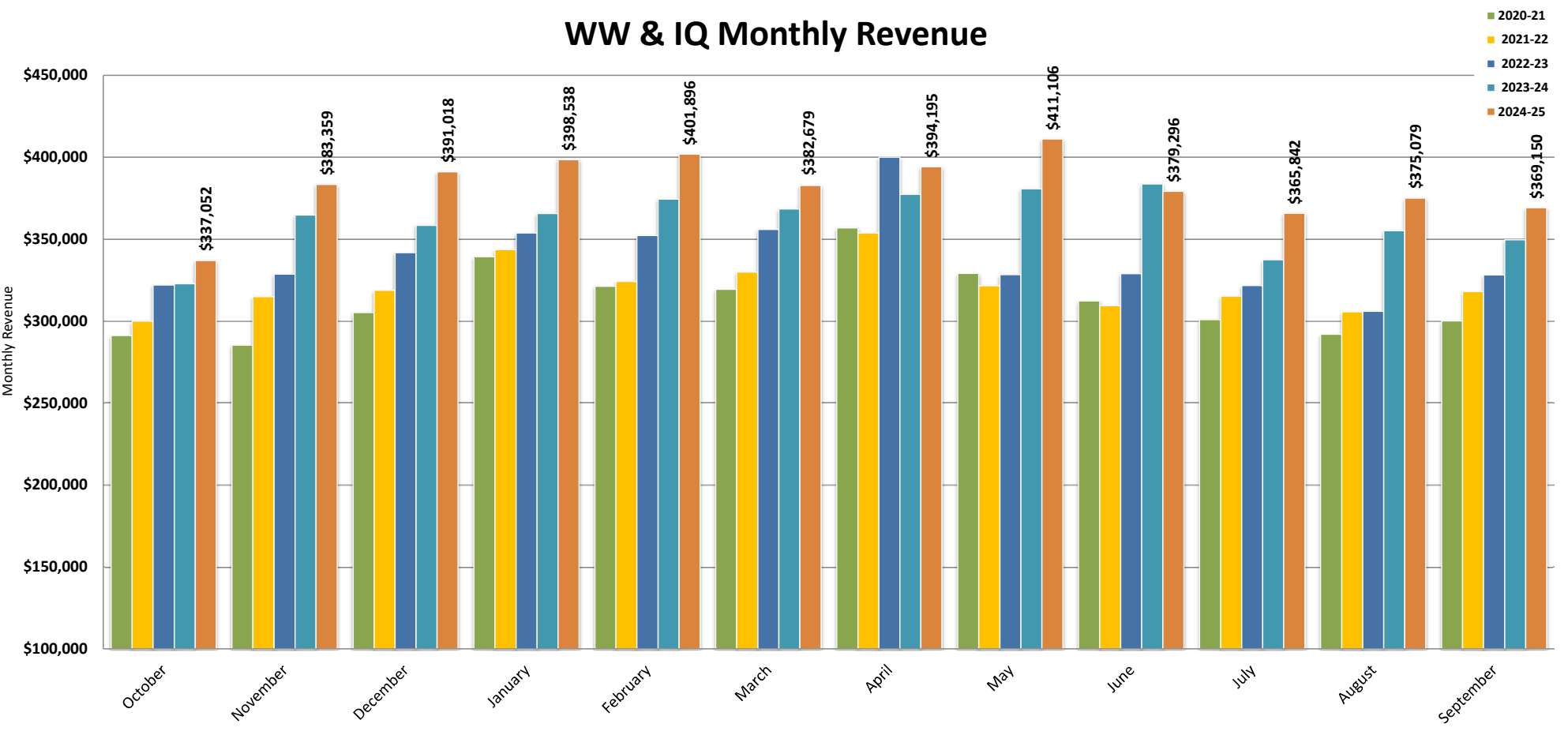
Customer Service Activity Log - October 2025

		Current Month	Monthly Average	Rolling 12 Month Total
UTILITY GENERATED SERVICE ORDERS		192	150	1801
Complaint - customer complaints about an SMRU employee	0			
Get Read - get current meter reading	20			
Miscellaneous - Lead & copper water sample pickups and other	0			
Inquiry - check locked meters or investigate meter conditions	27			
Hydrant Maintenance	2			
Replace Meters - replace old, damaged or hard to read meters	44			
Maintenance - replacement of meter boxes and lids, pruning vegetation	11			
Meters locked for nonpayment	45			
Meters unlocked after payment has been made	43			
CUSTOMER REQUESTED WATER METER SERVICE ORDERS		92	84	1010
Bench Test Meter - testing meter for accuracy at customer's request	0			
Cost and Availability - cost/availability to provide water and/or sewer service	12			
Final Read - final reading for customer	32			
Install Meter/Inspect Meter/Inspect Sewer/Verify Backflow	17			
Request On/Request Off - customer requested meter locked/unlocked	4			
Turn Meter On/Off - for customers to make repairs to their water lines	14			
Pull Meter - nonpayment, tampering, take out of service	3			
Meeting with customer	1			
Customer Requested Read - read meter for customer	9			
PHONE CALLS FOR WATER QUALITY REQUIRING A SERVICE ORDER		7	7	82
Water Quality - customer requested testing by water plant operator	1			
Water Pressure - drop in water pressure	5			
Water Breaks - water main breaks/repairs	1			
Flushing Fire Hydrants - for water quality purposes	0			
PHONE CALLS FOR SEWER REQUIRING A SERVICE ORDER		14	10	114
Odor Complaints	0			
Lift Station - alarm calls/Lift Station Maintenance	9			
Sewer Backups - sewer water backing up into customers home	5			
	0			
TOTAL SERVICE ORDERS		305	251	3,007
Door Hangers, boil water or other notices	47		52	626
SMRU Rereads - reread meter reading for billing	268		220	2636
J; Customer Service; Monthly Board Packet				

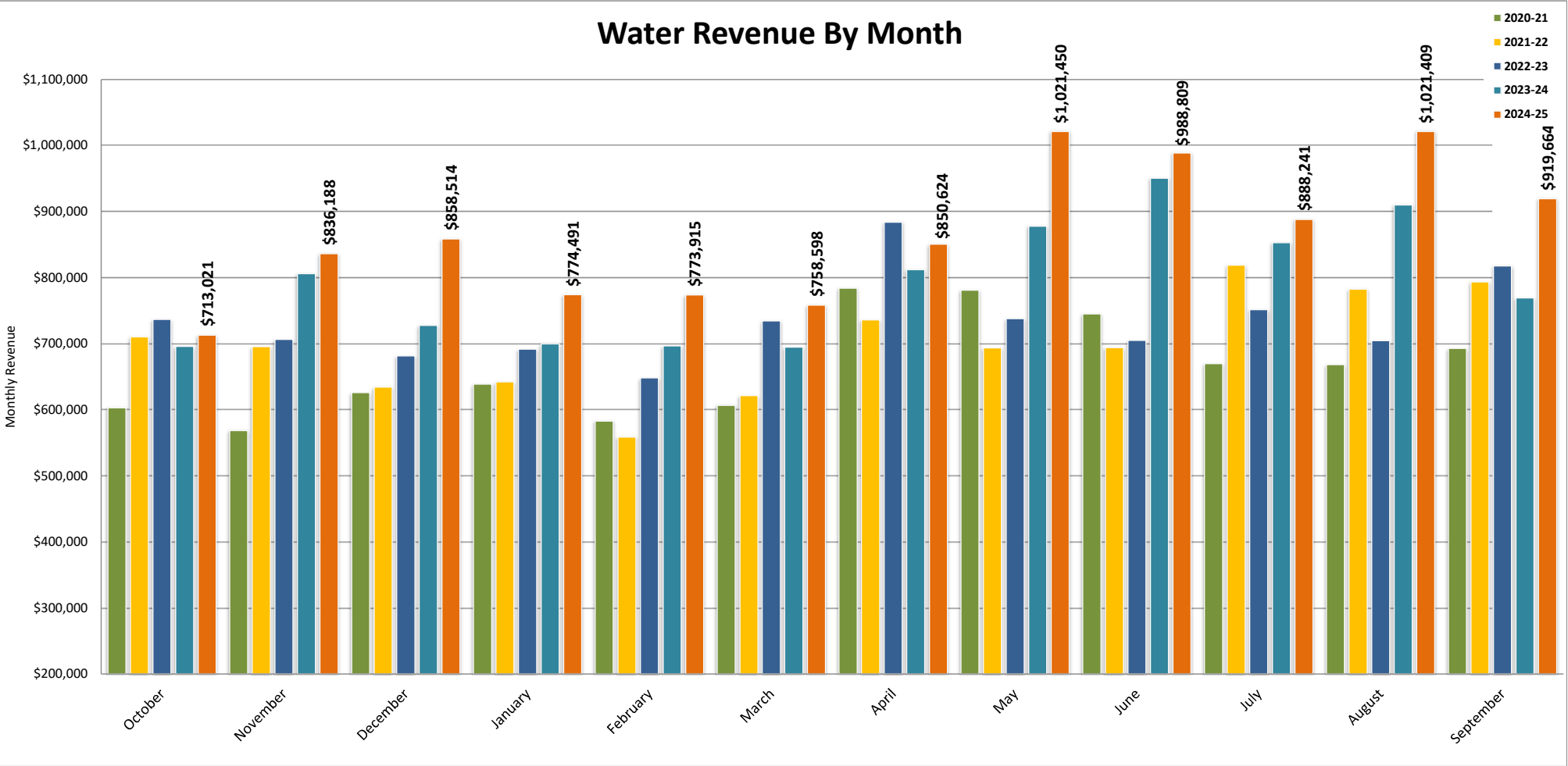
Customer Service Activity Log - September 2025

		Current Month	Monthly Average	Rolling 12 Month Total
UTILITY GENERATED SERVICE ORDERS				
		115	148	1774
Complaint - customer complaints about an SMRU employee	0			
Get Read - get current meter reading	18			
Miscellaneous - Lead & copper water sample pickups and other	0			
Inquiry - check locked meters or investigate meter conditions	28			
Hydrant Maintenance	2			
Replace Meters - replace old, damaged or hard to read meters	11			
Maintenance - replacement of meter boxes and lids, pruning vegetation	13			
Meters locked for nonpayment	19			
Meters unlocked after payment has been made	24			
CUSTOMER REQUESTED WATER METER SERVICE ORDERS				
		74	83	993
Bench Test Meter - testing meter for accuracy at customer's request	0			
Cost and Availability - cost/availability to provide water and/or sewer service	6			
Final Read - final reading for customer	27			
Install Meter/Inspect Meter/Inspect Sewer/Verify Backflow	12			
Request On/Request Off - customer requested meter locked/unlocked	2			
Turn Meter On/Off - for customers to make repairs to their water lines	9			
Pull Meter - nonpayment, tampering, take out of service	1			
Meeting with customer	2			
Customer Requested Read - read meter for customer	15			
PHONE CALLS FOR WATER QUALITY REQUIRING A SERVICE ORDER				
		7	7	81
Water Quality - customer requested testing by water plant operator	1			
Water Pressure - drop in water pressure	2			
Water Breaks - water main breaks/repairs	1			
Flushing Fire Hydrants - for water quality purposes	3			
PHONE CALLS FOR SEWER REQUIRING A SERVICE ORDER				
		9	10	115
Odor Complaints	0			
Lift Station - alarm calls/Lift Station Maintenance	3			
Sewer Backups - sewer water backing up into customers home	6			
TOTAL SERVICE ORDERS				
		205	247	2,963
Door Hangers, boil water or other notices	12		49	583
SMRU Rereads - reread meter reading for billing	324		210	2519

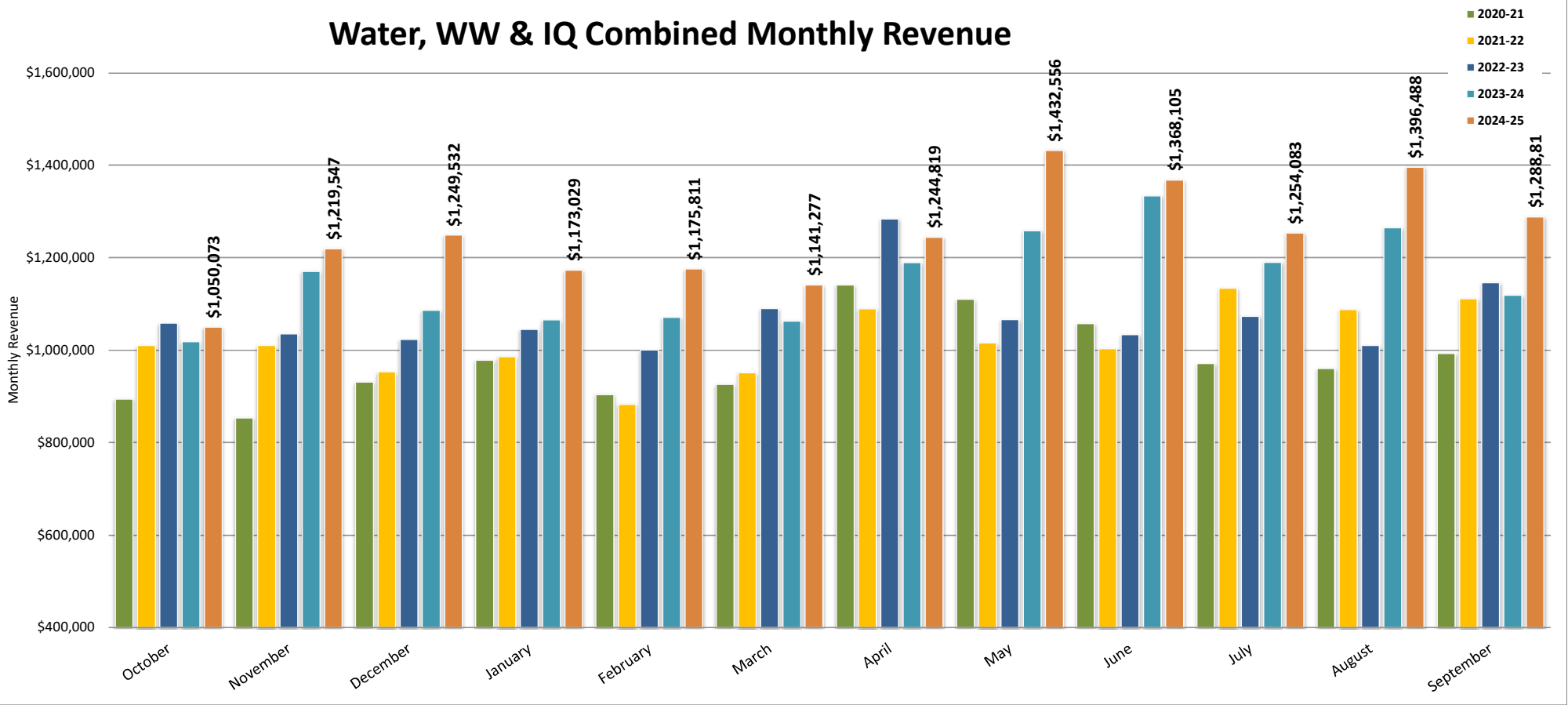
WW & IQ Monthly Revenue



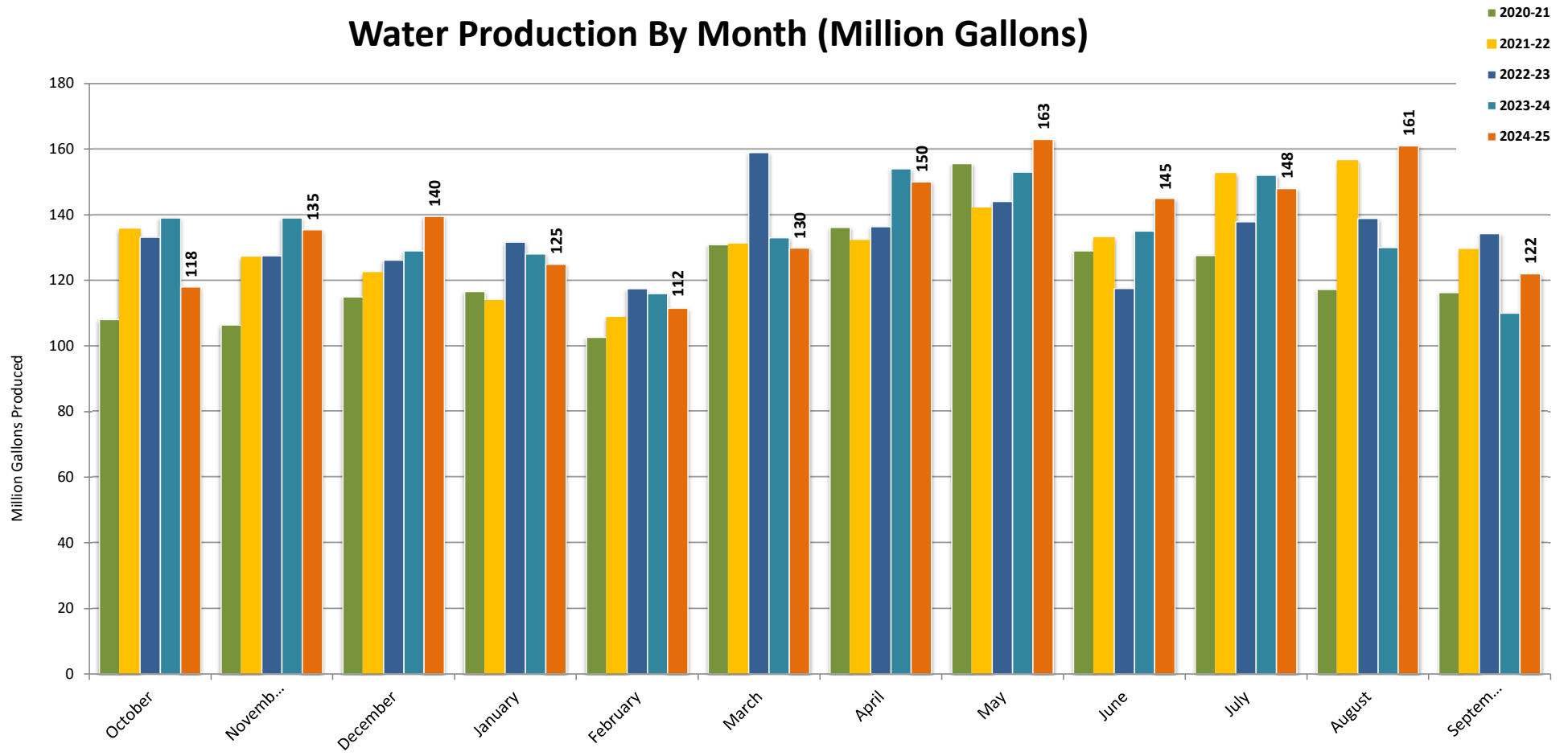
Water Revenue By Month

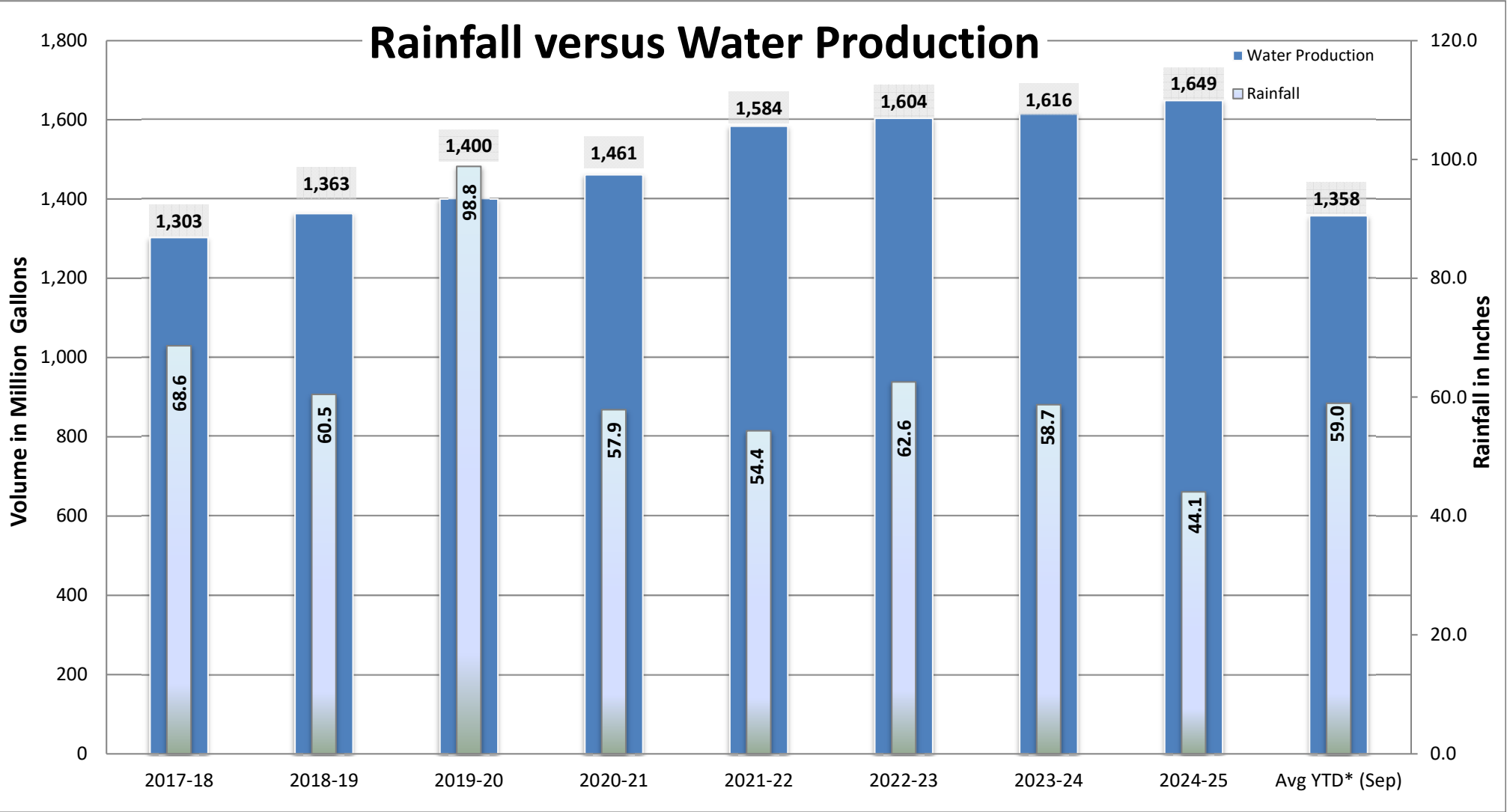


Water, WW & IQ Combined Monthly Revenue



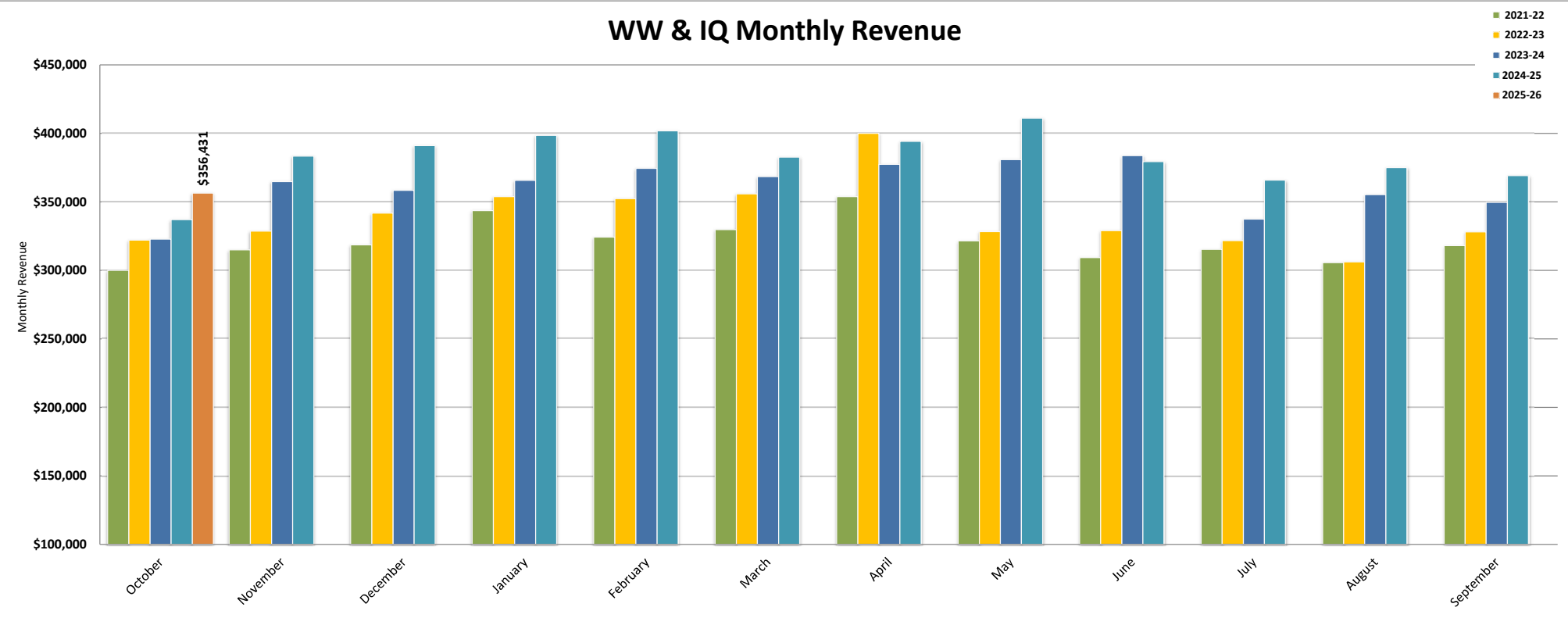
Water Production By Month (Million Gallons)



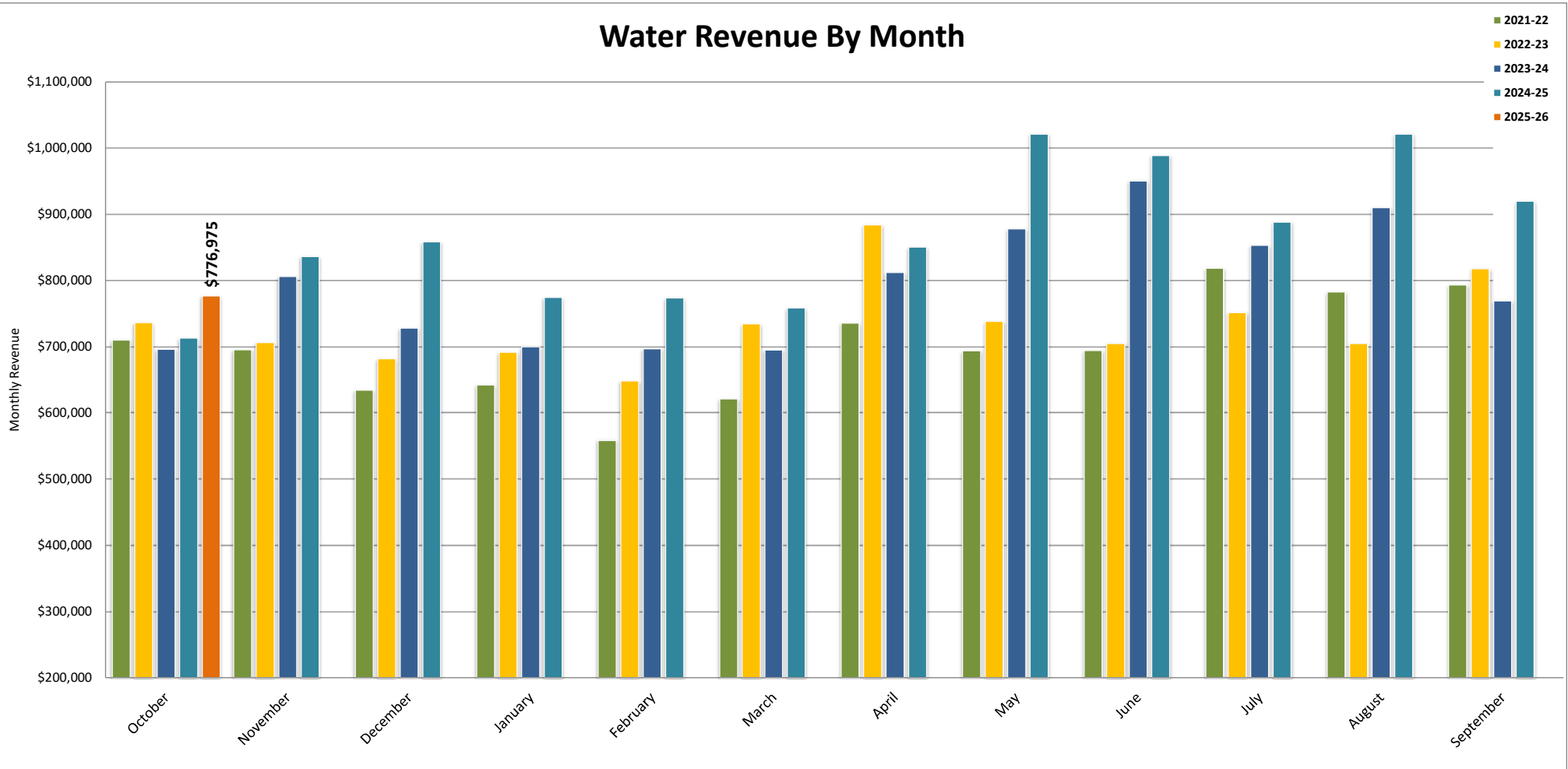


*Average of same months in prior fiscal years

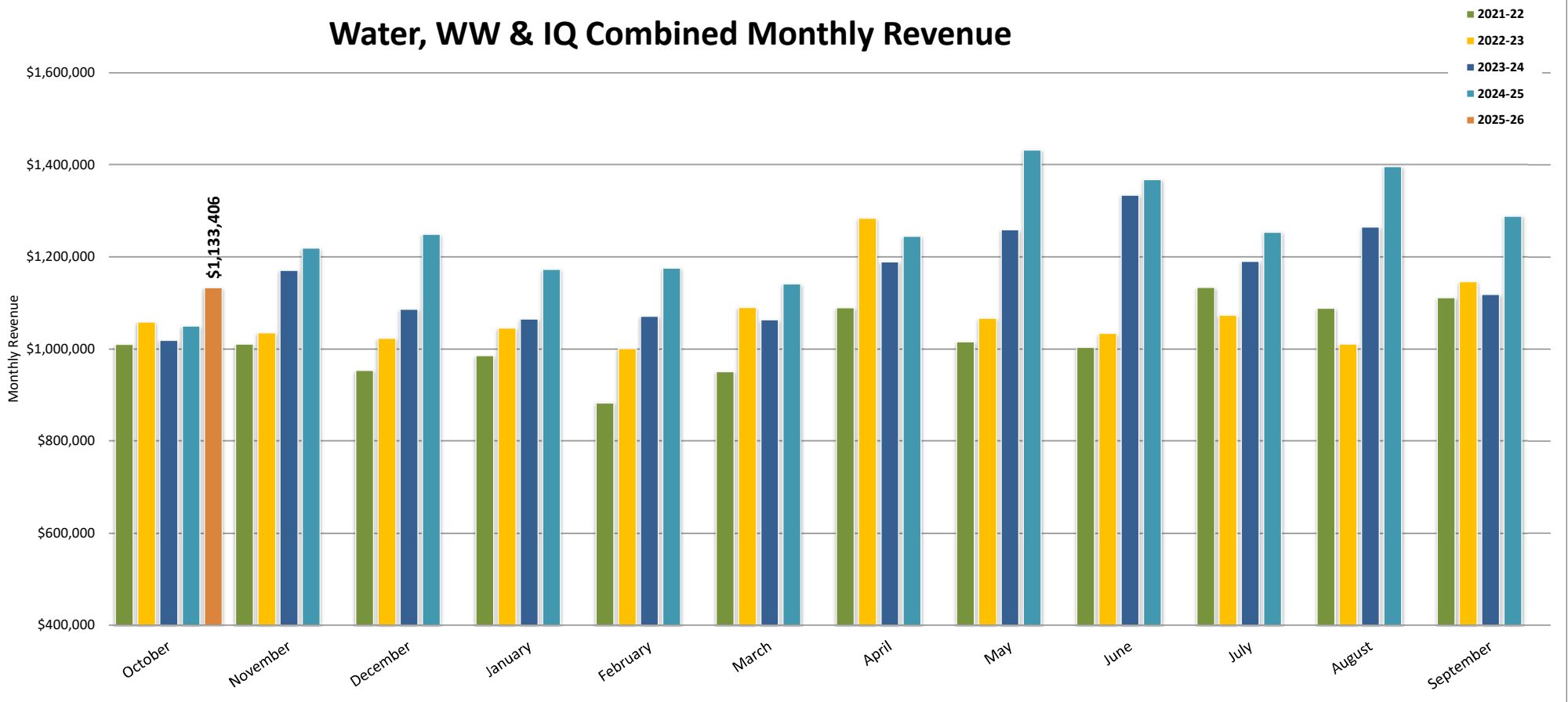
WW & IQ Monthly Revenue



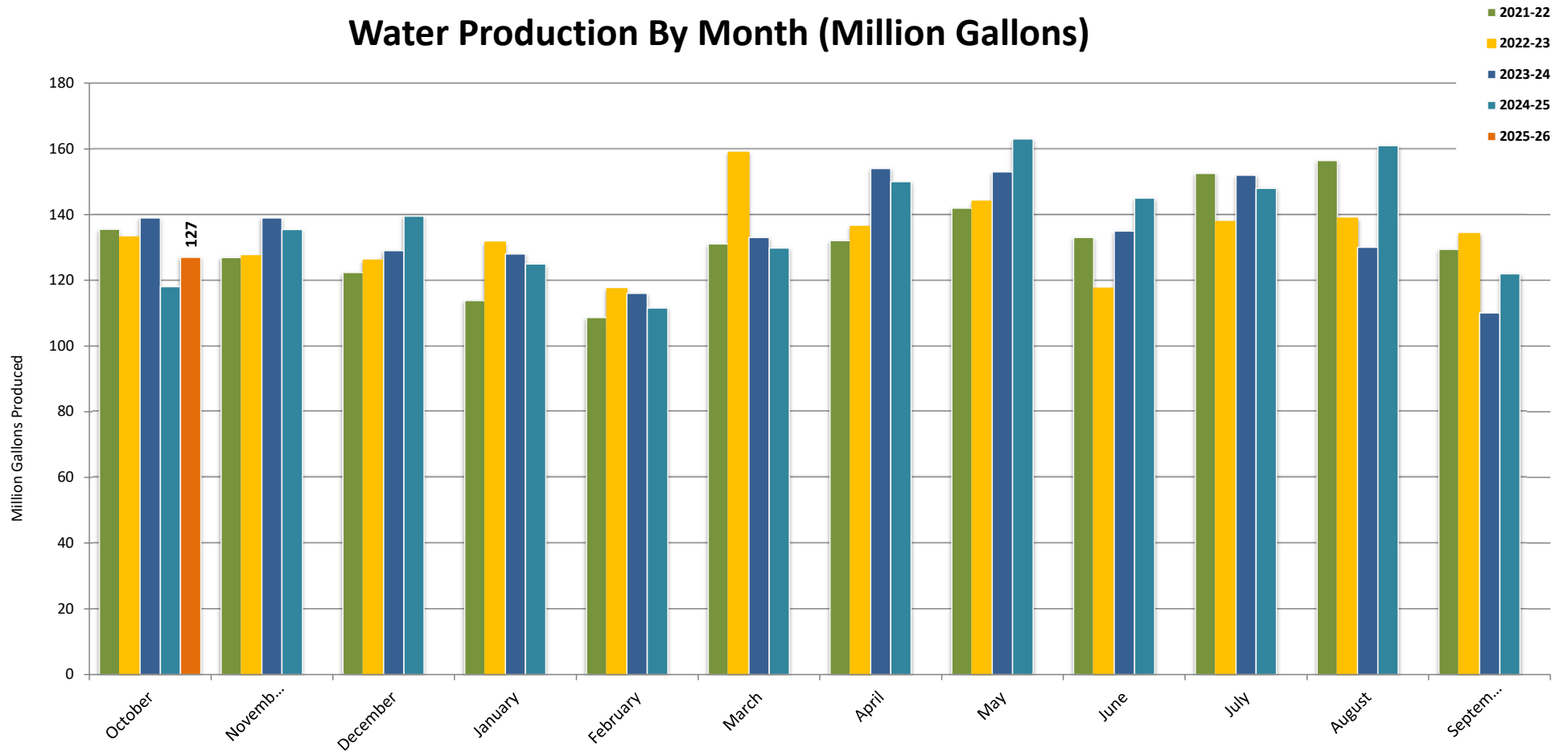
Water Revenue By Month

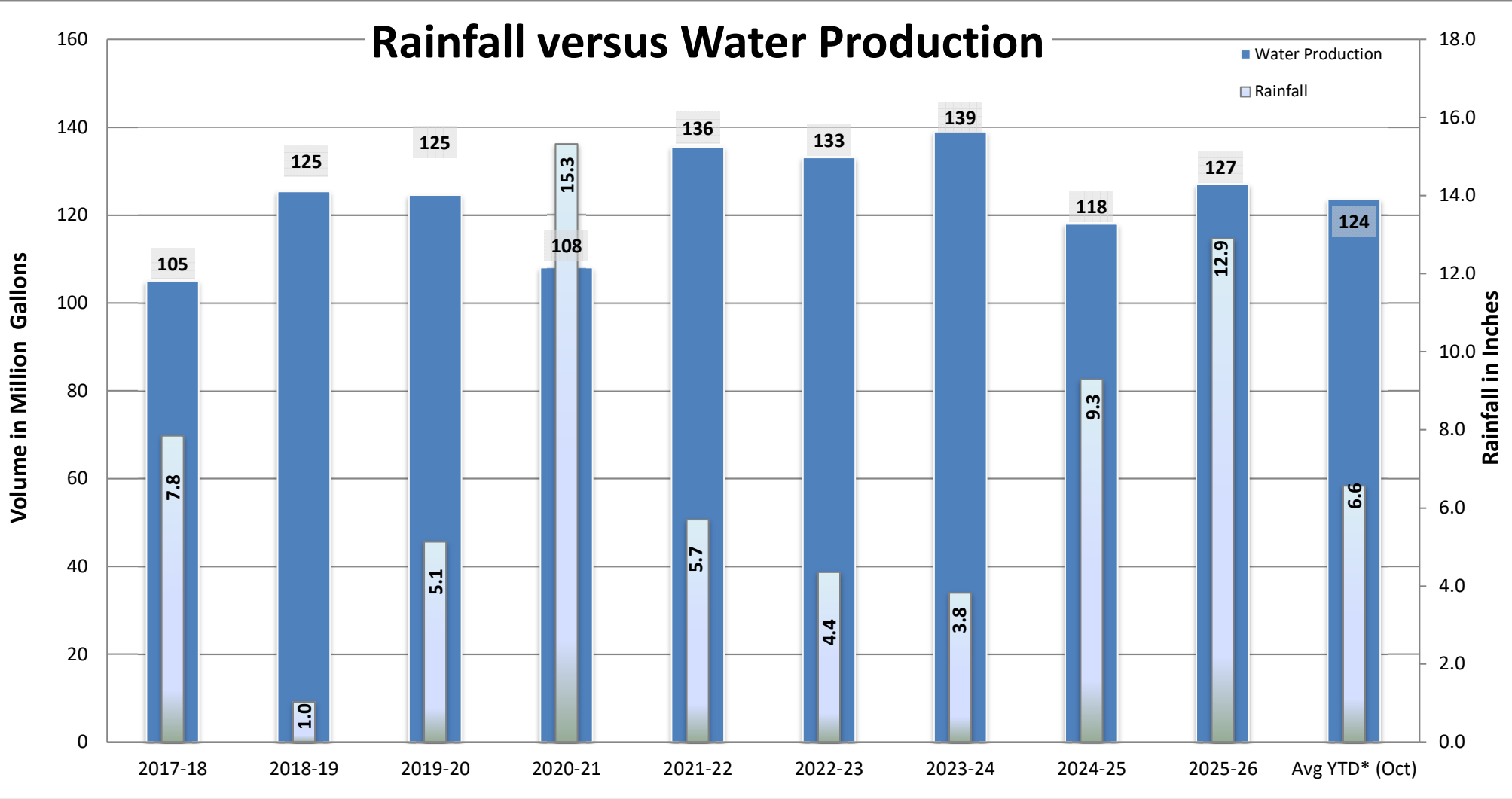


Water, WW & IQ Combined Monthly Revenue



Water Production By Month (Million Gallons)





*Average of same months in prior fiscal years

**SOUTH MARTIN REGIONAL UTILITY
BUDGET FY 2025**

Account Description	FY 2025 Adopted Budget	2023-2024 Prior Year to Date 9/30/2024	2024-2025 Year to Date 9/30/2025	YTD 100% Target
Revenue				
Water Revenues	8,289,525	9,562,985	9,941,505	120%
Waste Water Revenue	3,836,108	4,000,226	3,965,161	103%
Other Services	647,399	598,969	1,153,346	178%
Grants and Donations	0	0	402,945	0%
Misc. Revenues/Interest Income	275,000	1,801,916	1,815,742	660%
Total Operating Revenues	13,048,032	15,964,096	17,278,699	132%
Connection Fees	110,000	259,020	673,576	612%
Contribution in Aid of Construction	620,000	0	122,430	20%
Transfer From Prior Yr Budget	2,923,628	0	0	0%
Transfer from Reserves	955,176	4,330,767	0	0%
Connection Fee Reserves	1,000,000	0	0	0%
Transfer from Debt Service	0	0	407,810	0%
Total Revenues	18,656,836	20,553,883	18,482,515	99%
Expenses				
Payroll	3,256,846	2,986,417	3,124,939	96%
Pension	438,261	351,260	309,117	71%
Benefits	1,018,922	786,650	891,566	88%
Total Personnel	4,714,029	4,124,327	4,325,621	92%
Total Operating	5,276,879	4,726,455	5,086,051	96%
Total Personnel and Operating	9,990,908	8,850,782	9,411,673	94%
Capital Fund (402)	620,000	0	178,806	29%
Capital Fund (406 & 407)	1,110,000	0	0	0%
Renewal & Replacement Fund (403)	5,055,928	3,105,936	1,879,069	37%
Debt Service Fund (404)	1,880,000	1,879,616	1,798,865	96%
Transfer from O&M (403, 404 Net)		4,330,767	3,677,934	
Total Non - Operating	8,665,928	9,316,319	7,534,674	87%
Total Expenses	18,656,836	18,167,100	16,946,346	91%
Total +/-	0	2,386,783	1,536,169	

GL Number	Description	Balance
Fund 401 - UTILITY OPERATIONS/MAINT FUND		
*** Assets ***		
401-000-101.000	CASH IN BANK-SEACOAST NATIONA	1,919,908.48
401-000-101.152	INVESTMENT POOL	20,021,468.05
401-000-101.154	INVESTMENT- FL PALM	503,404.33
401-000-101.155	INVESTMENT-SBA	8,058,425.71
401-000-101.158	INVESTMENT	92,779.90
401-000-102.001	PETTY CASH	300.00
401-000-102.002	CHANGE FUND	650.00
401-000-115.000	ACCOUNTS RECEIVABLE	155.00
401-000-115.401	ACCOUNTS REC-UTILITY BILLING	1,048,312.33
401-000-117.000	ALLOWANCE FOR UNCOLLECTIBLE A	(74,550.05)
401-000-121.000	ASSESSMENTS	284,789.86
401-000-125.121	ASSESSMENT INTEREST RECEIVABL	3,451.47
401-000-131.402	DUE FROM CAPITAL	14,350.00
401-000-131.403	DUE FROM R&R	21,551.91
401-000-141.001	INVENTORY	416,889.32
401-000-154.003	DEFERRED LOSS-2006 REFUNDING	124,839.00
401-000-154.004	DEFERRED LOSS-2010 REFUNDING	100,616.24
401-000-154.010	DEFERRED OUTFLOWS	96,549.00
401-000-155.000	PREPAID ITEMS	146,789.20
401-000-161.901	LAND-WATER SYSTEM	14,303,500.00
401-000-161.902	LAND-WASTE WATER SYSTEM	86,677.00
401-000-162.901	BUILDINGS-WATER	6,950,976.33
401-000-162.902	BUILDINGS-WASTE WATER	5,077,965.37
401-000-162.903	BUILDINGS-GENERAL	452,517.59
401-000-164.901	WATER DISTRIBUTION SYSTEM	36,920,000.22
401-000-164.902	WASTE WATER COLLECTION SYSTEM	27,380,228.73
401-000-164.903	WELLS	6,691,477.27
401-000-165.901	ACCUM DEP-WATER	(24,979,503.79)
401-000-165.902	ACCUM DEP-WASTE WATER	(17,729,514.30)
401-000-166.900	FURNITURE, FIXTURES& EQUIPMEN	3,496,298.94
401-000-166.901	EQUIPMENT-WATER	3,265,715.98
401-000-166.902	EQUIPMENT-WASTE WATER	3,580,703.70
401-000-167.900	A/D-FURNITURE, FIX., & EQUIP.	(3,049,700.69)
401-000-169.900	CONSTRUCTION WORK IN PROGRESS	3,339,155.35
	Total Assets	98,567,177.45
*** Liabilities ***		
401-000-202.000	ACCOUNTS PAYABLE	566,409.95
401-000-207.001	DUE TO GENERAL FUND	106,770.69
401-000-207.403	DUE TO R&R	42,503.00
401-000-210.000	COMPENSATED ABSENCES	191,452.25
401-000-216.000	ACCRUED WAGES PAYABLE	97,189.49
401-000-217.001	FEDERAL WITHHOLDING TAXES	10,093.55
401-000-217.002	MEDICARE TAXES	3,468.68
401-000-217.003	FICA TAXES	14,831.45
401-000-218.001	P/R-DEFERRED COMP	8,329.18
401-000-218.002	P/R-CHILD SUPPORT	602.77
401-000-218.003	P/R-LIFE INSURANCE	289.32
401-000-218.004	P/R-AFLAC	310.59
401-000-218.005	P/R HEALTH	5,516.85
401-000-218.008	125 FLEX PLAN	948.30
401-000-223.001	DEFERRED INFLOWS	148,214.00
401-000-224.903	UTILITY BOND PREMIUM	702,754.30
401-000-229.001	OVERPAYMENTS	32.98
401-000-229.703	DONATIONS	2.00
401-000-232.902	UTILITY BOND PAYABLE 2020	26,030,000.00
401-000-237.001	OPEB LIABILITY	198,780.00
401-000-239.904	NOTE PAYABLE - BOA	9,378,298.61
401-000-239.905	NOTE PAYABLE - BOA	1,146,869.65
	Total Liabilities	38,653,667.61
*** Fund Balance ***		
401-000-276.000	NET ASSETS	59,110,162.57
	Net of Revenues VS Expenditures - Current Year	803,347.27
	Total Liabilities And Fund Balance	98,567,177.45

Schedule of Bond Coverage 2025

Operating Revenue	FY 2025 Adopted Budget	Prior YTD 9/30/2024	YTD 9/30/2025
Water Revenues	8,289,525	9,562,985	9,941,505
Waste Water Revenue	3,836,108	4,000,226	3,965,161
Other Services	647,399	598,969	1,153,346
Miscellaneous Revenues	275,000	1,801,916	2,218,687
Total Operating Revenues	13,048,032	15,964,096	17,278,699
Operating Expenses			
Payroll	3,256,846	2,986,417	3,124,939
Pension	438,261	351,260	309,117
Benefits	1,018,922	786,650	891,566
Total Personnel	4,714,029	4,124,327	4,325,621
Total Operating	5,276,879	4,726,455	5,086,051
Total Personnel and Operating Expenses	9,990,908	8,850,782	9,411,673
Net revenue available for debt service before connection fees	3,057,124	7,113,314	7,867,026
Connection Fees	110,000	259,020	673,576
Net revenue available for debt service including connection fees	3,167,124	7,372,334	8,540,602
Scheduled Debt Service	1,880,000	1,879,616	1,798,865
Debt service coverage before connection fees	1.6	3.8	4.4
Minimum required coverage 1.10			
Debt service coverage including connection fees	1.7	3.9	4.7
Minimum required coverage 1.20			



**SOUTH MARTIN
REGIONAL UTILITY**

CONTRACT MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: Kevin Carey Jr., Interim SMRU Director
RE: Environmental Consulting Services – RFP Award
Date: November 19, 2025

Department: South Martin Regional Utility

Prepared by: Kevin Carey Jr., Interim SMRU Director

Requested by: Administration

Legal Sufficiency Review: Phillip Gildan, Esq., Greenberg Traurig

Contract Title: Agreement for Annual Utility Labor Services

Executive Summary: South Martin Regional Utility (SMRU) owns and operates water production facilities (two water plants and associated well fields). To maintain permit compliance with both the South Florida Water Management District (SFWMD) and the Florida Department of Environmental Protection (FDEP), regular monitoring and reporting of permit requirements is required and must be submitted for agency review.

SMRU recently solicited a Request for Proposal for Environmental Services Consulting. The solicitation was publicly advertised.

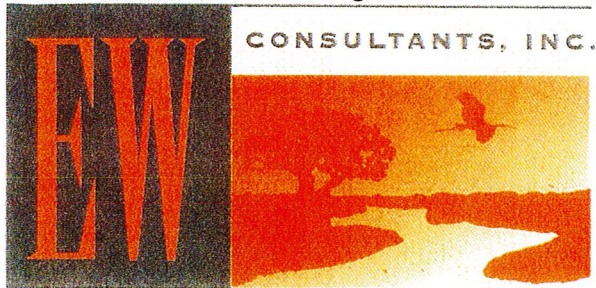
The scope of services for a specified project or a set of projects will be defined in the form of Service Orders. Service Orders will be issued on a per proposal basis. In general, the Consultant, when requested by the Town, will generate a detailed scope document including cost and schedule to accomplish the services requested. The Town will review and approve the Service Order response and issue a Service Order Authorization.

EW Consultants, Inc. provided the only response received to this RFP and has provided excellent services to SMRU for many years previously. Contracts will be prepared for execution by SMRU's legal counsel and available for signature following the November 2025 SMRU board meeting.

Fiscal Impact: Funds will be expended from SMRU Budget, GL line 401-412-531.113 and 401-413-531.113 Professional Services Consulting.

Recommended Action: SMRU staff requests that the SMRU Board approve this award to EW Consultants for Environmental Services Consulting..

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services



October 31, 2025

Town of Jupiter Island, Florida
2 Bridge Road
Hobe Sound, FL 33455

RE: **RFP 2026-01** - SMRU Environmental Consulting Services

To Whom it Concerns:

On behalf of EW Consultants, Inc. I am pleased to submit this proposal to provide Environmental Consulting Services for South Martin Regional Utility (SMRU). As you know, I and my firm have a long history of working with SMRU to help address and resolve environmental, natural resource, and water quality permitting issues. EW Consultants, Inc. is the principal entity interested in this proposal, which has been made without collusion with any other person or entity submitting a proposal pursuant to this Request for Proposals.

For over 25 years, EW Consultants, Inc. has provided SMRU with a wide range of environmental consulting services that have included wetland evaluation, protected species surveys and permitting, and water quality consulting and permitting. Our most recent efforts on behalf of SMRU have included securing issuance of a renewal of the surface discharge permit for the reverse osmosis concentrate discharge permit in 2025 as well as assisting in addressing ongoing wetland monitoring and maintenance in the Hobe Sound National Wildlife Refuge.

We are confident that our past efforts in support SMRU environmental consulting needs, our intimate knowledge and long history of working with the Utility, and the diversity of our staff make us uniquely qualified to meet the environmental consulting needs of SMRU.

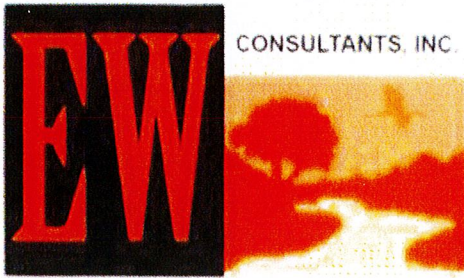
I will continue to serve as your Project Manager for this assignment. I have worked closely with SMRU staff and feel completely comfortable that my firm will be able to continue effectively and efficiently providing high quality environmental consulting services to the for this assignment. There is no learning curve for EW Consultants, Inc. on this assignment, and we look forward to the opportunity to continue meeting your environmental consulting needs and exceeding your expectations.

Sincerely,
EW Consultants, Inc.

A handwritten signature in blue ink that reads 'Edward R. Weinberg'. The signature is fluid and cursive, written over a white background.

Edward R. Weinberg,
President

Natural Resource Management, Wetland, and Environmental Permitting Services



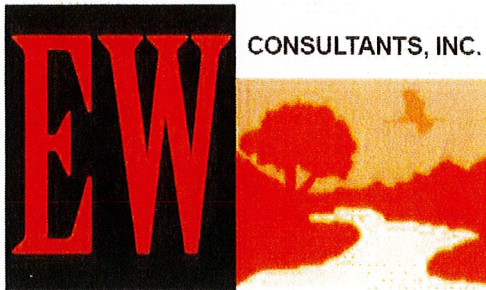
ABOUT EW CONSULTANTS, INC.

EW Consultants, Inc. is a company of environmental and natural resource professionals with expertise in a wide variety of environmental realms. We specialize in environmental assessments, water quality evaluation and monitoring, wetland delineation, listed species surveys, wetland and upland monitoring, stormwater restoration design, wetland and upland natural systems restoration design, natural resource and land management, permit compliance, vegetation inventories, bioassessments, permitting feasibility analyses, and multi-agency government coordination and permitting on the federal, state, and local levels. We have been involved in over 300 diverse environmental projects throughout the state of Florida. All of these projects have required close coordination with applicable permitting agencies. As a result, we have developed close working relationships with county staff, the Water Management Districts, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, the U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service.

The EW Consultants, Inc. fundamental philosophy consists of technical excellence, creativity, and continuous coordination. This combination provides clients with leading edge analyses to address existing and forthcoming environmental challenges and practical regulatory results through long-standing relationships and communication with agency personnel.

Our clients span all sectors and our proven successes show our ability to work with a wide range of interests. Through our experience, we have developed a variety of unique qualifications and capabilities to provide these services and the skill set to assist with projects with complex and multifaceted components. We have successfully led efforts to obtain environmental permits on the federal, state, and local level for residential and commercial developments, assisted public utilities with addressing the consumptive use and discharge permits, and designed and implemented recreational trails and associated interpretative educational signage.

The collective experience of the EW Consultants, Inc. personnel totals over 50 years in professional natural resource and public utility consultation. We not only have well-versed and motivated scientific and permitting staff, but the firm has in-house AutoCADD capabilities.



CONSULTANTS, INC.

Edward Weinberg

With more than 35 years of experience, Ed pursues his passion for the environment through his work as an expert scientist in wetlands planning, permitting and preservation. As President of the company, Ed undertakes a wide range of assignments – from wetlands delineation, water quality analysis and shoreline permitting to endangered species evaluations. In 1997, Ed formed EW Consultants, Inc. He has authored and contributed to numerous studies, presentations and publications for the American Water Works Association and the American Membrane Technology Association. He is a past board member of the Business Development Board of Martin County, and the Economic Council of Martin County, served on the board of directors for the St. Lucie River Initiative and belongs to the Society of Wetlands Scientists, National Association of Environmental Professionals, Florida Association of Environmental Professionals, American Water Works Association, American Membrane Technology Association and the Treasure Coast Builders Association.

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services



Edward R. Weinberg

President

Education

- | | | |
|------|---|---------------------|
| 1987 | Florida Institute of Technology
Master of Science in Oceanography | Melbourne, FL |
| 1985 | St. Bonaventure University
Bachelor of Science in Biology <i>cum laude</i> | St. Bonaventure, NY |

Certification

U.S. Army Corps of Engineers Certified Wetland Delineator,
Jacksonville District (program discontinued)
FDACS Licensed Pesticide Applicator, Aquatic and Natural Areas
Certified

Experience

- | | | |
|----------------|--|------------|
| 1997 – present | EW Consultants, Inc.
President | Stuart, FL |
| 1987-1997 | Kimley-Horn and Associates
Project Scientist, Project Manager, Associate, Shareholder
Office Manager – Stuart Office | Stuart, FL |

Professional Affiliations

Society of Wetland Scientists
National Association of Environmental Professionals
Florida Association of Environmental Professionals
American Water Works Association
Southeast Desalting Association
Treasure Coast Builders Association

EW Consultants, Inc.

Natural Resource Management, Wetland, and Environmental Permitting Services

Civic Activities

St. Lucie River Initiative, Board of Directors 1995-2005

Business Development Board of Martin County, 1995-present

President 1999-2000, 2011-2013

Economic Council of Martin County 1995-present

Chairman, 2007, 2016, 2023

Expert Testimony

Lost Tree Village Ch. 120 Permit Appeal: Indian River County, Florida, 1992 – Wetland quality and permitting testimony in deposition, not called to testify at hearing.

Seabreeze Shoppes: Martin County, Florida, 1999 – Wetland, endangered species, and environmental permitting testimony at 19th Circuit hearing.

Peacock Pond Eminent Domain: Wellington, Florida, 2000 – Wetland and environmental permitting testimony in eminent domain trial.

Ranger Construction Industries: Daytona Beach, Florida, 2002 – Wetland, prescribed fire, and environmental permitting testimony in deposition and at trial for construction litigation, 7th Circuit.

Florida Inland Navigation District: Martin County, Florida, 2003 – Wetland and environmental permit testimony in deposition for eminent domain, not called to trial.

Provident Land, LLC: West Palm Beach, Florida, 2004 – Wetland and environmental permitting feasibility testimony at deposition for eminent domain, case settled before trial.

Martin County Utilities Ch. 120 Permit Appeal: Martin County, Florida, 2004 – Wetland qualitative evaluation and permitting advice in preparation for Ch. 120 hearing, case continued.

City of Port St. Lucie Utilities, Port St. Lucie, Florida, 2004 – Environmental resource permitting and resource assessment advice in preparation for administrative hearing, case settled prior to hearing.

Village of Wellington, Wellington, FL, Big Blue Litigation, ongoing – Wetland and environmental restoration expert testimony at deposition and trial.

Lakepoint Phase I & II v. SFWMD et.al., 2016 – Expert testimony at deposition and trial regarding wetlands, environmental permitting, and wetland delineation.

Publications

Weinberg, Edward R. and J. Potts. 2003. *Shallow Ocean Discharge Permitting of Brackish Water Reverse Osmosis Concentrate.* **AWWA Membrane Technology Conference, Atlanta, GA.**

Weinberg, Edward R. 2002. *Importance of Concentrate Disposal in Developing Future Water Supplies.* **AMTA Bi-Annual Conference, Tampa, FL.**

Weinberg, Edward R. 2002. *A Novel Permitting Approach for Surface Water Discharge of a Membrane Softening Concentrate.* **AMTA Bi-Annual Conference, Tampa, FL.**

Weinberg, Edward R. 1999. *A Methodology for Calculating Actual Dilution of a Membrane Concentrate Discharge to Tidal Receiving Waters.* **AWWA Membrane Technology Conference, Long Beach, CA.**

Weinberg, Edward R. 1997. *A Comparison of the Laboratory Analysis and Receiving Water Effects of a Reverse Osmosis Concentrate Discharge.* **AWWA Membrane Technology Conference, New Orleans, LA.**

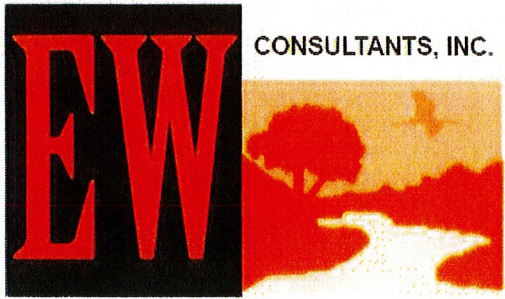
Whiting, David, Steve Wolfe, and Technical Advisory Committee (10 members including E. Weinberg. 1997. *Toxicity From Major-Seawater-Ion "Imbalance".* **AWWA Membrane Technology Conference, New Orleans, LA.**

Weinberg, Edward R. 1996. *A Methodology for Measuring Ion Balance Toxicity in Membrane Concentrates.* **American Desalting Association Biennial Conference and Exposition, Monterey, CA.**

Wolfe, Steve, David Whiting, and Technical Advisory Committee (10 members including E. Weinberg. 1996. *A Test Protocol for Membrane Concentrate Toxicity Resulting From an Imbalance of Seawater Ions.* **American Desalting Association Biennial Conference and Exposition, Monterey, CA.**

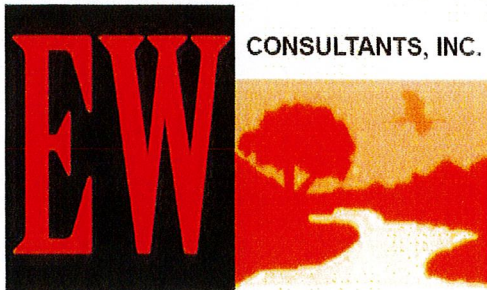
Weinberg, Edward R. 1995. *Ionic Imbalance Toxicity in a Reverse Osmosis Concentrate.* **AWWA Membrane Technology Conference, Reno, NV.**

Potts, John E. and E. Weinberg. 1993. *Toxicity Testing of Brackish Concentrate – Do Current Regulations Apply?* **AWWA Membrane Technology Conference, Baltimore, MD.**



Paul Ezzo, Environmental Planner

Paul is an environmental planner and project manager with more than 30 years of experience, including both government and private sector consulting positions. He possesses a unique combination of extensive environmental and natural resource experience as well as a formal education and certification in city and regional planning. As a planner with Martin County, he provided staff support to the fledging Land Acquisition Selection Committee and assisted the County in the purchase of several significant parcels. As a senior planner with the South Florida Water Management District (SFWMD), his responsibilities included extensive inter-governmental coordination with ten southern Florida counties, as well as the Central Florida, Southwest Florida and Treasure Coast regional planning councils. Paul helped establish the Martin/St. Lucie Service Center for the SFWMD in 1995, and was responsible for administering millions of dollars of grant funding to local governments and utilities.



Paul Ezzo

Senior Professional

Education

1989	University of North Carolina Master of Arts Department of City and Regional Planning	Chapel Hill, NC
1987	Florida State University Bachelor of Science College of Social Science	Tallahassee, FL

Experience

2001–Present	EW Consultants Environmental Planner	Stuart, FL
1995-2001	South Florida Water Management District Senior Planner	Stuart, FL
1994-1995	South Florida Water Management District Staff Planner	West Palm Beach, FL
1991-1994	Martin County Growth Management Environmental Planner	Stuart, FL
1990-1991	Maguire Associates Environmental Planner	Raleigh, NC

Professional Organizations

American Institute of Certified Planners
American Planning Association
Florida Planning Association, Treasure Coast Chapter

Civic Activities

Keep Martin Beautiful, Vice-President

AACF

PAUL MICHAEL EZZO

HAS QUALIFIED AS A
MEMBER
AMERICAN INSTITUTE OF CERTIFIED PLANNERS

JULY 1994

DATE OF MEMBERSHIP

Loanne Jarrett
PRESIDENT

Alvin Banker
EXECUTIVE DIRECTOR

State of Florida

Department of State

I certify from the records of this office that EW CONSULTANTS, INC. is a corporation organized under the laws of the State of Florida, filed on September 18, 1997, effective September 15, 1997.

The document number of this corporation is P97000081487.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 10, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of February, 2025*



A handwritten signature in black ink, appearing to be "J. M. ...", written over a horizontal line.

Secretary of State

Tracking Number: 8113049970CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

September 19, 2024

REGISTERED VENDOR NO.: 109909

Mr. Edward Weinberg, President
EW Consultants, Inc.
1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996

CERTIFICATION EFFECTIVE DATE:
October 17, 2024

CERTIFICATION EXPIRATION DATE:
October 17, 2027

Dear Mr. Weinberg:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Environmental Consulting and Assessments; Wetland and Wildlife Delineation and Mitigation; Permitting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

MARTIN COUNTY BUSINESS TAX RECEIPT

2025 / 2026



EXPIRES: September 30, 2026

Account #: 19992750278

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 1000 SE MONTEREY COMMONS BLVD 208

Business Phone: (772)287-8771

NAICS Code: 541620

State License: CITY APPROVED

Business Description:

PUBLIC SERVICE (ENVIRONMENTAL CONSULTANTS)

Business Name

E W CONSULTANTS INC.,

Business DBA

Owner Name

WEINBERG, EDWARD R. (OWNER)

E W CONSULTANTS INC.,
1000 SE MONTEREY COMMONS BLVD UNIT 208
STUART, FL 34996

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date 07/08/2025

Receipt Number

BTR-24-00242049

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski · Martin County Tax Collector

Website:
MartinTaxCollector.com

3485 SE Willoughby
Blvd. Stuart, FL 34994

Phone:
(772)288-5600

To renew your Business Tax Receipt, visit our payment menu
at martintaxcollector.com.

Contact our office by email at btdept@martintax.us if any of the following changes occur with your business:

- Business Name
- Mailing Address
- Ownership
- Closing your Business
- Physical Location

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A \$250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website <https://martintaxcollector.com/local-business-tax/> for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.



BUSINESS TAX RECEIPT BTR-10346



Business: EW CONSULTANTS, INC

Fictitious Name (if any):

Corporate Name: EW Consultants, Inc.

Expires: September 30, 2026

Class	Description
170280	Consultant

Location: 1000 SE MONTEREY COMMONS BLVD 208,
STUART

Issued to: EDWARD WEINBERG

Primary License# (if any):

To learn more, scan this barcode or visit stuarfl.viewpointcloud.com/#/records/389042

RFP PACKAGE COVER SHEET

Project Title:	RFP 2026-01 ENVIRONMENTAL CONSULTING SERVICES
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Contractor Company Name:	EW Consultants, Inc.
--------------------------	-------------------------------

Enclose the following documents:

- 1. RFP Response Cover Sheet. (B1)
- 2. RFP Response (B2) **Must be signed**
- 3. Schedule of Consultant Rates (B3) **Paper Form must be signed**
- 4. Reference List (B4)
- 5. Affidavit of Consultant re Noncollusion (B5). Be sure to sign and notarize the signature.
- 6. Drug Free Certification (B6)
- 7. Copies of licenses, certifications, and registrations

Clearly mark the outside lower left corner of the Envelope with the firm name, RFP number and title, and the date and time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING FORMS ARE TO BE RETURNED WITH YOUR RFP RESPONSE.

Submit one (1) original, one (1) electronic version and five (5) photocopies of your RFP Response.

AVOID RFP RESPONSE REJECTION:

All RFP Response must be submitted on the provided forms (B1 – B6).

Forms B2 and B5 must be signed in ink by an officer authorized to bind the Consultant. All Forms must be fully completed.

RFP
SOUTH MARTIN REGIONAL UTILITIES: RFP 2026-01

Proposal of: EW Consultants, Inc.
(Consultant Company Name)

Schedule of Fees

Consultant agrees to furnish, unless otherwise provided, all labor, and other things necessary for the performance and completion of the services for the amount indicated above.

The undersigned Consultant declares to SMRU that:

1. No Lobbying. Consultant acknowledges that contact by Consultant, or anyone representing Consultant, regarding this RFP, with the Town Mayor, any Town Commissioner, Officer, Town employee, SMRU employee, other than the Town Clerk or the SMRU attorney, is grounds for disqualification.
2. This RFP Response is made in good faith, without collusion or fraud and is fair and competitive in all respects.
3. The Consultant has carefully and to his full satisfaction examined the RFP, and Consultant has read all addenda issued by SMRU.
4. Consultant represents that it has taken all necessary steps to ascertain the nature of the services and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the services,.
5. Upon receipt of a Notice of Intent to Award the contract the Consultant must: 1) commence obtaining Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from Town, as such documents will be required prior to execution of a Contract.

- 6. Consultant understands that the contract time starts on the date executed by the Town.
- 7. Consultant furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the Town may withdraw the offer and contract with another Consultant.
- 8. The Consultant states that this RFP Response is the only response to this RFP; and Consultant may not be a subConsultant on another Consultant's RFP Response.

10. SMRU reserves the right to select one or more Consultants RFP Responses.

11. The following officer, director or agent of the Consultant is also an employee of Town:

Name

None

Address

N/A

12. The following employee(s) of Town hold, either directly or indirectly, an interest of 10% or more of Consultant or its affiliates or subsidiaries:

Name

N/A

Address

None

13. Neither SMRU nor its representatives warrant or represent that any award will be made as a result of the issuance of this RFP. Any recipient of this RFP or Consultant who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof.

14. Consultant and all affiliates, suppliers, subConsultant, or consultants who will perform the Services have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the thirty-six (36) months immediately preceding the date of this Bid.

15. Consultant acknowledges that ADDENDA NO(S). have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Consultant.

16. By signing and submitting this RFP Response, Consultant represents that all RFP Response Forms are fully complete and accurate.

17. Consultant acknowledges that the RFP Response may be rejected if all Forms are not fully

complete, not accurate or if forms are not signed by properly authorized signatures where required.

18. The undersigned official of Consultant is properly authorized to submit this RFP Response and to bind the Consultant.

Consultant Company Name: EW Consultants, Inc.

Business Address: (Street, Town, State, Zip Code) 1000 Se Monterey Commons Blvd.

Ste. 208 Stuart, FL 34996

State of Incorporation: Florida

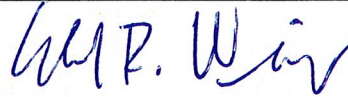
Telephone: 772-287-8771 Fax: _____

Email: eweinberg@ewconsultants.com

FEI/EIN # 65-0793373

CONSULTANT:

Signature of Official authorized to bind Consultant.



Print Name: Edward Weinberg

Title: President

Date: 10/31/25

(COPY OF REGISTRATION OR BUSINESS TAX RECEIPT – MUST BE OBTAINED PRIOR TO CONTRACT EXECUTION)

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

SCHEDULE OF BID ITEMS

TOWN OF JUPITER ISLAND SOUTH MARTIN REGIONAL UTILITY: RFP 2026-01

SERVICES TITLE: Environmental Consulting Services

Classification	Hourly Rate
Senior Professional	\$125.00
Project Manager	\$100.00
Environmental Scientist	\$85.00
CADD Technician (including software & equipment)	\$85.00
Field Scientist	\$75.00
Project Assistant/ Field Technician	\$55.00
Direct Expenses	At cost, no mark up

Bid Items: Definitions and Scope

General Scope

SMRU provides water, wastewater and reclaimed water utility services to Jupiter Island and mainland Hobe Sound. These services include but are not limited to: drinking water supply, treatment & distribution, wastewater collection & treatment, and reclaimed water distribution, etc.

A. Introduction

With this Request for Proposal (RFP), SMRU/Town of Jupiter Island is soliciting proposals for non-exclusive environmental consulting related to environmental issues associated with the Utility system operations and implementation of the Utility's Water, Wastewater and Reclaimed Water services, including the SMRU FDEP Ocean Outfall Permit compliance and renewal.

C. Scope of Services

The exact scope of services under this Contract will be determined during the life of the contract. The selected consultants shall support SMRU/TOWN staff with its planning, permitting, assessment, implementation, monitoring, compliance, reporting and operations of utility system operations and implementation of the SMRU/TOWN's annually approved operating budget projects, and any other SMRU/Town projects involving environmental or biological issues. Individual service orders will be established by the SMRU/Town and presented to the Consultant for scope of work, fee, and schedule. Individual Service Order fees will be established based on the approved rates of the Contract. Service orders will be issued for each service proposal accepted by the SMRU/Town. The Consultant will be issued a memorandum from the Town issuing the individual service order with a copy of the Consultant's proposal and the Town's service order incorporated therein. All services to be performed under this Contract will be located within the immediate vicinity of Hobe Sound, Martin County, Florida, and the Town of Jupiter Island, Florida.

The successful proposer(s) will provide a full range of environmental consulting services for the Town. These services will include but not be limited to the following:

Environmental Consulting: The scope of services for a specified project or a set of projects will be defined in the form of Service Orders. Service Orders will be issued on a per proposal basis. In general, the Consultant, when requested by the Town, will generate a detailed scope document including cost and schedule to accomplish the services requested. The Town will review and approve this Service Order and issue a Service Order Authorization memorandum.

Emphasis in the Scope of Work should be placed upon, but not limited to, the following general types of environmental consulting services and tasks, if requested by the Town:

1. Environmental and Biological assessments and reports
2. Environmental analyses and evaluations
3. Permitting and coordination with environmental regulatory agencies
4. Establishing mixing zones and various water quality evaluations
5. Environmental permitting including membrane (reverse osmosis and nanofiltration)

- concentrate/by-product disposal and reuse
6. Wetland delineation, permitting, mitigation and monitoring
 7. Technical studies, services and reports
 8. Water quality modeling of receiving water bodies
 9. Ocean Outfall Permit compliance requirements

Perform planning, studies, investigations, preparation of reports, sketches, and analyses as required for project bidding, inspection and administration of construction, permitting, preparation of applications for grants and loans, etc.

Services will be rendered in response to periodic written service order authorizations issued by SMRU on an as needed basis. No assignment, minimum amount of Services, or minimum compensation is guaranteed under this agreement.

**SOUTH MARTIN REGIONAL UTILITY:
RFP 2026-01**

LIST OF REFERENCES

1. Owner's Name & Address: Town of Jupiter Water Utilities 201 Military Trail
Jupiter, FL 33458

Project: Environmental Consulting Services

Contact Person Amanda Barnes, P.E., Director

Telephone: (561) 741-2300 Fax: () _____ E-Mail: amandab@jupiter.fl.us

2. Owner's Name & Address: Martin County Utilities and Solid Waste 3473 SE Willoughby Blvd.,
Stuart, FL 34994

Project: Wetland Permitting and Monitoring

Contact Person Sam Amerson, P.E., Director

Telephone: (772) 221-1434 Fax: () _____ E-Mail: samerson@martin.fl.us

3. Owner's Name & Address: Village of Tequesta Utilities Department, 901 N. Old Dixie Hwy
Tequesta, FL 33469

Project: Environmental Permitting

Contact Person Allyson Felsburg, Deputy Utilities Director

Telephone: (561) 768-0497 Fax: () _____ E-Mail: afelsburg@tequesta.org

th

4. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ Mail: _____

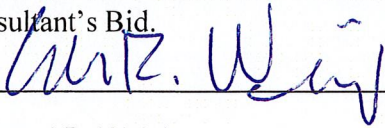
AFFIDAVIT OF CONSULTANT
Re Non-collusion and Public Entity Crime

(B5)

State of Florida }
County of Martin }


Edward R. Weinberg, being first duly sworn, disposes and says that:
(Name)

1. I am the President of EW Consultants, Inc. the
Consultant. (Title) (Name of Company)
2. I am fully informed respecting the preparation and contents of the attached South Martin Regional Utility; RFP 2026-01 and of all pertinent circumstances respecting such RFP;
3. Such RFP Response is genuine and is not a collusive or sham response;
4. The hourly rates and prices quoted in the attached RFP Response are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Consultant or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
5. Neither the Consultant nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Consultant, or any affiliate or subsidiary of Consultant has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six (36) months prior to the date of Consultant's Bid.

(Signed) 
(Print Name) Edward R. Weinberg
(Title) President

ON THIS 30th DAY OF October, 2025, the foregoing Affidavit of Consultant was acknowledged before me by K. Muscarella, the of Bus. Mgr, EWC, as an act of the Consultant. He/She is:

- personally know to me OR
- produced the following identification: _____

Notary Public signature: 
Print Name: Kathryn Muscarella
Commission No. HH659132

SOUTH MARTIN REGIONAL UTILITY: RFP 2026-01

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Consultant, in accordance with Florida Statute 287.087 hereby certifies to South Martin Regional Utility that

EW Consultants, Inc. 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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and 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 this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (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 Chapter 1893, 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 this section.

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

Edward R. Weinberg
Authorized Signature

Edward R. Weinberg
Print Name

10/31/25
Date



**SOUTH MARTIN
REGIONAL UTILITY**

CONTRACT MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: Kevin Carey Jr., Interim SMRU Director
RE: G3 Contracting Inc. – Piggyback Contract
Date: November 19, 2025

Department: South Martin Regional Utility
Prepared by: Kevin Carey Jr., Interim SMRU Director
Requested by: Administration
Legal Sufficiency Review: Phillip Gildan, Esq., Greenberg Traurig

Contract Title: Agreement for Annual Utility Labor Services

Executive Summary: SMRU operates two Water Treatment Plants, a Wastewater Treatment Plant, a Potable Water distribution system, an Irrigation Quality Water distribution system, a Raw Water collection system, and a Wastewater collection and transmission system. Over time, these plants and systems require repair and replacement projects to ensure SMRU provides its customers with continuous, high quality service.

G3 Contracting, Inc. has agreed to allow SMRU to piggyback their recent contract with Indian River County, FL for the repair and replacement services that SMRU requires from time to time, which contract was competitively bid and awarded by Indian River County. Staff desires to piggyback this contract for general utility labor services on an as-needed basis.

Fiscal Impact: Funds will be expended from SMRU Budget GL line 401-412-546.102 Repair/Maint. Water; 401-413-546.102, Repair/Maint. Wastewater; 401-414-546.102; REPAIR/MAINT, Infrastructure.

Recommended Action: SMRU staff requests that the SMRU Board approve this piggyback agreement with G3 Contracting, Inc., and authorize the Mayor to sign the agreement.

AGREEMENT FOR ANNUAL UTILITY LABOR SERVICES

THIS AGREEMENT FOR ANNUAL UTILITY LABOR SERVICES is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the “**Owner**”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and G3 Contracting, Inc. dba Industry Standard, (the “**Contractor**”), with its principal address at 431 County Road 415, New Smyrna Beach, FL 32168.

WITNESSETH:

WHEREAS, Indian River County, Florida (the “**County**”) accepted Contractor’s bid, dated September 9, 2024 (the “**Contractor’s Bid**”), for utility construction labor services for various water transmission and distribution improvements, wastewater collection and reclaimed water transmission system improvements, and various and sundry lift station rehabilitation and related projects (the “**Services**”) submitted in response to County Request For Proposals 2025005, pursuant to a competitive public bidding process by the County (the “**RFP**”), and entered into the Continuing Contract Agreement for Annual Utility Labor Services, between the County and Contractor, dated October 22, 2024, as amended by First Amendment to Agreement, effective February 25, 2025 (the “**Contract**”); and

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

WHEREAS, Owner desires to obtain Services; and

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

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

I. RECITALS

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

II. AMENDMENTS

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

1. General. Where provisions of the County Bid and the Contract Documents refer to “Indian River County” or “County” as the owner/contracting party, replace it with “Town of Jupiter Island, Florida.” Where provisions of the Contract refer to “Agreement” or “Contract”, it will refer to the Contract as modified by this Agreement. Where provisions of the Contract refer to County service locations, it will refer to Owner’s facilities in Martin County. Where provisions of the Contract Documents refer to “Indian River County Department of Utility Services”, it will refer to Owner’s South Martin Regional Utility (“SMRU”). Where provisions of the Contract documents refer to the Indian River County Utility Services Water & Wastewater Utility Standards, dated May 2019, or latest edition, it will refer to SMRU’s Policies and Procedures Manual. Where provisions of the Contract Documents refer to the Indian River County Urban Service Area, it shall refer to the SMRU Utility Service Area.

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

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

4. Service Orders.

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

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

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

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

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

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

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

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

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

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

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

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

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

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

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

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

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island

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

For notices and communications to Contractor:

G3 Contracting, Inc.
431 County Road 415
New Smyrna Beach, Florida 32168
Email: jbreig@is-standard.com

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

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

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

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

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

12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor must provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section

287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.

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

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

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

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

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

18. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax,

social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

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

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

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

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

competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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

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

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

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

By: _____
Penelope Townsend
Its Mayor

(TOWN SEAL)

Date: _____

G3 CONTRACTING, INC.

dba Industry Standard

By: Brett Garmon
Name:

Its: Authorized Representative

EXHIBIT 1

Proposal Pricing Form RFP 202500

Company Name:

G3 Contracting, Inc. DBA Industry Standard

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
SECTION A					
A1	Mobilization				
	(a) Emergency Event	EA	\$ 4,200.00		
	(b) Non - Emergency Event	EA	\$ 2,000.00		
	(c) 100% Public Construction Bond - percent of project price	%	4.00%		
	(d) Confined Space Entry Compliance (per site)	LS	\$ 82.00		
	(e) Cost of Compliance with trench safety standards	LF	\$ 100.00		
	(f) Cost of Compliance with trench special shoring requirements	SF	\$ 45.00		
A2	Traffic Control/NPDS compliance				
	(a) Residential Street	LF	\$ 1.50		
	(b) Arterial Roadway	LF	\$ 2.50		
	(c) FDOT Roadway	LF	\$ 4.50		
	(d) Erosion Control/BMP	LF	\$ 80.00		
A3	Video Documentation				
	(a) Pre-Construction	LF	\$ 4.00		
	(b) Post-Construction Video	LF	\$ 3.00		
A4	Water Main - PVC				
	(a) 2-inch	LF	\$ 3.00	\$ 43.00	\$ 46.00
	(b) 4-inch	LF	\$ 9.57	\$ 69.43	\$ 79.00
	(c) 6-inch	LF	\$ 21.00	\$ 66.00	\$ 87.00
	(d) 8-inch	LF	\$ 36.00	\$ 54.00	\$ 90.00
	(e) 10-inch	LF	\$ 53.00	\$ 57.00	\$ 110.00
	(f) 12-inch	LF	\$ 75.00	\$ 60.00	\$ 135.00
	(g) 16-inch	LF			
	(h) 18-inch	LF			
	(i) 20-inch	LF			
	(j) 24-inch	LF			
A5	Water Main - DIP Cement Lined Interior for Water Mains				
	(a) 4-inch	LF	\$ 54.00	\$ 42.00	\$ 96.00
	(b) 6-inch	LF	\$ 42.00	\$ 42.00	\$ 84.00
	(c) 8-inch	LF	\$ 44.00	\$ 51.00	\$ 95.00
	(d) 10-inch	LF	\$ 65.00	\$ 125.00	\$ 190.00
	(e) 12-inch	LF	\$ 86.00	\$ 113.00	\$ 199.00
	(f) 16-inch	LF			
	(g) 18-inch	LF			

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
	(h) 20-inch	LF			
A6	Sewer Pipe - DIP Epoxy Lined Interior for Sewer Force Mains				
	(a) 4-inch	LF	\$ 53.00	\$ 52.00	\$ 105.00
	(b) 6-inch	LF	\$ 43.00	\$ 62.00	\$ 105.00
	(c) 8-inch	LF	\$ 55.00	\$ 60.00	\$ 115.00
	(d) 10-inch	LF	\$ 65.00	\$ 65.00	\$ 130.00
	(e) 12-inch	LF	\$ 88.00	\$ 117.00	\$ 205.00
	(f) 16-inch	LF			
	(g) 18-inch	LF			
	(h) 20-inch	LF			
	(i) 24-inch	LF			
A7	DIP Pipe, Epoxy Lined Class 52, Flanged Joint				
	(a) 4-inch	LF	\$ 228.00	\$ 200.00	\$ 428.00
	(b) 6-inch	LF	\$ 256.00	\$ 200.00	\$ 456.00
	(c) 8-inch	LF	\$ 330.00	\$ 220.00	\$ 550.00
	(d) 10-inch	LF	\$ 395.00	\$ 225.00	\$ 620.00
	(e) 12-inch	LF	\$ 489.00	\$ 234.00	\$ 723.00
A8	PVC Gravity Sewer - 8 inch				
	(a) 0'-6'	LF			
	(b) 6'-8'	LF			
	(c) 8'-10'	LF			
	(d) 10'-12'	LF			
	(e) 12'-14'	LF			
A9	PVC Gravity Sewer - 10 inch				
	(a) 0'-6'	LF			
	(b) 6'-8'	LF			
	(c) 8'-10'	LF			
	(d) 10'-12'	LF			
	(e) 12'-14'	LF			
A10	Connect to Existing Pipe				
	(a) (<12")	EA	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00
	(b) (>=12")	EA	\$ 1,500.00	\$ 4,000.00	\$ 5,500.00
A11	Precast Concrete Manhole-Lined				
	(a) 0'-6'	EA			
	(b) 6'-8'	EA			

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
	(c) 8'-10'	EA			
	(d) 10'-12'	EA			
	(e) 12'-14'	EA			
A12	Precast Concrete Manhole-Unlined				
	(a) 0'-6'	EA			
	(b) 6'-8'	EA			
	(c) 8'-10'	EA			
	(d) 10'-12'	EA			
	(e) 12'-14'	EA			
A13	Mechanical Joint Bell Restraints-PVC				
	(a) 2-inch	EA	\$ 70.00	\$ 300.00	\$ 370.00
	(b) 4-inch	EA	\$ 75.00	\$ 325.00	\$ 400.00
	(c) 6-inch	EA	\$ 80.00	\$ 420.00	\$ 500.00
	(d) 8-inch	EA	\$ 140.00	\$ 420.00	\$ 560.00
	(e) 10-inch	EA	\$ 260.00	\$ 450.00	\$ 710.00
	(f) 12-inch	EA	\$ 300.00	\$ 410.00	\$ 710.00
	(g) 16-inch	EA			
	(h) 18-inch	EA			
	(i) 20-inch	EA			
	(j) 24-inch	EA			
A14	Mechanical Joint Bell Restraints-Ductile Iron				
	(a) 2-inch	EA	\$ 65.00	\$ 200.00	\$ 265.00
	(b) 4-inch	EA	\$ 200.00	\$ 200.00	\$ 400.00
	(c) 6-inch	EA	\$ 270.00	\$ 200.00	\$ 470.00
	(d) 8-inch	EA	\$ 380.00	\$ 200.00	\$ 580.00
	(e) 10-inch	EA	\$ 600.00	\$ 350.00	\$ 950.00
	(f) 12-inch	EA	\$ 735.00	\$ 400.00	\$ 1,135.00
	(g) 16-inch	EA			
	(h) 18-inch	EA			
	(i) 20-inch	EA			
	(j) 24-inch	EA			

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
A15	Ductile Iron Fittings (C-153 Compact Fittings)				
	(a) Interior Cement Lined	TN	\$ 8,800.00	\$ 4,000.00	\$ 12,800.00
	(b) Interior Cement Lined and Exterior Fusion Bonded Epoxy Coated	TN	\$ 23,800.00	\$ 4,000.00	\$ 27,800.00
	(c) Interior Epoxy Coated	TN	\$ 23,800.00	\$ 5,000.00	\$ 28,800.00
A16	Fitting Restraint (Per one (1) unit)				
	(a) 4-inch	EA	\$ 68.00	\$ 100.00	\$ 168.00
	(b) 6-inch	EA	\$ 85.00	\$ 120.00	\$ 205.00
	(c) 8-inch	EA	\$ 113.00	\$ 120.00	\$ 233.00
	(d) 10-inch	EA	\$ 200.00	\$ 150.00	\$ 350.00
	(e) 12-inch	EA	\$ 210.00	\$ 200.00	\$ 410.00
	(f) 16-inch	EA			
	(g) 18-inch	EA			
	(h) 20-inch	EA			
	(i) 24-inch	EA			
A17	Fitting Restraint - Stainless Steel Hardware (one (1) per unit)				
	(a) 4-inch	EA	\$ 80.00	\$ 100.00	\$ 180.00
	(b) 6-inch	EA	\$ 100.00	\$ 120.00	\$ 220.00
	(c) 8-inch	EA	\$ 135.00	\$ 120.00	\$ 255.00
	(d) 10-inch	EA	\$ 235.00	\$ 150.00	\$ 385.00
	(e) 12-inch	EA	\$ 250.00	\$ 200.00	\$ 450.00
	(f) 16-inch	EA			
	(g) 18-inch	EA			
	(h) 20-inch	EA			
	(i) 24-inch	EA			
A18	Tapping Sleeve and Valve (pressure test & tap included)				
	(a) 6"x6"	EA	\$ 3,700.00	\$ 9,500.00	\$ 13,200.00
	(b) 8"x6"	EA	\$ 3,800.00	\$ 9,500.00	\$ 13,200.00
	(c) 8"x8"	EA	\$ 5,100.00	\$ 9,500.00	\$ 14,600.00
	(d) 10"x6"	EA	\$ 4,000.00	\$ 11,000.00	\$ 15,000.00
	(e) 10"x8"	EA	\$ 5,400.00	\$ 11,000.00	\$ 16,400.00
	(f) 12"x6"	EA	\$ 4,500.00	\$ 11,700.00	\$ 16,200.00
	(g) 12"x8"	EA	\$ 5,850.00	\$ 11,700.00	\$ 17,550.00
	(h) 12"x12"	EA	\$ 11,000.00	\$ 11,700.00	\$ 22,700.00
	(i) 16"x6"	EA	\$ 7,500.00	\$ 18,500.00	\$ 26,000.00
A19	Resilient Seat Gate Valve Assemblies				
	(a) 2-inch	EA	\$ 1,550.00	\$ 1,100.00	\$ 2,650.00
	(b) 4-inch	EA	\$ 2,103.00	\$ 1,100.00	\$ 3,203.00

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
	(c) 6-inch	EA	\$ 2,235.00	\$ 1,200.00	\$ 3,435.00
	(d) 8-inch	EA	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00
	(e) 10-inch	EA	\$ 4,640.00	\$ 3,000.00	\$ 7,640.00
	(f) 12-inch	EA	\$ 5,688.00	\$ 4,000.00	\$ 9,688.00
	(g) 16-inch	EA			
A20	Eccentric Plug Valve Assemblies				
	(a) 6-inch	EA	\$ 2,023.00	\$ 1,100.00	\$ 3,123.00
	(b) 8-inch	EA	\$ 3,200.00	\$ 1,500.00	\$ 4,700.00
	(c) 12-inch	EA	\$ 6,300.00	\$ 4,000.00	\$ 10,300.00
	(d) 16-inch	EA			
	(e) 18-inch	EA			
	(f) 24-inch	EA			
A21	Butterfly Valve Assemblies				
	(a) 12-inch	EA			
	(b) 16-inch	EA			
	(c) 18-inch	EA			
	(d) 20-inch	EA			
A22	Ball Valve Assemblies				
	(a) 3/4-inch	EA	\$ 488.00	\$ 200.00	\$ 688.00
	(b) 1-inch	EA	\$ 511.00	\$ 200.00	\$ 711.00
	(c) 1 1/4-inch	EA	\$ 595.00	\$ 200.00	\$ 795.00
	(d) 1 1/2-inch	EA	\$ 654.00	\$ 200.00	\$ 854.00
	(e) 1 3/4-inch	EA	\$ 810.00	\$ 200.00	\$ 1,010.00
	(f) 2-inch	EA	\$ 810.00	\$ 200.00	\$ 1,010.00
A23	Check Valve Assemblies				
	(a) 2-inch	EA	\$ 1,309.00	\$ 1,100.00	\$ 2,409.00
	(b) 4-inch	EA	\$ 1,700.00	\$ 1,100.00	\$ 2,800.00
	(c) 6-inch	EA	\$ 2,260.00	\$ 1,200.00	\$ 3,460.00
	(d) 8-inch	EA	\$ 3,350.00	\$ 1,500.00	\$ 4,850.00
	(e) 12-inch	EA	\$ 7,800.00	\$ 3,600.00	\$ 11,400.00
	(f) 16-inch	EA			
	(g) 18-inch	EA			
	(h) 20-inch	EA			
A24	Sanitary Sewer Services (constructed with new gravity sewer)				
	(a) 0'-6' (single)	EA			
	(b) 0'-6' (double)	EA			
	(c) 6'-Over (single)	EA			

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
	(d) 6'-Over (double)	EA			
A25	6" Sanitary Sewer Services - Additional Footage				
	(a) 0'-6'	LF	\$ 22.00	\$ 100.00	\$ 122.00
	(b) 6'-Over	LF	\$ 22.00	\$ 120.00	\$ 142.00
A26	Sanitary Sewer Services (constructed on existing sewer lines)				
	(a) 0'-6' (single)	EA	\$ 1,050.00	\$ 10,950.00	\$ 12,000.00
	(b) 0'-6' (double)	EA	\$ 1,250.00	\$ 13,750.00	\$ 15,000.00
	(c) 6'-Over (single)	EA	\$ 1,300.00	\$ 11,200.00	\$ 12,500.00
	(d) 6'-Over (double)	EA	\$ 1,700.00	\$ 11,800.00	\$ 13,500.00
A27	Sanitary Sewer Cleanouts (to existing sanitary sewer laterals)				
	(a) 0'-6' (4")	EA	\$ 600.00	\$ 2,600.00	\$ 3,200.00
	(b) 6'-Over (4")	EA	\$ 610.00	\$ 3,190.00	\$ 3,800.00
	(c) 0'-6' (6")	EA	\$ 690.00	\$ 3,110.00	\$ 3,800.00
	(d) 6'-Over (6")	EA	\$ 710.00	\$ 3,390.00	\$ 4,100.00
A28	Cleanout Ring and Cover (constructed on new or existing cleanouts)	EA	\$ 250.00	\$ 450.00	\$ 700.00
A29	Water Services				
	(a) 1-inch (single short)	EA	\$ 1,250.00	\$ 3,000.00	\$ 4,250.00
	(b) 1-inch (single long)	EA	\$ 1,250.00	\$ 3,000.00	\$ 4,250.00
	(c) 1-inch (double short)	EA	\$ 2,975.00	\$ 3,000.00	\$ 5,975.00
	(d) 1-inch (double long)	EA	\$ 2,975.00	\$ 3,000.00	\$ 5,975.00
	(e) 2-inch (single short)	EA	\$ 3,500.00	\$ 3,000.00	\$ 6,500.00
	(f) 2-inch (single long)	EA	\$ 3,570.00	\$ 3,000.00	\$ 6,570.00
	(g) 2-inch (double short)	EA	\$ 3,800.00	\$ 3,000.00	\$ 6,800.00
	(h) 2-inch (double long)	EA	\$ 3,900.00	\$ 3,000.00	\$ 6,900.00
A30	Water Services - Horizontally Drilled				
	(a) 1-inch (single short)	EA			
	(b) 1-inch (single long)	EA			
	(c) 1-inch (double short)	EA			
	(d) 1-inch (double long)	EA			
	(e) 2-inch (single short)	EA			
	(f) 2-inch (single long)	EA			
	(g) 2-inch (double short)	EA			
	(h) 2-inch (double long)	EA			
A31	Water Services Additional Footage				
	(a) 1-inch HDPE Water Service	LF	\$ 2.10	\$ 200.00	\$ 202.10
	(b) 2-inch HDPE Water Service	LF	\$ 12.50	\$ 200.00	\$ 212.50
A32	Blow-off Assembly	EA	\$ 2,600.00	\$ 2,000.00	\$ 4,600.00

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
A33	Fire Hydrant Assembly (constructed on existing water main)	EA	\$ 7,380.00	\$ 4,500.00	\$ 11,880.00
A34	Bacteriological Sample Point	EA	\$ 500.00	\$ 280.00	\$ 780.00
A35	2" Manual Air Release Valve	EA	\$ 2,500.00	\$ 6,000.00	\$ 8,500.00
A36	2" Automatic Air Release Valve	EA	\$ 3,000.00	\$ 5,500.00	\$ 8,500.00
A37	Dewatering				
	(a) 0'-6'	LF		\$ 199.00	\$ 199.00
	(b) 6'-12'	LF		\$ 299.00	\$ 299.00
	(c) 12'-18'	LF		\$ 850.00	\$ 850.00
A38	Remove Pressure Pipe				
	(a) 3-inch	LF		\$ 50.00	\$ 50.00
	(b) 4-inch	LF		\$ 60.00	\$ 60.00
	(c) 6-inch	LF		\$ 60.00	\$ 60.00
	(d) 8-inch	LF		\$ 65.00	\$ 65.00
	(e) 10-inch	LF		\$ 70.00	\$ 70.00
	(f) 12-inch	LF		\$ 80.00	\$ 80.00
	(g) 16-inch	LF			
A39	Grout and Abandon Pressure Pipe				
	(a) 3-inch	LF		\$ 18.00	\$ 18.00
	(b) 4-inch	LF		\$ 20.00	\$ 20.00
	(c) 6-inch	LF		\$ 22.00	\$ 22.00
	(d) 8-inch	LF		\$ 24.00	\$ 24.00
	(e) 10-inch	LF		\$ 26.00	\$ 26.00
	(f) 12-inch	LF		\$ 28.00	\$ 28.00
	(g) 14-inch	LF		\$ 29.00	\$ 29.00
	(h) 16-inch	LF		\$ 32.00	\$ 32.00
	(i) 18-inch	LF		\$ 35.00	\$ 35.00
	(j) 20-inch	LF		\$ 38.00	\$ 38.00
	(k) 22-inch	LF		\$ 45.00	\$ 45.00
	(l) 24-inch	LF		\$ 55.00	\$ 55.00
A40	Remove Sanitary Sewer Main				
	(a) 8-inch	LF		\$ 89.00	\$ 89.00
	(b) 10-inch	LF		\$ 120.00	\$ 120.00
	(c) 12-inch	LF		\$ 130.00	\$ 130.00
	(d) 18-inch	LF			
	(e) 24-inch	LF			
A41	Grout and Abandon Sanitary Sewer Main				
	(a) 8-inch	LF		\$ 25.00	\$ 25.00

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
	(b) 10-inch	LF		\$ 28.00	\$ 28.00
	(c) 12-inch	LF		\$ 30.00	\$ 30.00
	(d) 18-inch	LF		\$ 42.00	\$ 42.00
	(e) 24-inch	LF		\$ 50.00	\$ 50.00
A42	Remove Sanitary Sewer Manhole				
	(a) 0'-6'	EA			
	(b) 6'-8'	EA			
	(c) 8'-10'	EA			
	(d) 10'-12'	EA			
	(e) 12'-14'	EA			
A43	Outside drop on Manhole				
	(a) 6'-8'	EA			
	(b) 8'-10'	EA			
	(c) 10'-12'	EA			
A44	2" Jumper Connection	EA	\$ 3,000.00	\$ 4,500.00	\$ 7,500.00
A45	Asbestos Pipe Abatment				
	(a) 6-inch	LF			
	(b) 8-inch	LF			
	(c) 10-inch	LF			
	(d) 12-inch	LF			
	(e) 16-inch	LF			
A46	Root Barrier	LF	\$ 32.00	\$ 13.00	\$ 45.00
A47	Schedule 40 PVC Casing Pipe				
	(a) 4-inch	LF	\$ 4.20	\$ 45.00	\$ 49.20
	(b) 6-inch	LF	\$ 7.90	\$ 45.00	\$ 52.90
	(c) 8-inch	LF	\$ 12.40	\$ 60.00	\$ 72.40
	(d) 10-inch	LF			
	(e) 12-inch	LF			
	(f) 14-inch	LF			
	(g) 16-inch	LF			
	(h) 18-inch	LF			
	(i) 20-inch	LF			
	(j) 22-inch	LF			

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
	(k) 24-inch	LF			
A48	Steel casing				
	(a) 4-inch	LF			
	(b) 6-inch	LF			
	(c) 8-inch	LF			
	(d) 10-inch	LF			
	(e) 12-inch	LF			
	(f) 14-inch	LF			
	(g) 16-inch	LF			
	(h) 18-inch	LF			
	(i) 20-inch	LF			
	(j) 22-inch	LF			
	(k) 24-inch	LF			

SECTION B - Restoration

B1	Pavement Repair and Replacement				
	(a) Asphalt Road	SY		\$ 310.00	\$ 310.00
	(b) Asphalt Driveway	SY		\$ 330.00	\$ 330.00
	(c) Asphalt Millings	SY		\$ 295.00	\$ 295.00
	(d) Asphalt overlay	SY		\$ 282.00	\$ 282.00
	(e) Add. S-3 Asphalt	Ton		\$ 390.00	\$ 390.00
	(f) Cold Mix Asphalt	Ton		\$ 295.00	\$ 295.00
	(g) Concrete Driveway (6")	SY		\$ 250.00	\$ 250.00
	(h) Concrete Sidewalk (4")	SY		\$ 215.00	\$ 215.00
	(i) Concrete Curb				
	1. Curb and Gutter	LF		\$ 85.00	\$ 85.00
	2. 'D' Curb	LF		\$ 75.00	\$ 75.00
	(j)Thermoplastic Striping (Yellow) FDOT Spec.	LF		\$ 60.00	\$ 60.00
	(k)Thermoplastic Striping (White) FDOT Spec.	LF		\$ 60.00	\$ 60.00
	(l)Concrete Driveway Paver Block	SY		\$ 210.00	\$ 210.00
	(m) Lime rock Driveway	SY	\$ 40.00	\$ 80.00	\$ 120.00
	(n) Asphalt sidewalk	SY		\$ 310.00	\$ 310.00
B2	Milling Asphalt	SY		\$ 189.00	\$ 189.00
B3	Coquina Rock Base	CY	\$ 75.00	\$ 80.00	\$ 155.00
B4	Flowable Fill				
	(a) 0 - 4 cy (include short load fees)	CY		\$ 675.00	\$ 675.00
	(b) 4 - 8 cy (include short load fees)	CY		\$ 675.00	\$ 675.00

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
	(c) > 8cy	CY		\$ 650.00	\$ 650.00
B5	Miscellaneous Materials				
	(a) Sand	CY	\$ 30.00	\$ 80.00	\$ 110.00
	(b) Fill	CY	\$ 45.00	\$ 80.00	\$ 125.00
	(c) #57 Rock	CY	\$ 40.00	\$ 80.00	\$ 120.00
	(d) Shell Rock	CY	\$ 40.00	\$ 80.00	\$ 120.00
	(e) Suremix Concrete 80#	Bag	\$ 9.50	\$ 80.00	\$ 89.50
B6	Sod Replacement				
	(a) Bahia	SY	\$ 4.30	\$ 1.50	\$ 5.80
	(b) Floratam	SY	\$ 5.90	\$ 1.60	\$ 7.50
B7	Seed and Mulch				
		SY	\$ 2.50	\$ 2.00	\$ 4.50

SECTION C - High Density Polyethylene Piping & Horizontal Directional Boring

C1	High Density Polyethylene Pipe (HDPE)-Trench				
	(a) 2-inch	LF	\$ 3.00	\$ 48.00	\$ 51.00
	(b) 4-inch	LF	\$ 7.20	\$ 55.00	\$ 62.20
	(c) 6-inch	LF	\$ 12.00	\$ 70.00	\$ 82.00
	(d) 8-inch	LF	\$ 19.00	\$ 75.00	\$ 94.00
	(e) 12-inch	LF	\$ 25.00	\$ 95.00	\$ 120.00
	(f) 16-inch	LF			
	(g) 18-inch	LF			
	(h) 20-inch	LF			
	(i) 24-inch	LF			
C2	Horizontal Directional Boring (HDPE)-HDD				
	(a) 6-inch	LF	\$ 12.00	\$ 50.00	\$ 62.00
	(b) 8-inch	LF	\$ 19.00	\$ 68.00	\$ 87.00
	(c) 12-inch	LF	\$ 25.00	\$ 130.00	\$ 155.00
	(d) 16-inch	LF	\$ 68.00	\$ 195.00	\$ 263.00
	(e) 18-inch	LF	\$ 88.00	\$ 230.00	\$ 318.00
	(f) 20-inch	LF	\$ 110.00	\$ 390.00	\$ 500.00
	(g) 24-inch	LF	\$ 155.00	\$ 585.00	\$ 740.00
C3	Horizontally Directional Drilled-PVC Driveway Bores				
	(a) 20-foot length				
	1. 4-inch	EA	\$ 210.00	\$ 7,000.00	\$ 7,210.00
	2. 6-inch	EA	\$ 380.00	\$ 7,300.00	\$ 7,680.00
	3. 8-inch	EA	\$ 650.00	\$ 8,100.00	\$ 8,750.00
	4. 12-inch	EA	\$ 1,370.00	\$ 10,500.00	\$ 11,870.00

Item No.	Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
(b) 40-foot length				
1. 4-inch	EA	\$ 420.00	\$ 8,800.00	\$ 9,220.00
2. 6-inch	EA	\$ 760.00	\$ 9,000.00	\$ 9,760.00
3. 8-inch	EA	\$ 1,300.00	\$ 10,500.00	\$ 11,800.00
4. 12-inch	EA	\$ 2,740.00	\$ 12,500.00	\$ 15,240.00
(c) 60-foot length				
1. 4-inch	EA	\$ 630.00	\$ 10,500.00	\$ 11,130.00
2. 6-inch	EA	\$ 1,140.00	\$ 11,000.00	\$ 12,140.00
3. 8-inch	EA	\$ 1,950.00	\$ 12,500.00	\$ 14,450.00
4. 12-inch	EA	\$ 4,110.00	\$ 15,000.00	\$ 19,110.00

SECTION D - Time and Materials Rates (TO BE USED ON T&M ORDERS ONLY)

D1	Equipment Hourly Rates			
	(a) Trackhoe (specify model)			
	1. (medium)	HR	\$ 200.00	\$ 200.00
	2. (large)	HR	\$ 210.00	\$ 210.00
	(b) Combination Backhoe	HR	\$ 180.00	\$ 180.00
	(c) Front end Loader	HR	\$ 105.00	\$ 105.00
	(d) Grader	HR		
	(e) Dump Truck (9 CY)	HR	\$ 75.00	\$ 75.00
	(f) Tandem Dump Truck (18 CY)	HR	\$ 195.00	\$ 195.00
	(g) Forklift	HR	\$ 60.00	\$ 60.00
	(h) Crew Truck with hand tools	HR	\$ 130.00	\$ 130.00
	(i) Trash Pump 3"	HR	\$ 30.00	\$ 30.00
	(j) Trash Pump 2"	HR	\$ 30.00	\$ 30.00
	(k) Walk behind Vibrating Roller	HR	\$ 35.00	\$ 35.00
	(l) Gradall	HR		
	(m) Roller	HR	\$ 60.00	\$ 60.00
	(n) Cement Mixer	HR	\$ 15.00	\$ 15.00
	(o) Box Blade	HR	\$ 60.00	\$ 60.00
	(p) Water Truck	HR	\$ 150.00	\$ 150.00
	(q) 1000 gpm sump pump	HR	\$ 220.00	\$ 220.00
D2	Crew Hourly Rates			
	(a) Crew Man	HR	\$ 65.00	\$ 65.00
	(b) Foreman	HR	\$ 100.00	\$ 100.00
	(c) Supervisor	HR	\$ 120.00	\$ 120.00
	(d) 3 man crew includes 1 supervisor	HR	\$ 315.00	\$ 315.00

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
	(e) 4 man crew includes 1 supervisor	HR		\$ 380.00	\$ 380.00
	(f) 5 man crew includes 1 supervisor	HR		\$ 445.00	\$ 445.00
D3	Overtime Crew Hourly Rates				
	(a) Crew Man	HR		\$ 97.00	\$ 97.00
	(b) Foreman	HR		\$ 150.00	\$ 150.00
	(c) Supervisor	HR		\$ 180.00	\$ 180.00
	(d) 3 man crew includes 1 supervisor	HR		\$ 472.00	\$ 472.00
	(e) 4 man crew includes 1 supervisor	HR		\$ 570.00	\$ 570.00
	(f) 5 man crew includes 1 supervisor	HR		\$ 668.00	\$ 668.00
D4	Nighttime Crew Hourly Rates				
	(a) Crew Man	HR		\$ 97.00	\$ 97.00
	(b) Foreman	HR		\$ 150.00	\$ 150.00
	(c) Supervisor	HR		\$ 180.00	\$ 180.00
	(d) 3 man crew includes 1 supervisor	HR		\$ 472.00	\$ 472.00
	(e) 4 man crew includes 1 supervisor	HR		\$ 570.00	\$ 570.00
	(f) 5 man crew includes 1 supervisor	HR		\$ 668.00	\$ 668.00

Section E: Lift Station					
E1	Operational				
	(b) 4-inch Bypass Pumping Setup and Operation	DAY		\$ 550.00	\$ 550.00
	(c) 6-inch Bypass Pumping Setup and Operation	DAY		\$ 720.00	\$ 720.00
	(c) 12-inch Bypass Pumping Setup and Operation	DAY		\$ 1,150.00	\$ 1,150.00
E2	Electrical				
	(a) Duplex Motor Control Panel, 3 – 5 HP, Single Phase, 240 Volts	EA	\$ 38,400.00	\$ 17,000.00	\$ 55,400.00
	(b) Duplex Motor Control Panel, 3 – 10 HP, Three Phase, 240 Volts	EA	\$ 38,700.00	\$ 18,000.00	\$ 56,700.00
	(c) Duplex Motor Control Panel, 5 – 10 HP, Three Phase, 480 Volts	EA	\$ 48,300.00	\$ 20,000.00	\$ 68,300.00
	(d) Duplex Motor Control Panel, 15 – 25 hp, Three Phase, 480 Volts w/ Soft Starts	EA	\$ 54,000.00	\$ 24,500.00	\$ 78,500.00
	(e) Duplex Motor Control Panel, 30 – 100 hp, Three Phase, 480 Volts w/Soft Starts	EA	\$ 89,900.00	\$ 29,000.00	\$ 118,900.00
	(f) Install Meter Can & Disconnect	EA	\$ 7,000.00	\$ 3,800.00	\$ 10,800.00
E3	Plug Valve				
	(a) Lever Operated, Flanged Joint (4-inch)	EA	\$ 1,200.00	\$ 1,100.00	\$ 2,300.00
	(b) Hand Wheel, Flanged Joint				
	1. 4-inch	EA	\$ 1,200.00	\$ 1,100.00	\$ 2,300.00
	2. 6-inch	EA	\$ 1,550.00	\$ 1,200.00	\$ 2,750.00
	3. 8-inch	EA	\$ 1,850.00	\$ 1,500.00	\$ 3,350.00
	4. 10-inch	EA	\$ 5,400.00	\$ 3,000.00	\$ 8,400.00
	5. 12-inch	EA	\$ 5,800.00	\$ 4,000.00	\$ 9,800.00

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
E4	Stainless Steel Pipe Support Stands w/ST STL Anchors (max 36" height)				
	(a) 2-inch Diameter	EA	\$ 1,400.00	\$ 350.00	\$ 1,750.00
	(b) 3-inch Diameter	EA	\$ 1,400.00	\$ 350.00	\$ 1,750.00
	(c) 4-inch Diameter	EA	\$ 1,400.00	\$ 350.00	\$ 1,750.00
E5	Check Valve, Outside Weight, Flanged Joint				
	(a) 4-inch	EA	\$ 1,620.00	\$ 1,200.00	\$ 2,820.00
	(b) 6-inch	EA	\$ 2,300.00	\$ 1,300.00	\$ 3,600.00
	(c) 8-inch	EA	\$ 3,350.00	\$ 1,600.00	\$ 4,950.00
	(d) 10-inch	EA	\$ 5,200.00	\$ 3,000.00	\$ 8,200.00
	(e) 12-inch	EA	\$ 7,700.00	\$ 4,100.00	\$ 11,800.00
E6	Camlock Emergency Pump Connection & Cap				
	(a) 4-inch	EA	\$ 380.00	\$ 1,200.00	\$ 1,580.00
	(b) 6-inch	EA	\$ 490.00	\$ 1,400.00	\$ 1,890.00
E7	HDPE Vertical Discharge Piping, Fittings & Flange Adapters				
	(a) 4-inch	EA	\$ 1,300.00	\$ 6,900.00	\$ 8,200.00
	(b) 6-inch	EA	\$ 1,600.00	\$ 8,200.00	\$ 9,800.00
	(c) 8-inch	EA	\$ 2,900.00	\$ 8,000.00	\$ 10,900.00
	(d) 10-inch	EA	\$ 3,500.00	\$ 8,000.00	\$ 11,500.00
	(e) 12-inch	EA	\$ 5,900.00	\$ 8,600.00	\$ 14,500.00
E8	316 Stainless-Steel Horizontal Support Bracket for Discharge Piping				
	(a) 4-inch	EA	\$ 1,600.00	\$ 400.00	\$ 2,000.00
	(b) 6-inch	EA	\$ 1,600.00	\$ 400.00	\$ 2,000.00
	(c) 8-inch	EA	\$ 1,650.00	\$ 430.00	\$ 2,080.00
	(d) 10-inch	EA	\$ 1,700.00	\$ 490.00	\$ 2,190.00
	(e) 12-inch	EA	\$ 1,800.00	\$ 550.00	\$ 2,350.00
Support					
E9	Pump Discharge Base, Including Anchors				
	(a) 4-inch	EA	\$ 1,700.00	\$ 1,800.00	\$ 3,500.00
	(b) 6-inch	EA	\$ 1,950.00	\$ 2,000.00	\$ 3,950.00
	(c) 8-inch	EA	\$ 2,700.00	\$ 2,500.00	\$ 5,200.00
	(d) 10-inch	EA	\$ 5,800.00	\$ 2,900.00	\$ 8,700.00
E10	Epoxy Coated & Lined Reducer				
	(a) 4"x6"	EA	\$ 800.00	\$ 450.00	\$ 1,250.00
	(b) 6"x8"	EA	\$ 1,200.00	\$ 450.00	\$ 1,650.00
E11	316 Stainless Steel SCH 40 Pump Guide Rails				
	(a) 2-inch	VF	\$ 32.50	\$ 20.00	\$ 52.50
	(b) 3-inch	VF	\$ 68.00	\$ 22.00	\$ 90.00

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
E12	316 Stainless Steel Guide Rail Upper Support Brackets w/ Hook				
	(a) 2-inch	EA	\$ 210.00	\$ 250.00	\$ 460.00
	(b) 3-inch	EA	\$ 295.00	\$ 250.00	\$ 545.00
E13	316 Stainless Steel Guide Rail Intermediate Support Brackets				
	(a) 2-inch	EA	\$ 275.00	\$ 400.00	\$ 675.00
	(b) 3-inch	EA	\$ 535.00	\$ 400.00	\$ 935.00
E14	316 Stainless Steel Cable Hanger Brackets				
	(a) 4 hook	EA	\$ 140.00	\$ 350.00	\$ 490.00
	(b) 6 hook	EA	\$ 240.00	\$ 400.00	\$ 640.00
Maintenance					
E15	Hydroblast Interior Surfaces (per square foot)				
	(a) Manhole	SF		\$ 5.50	\$ 5.50
	(b) Wet Well	SF		\$ 5.50	\$ 5.50
	(c) Valve Vault	SF		\$ 5.50	\$ 5.50
E16	Sand Blast Interior Surfaces				
	(a) Manhole	SF		\$ 12.00	\$ 12.00
	(b) Wet Well	SF		\$ 12.00	\$ 12.00
	(c) Valve Vault	SF		\$ 12.00	\$ 12.00
E17	Valve Vault Coating (per IRCDUS Utility Spec)	SF		\$ 12.00	\$ 12.00
E18	Lining/Coating				
	(a) Manhole	SF		\$ 28.00	\$ 28.00
	(b) Wet Well	SF		\$ 28.00	\$ 28.00
	(c) Valve Vault	SF		\$ 27.00	\$ 27.00
E19	Cast in Place Concrete - Repair Existing Structure (max 6' depth)	CF		\$ 33.00	\$ 33.00
E20	Hydraulic Cement Grouting & Repair - Existing Structure	SF		\$ 15.00	\$ 15.00
E21	Pressure Washing	SF		\$ 5.50	\$ 5.50
Coverings					
E22	Aluminium Hatch Cover & Frame, H20 Load w/ 316 ST STL Hardware				
	(a) 36" x 46"	EA	\$ 3,900.00		\$ 3,900.00
	(b) 48" x 60"	EA	\$ 6,200.00		\$ 6,200.00
	(c) 48" x 72"	EA	\$ 9,000.00		\$ 9,000.00
	(d) 54" x 60"	EA	\$ 8,500.00		\$ 8,500.00
	(e) 64" x 72"	EA	\$ 13,000.00		\$ 13,000.00
	(f) 60" x 72"	EA	\$ 12,000.00		\$ 12,000.00
	(g) 72" x 84"	EA	\$ 15,000.00		\$ 15,000.00
E23	Dip J- Vent w/ Riser & ST STL Bug Screen				
	(a) 4-inch	EA	\$ 2,750.00	\$ 2,250.00	\$ 5,000.00

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
	(b) 6-inch	EA	\$ 3,725.00	\$ 2,250.00	\$ 6,000.00
E24	Dia USF 240 Manhole Ring, Frame & Lid				
	(a) 32-inch	EA	\$ 750.00	\$ 1,800.00	\$ 2,550.00
	(b) 36-inch	EA	\$ 1,600.00	\$ 2,500.00	\$ 4,100.00
	(c) 50-inch	EA	\$ 4,000.00	\$ 3,400.00	\$ 7,400.00
Appurtenances					
E25	Driven Metal Sheet Piling				
	(a) up to 10-foot depth	LF		\$ 390.00	\$ 390.00
	(b) up to 20-foot depth	LF			
E26	Structural				
	(a) 4" or 6" Diameter Core Bore of Reinf Conc Structure, up to 5' Depth	EA		\$ 420.00	\$ 420.00
	(b) 8" or 10" Diameter Core Bore of Reinf Conc Structure, up to 10' Depth	EA		\$ 1,250.00	\$ 1,250.00

SECTION F : Miscellaneous Materials & Subcontractors

F1	Other Materials Markup (actual cost plus)	%	15.00%		
F2	Subcontractor Markup (actual cost plus)	%	15.00%		

G3 Contracting, Inc. DBA Industry Standard

Name of Firm

431 C.R. 415

Address

New Smyrna Beach, Fl, 32168

City, State, Zip Code

V.P.

Title

772-298-9263, Jbreig@is-standard.com

Phone and E-mail

Authorized Signature



REGIONAL UTILITY

CONTRACT MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: Kevin Carey Jr., Interim SMRU Director

RE: Line-Tec –Water Service Connection and Restoration Services Piggyback

Date: November 19, 2025

Department: South Martin Regional Utilities

Prepared by: Kevin Carey Jr., Interim SMRU Director

Requested by: Water Department

Legal Sufficiency Review: Phillip Gildan, Esq., Greenberg Traurig

Contract Title: Agreement for Water Service Connection and Restoration Services

Executive Summary: Line-Tec, Inc. provides water main, meter, service line, and fire hydrant repair and installation services through an existing contract. This includes individually inspecting over 800 fire hydrants throughout the SMRU service territory. Their existing contract has expired on November 12, 2025.

Line-Tec has agreed to allow us to piggyback their contract for Water Service Connection and Restoration Services with the City of Delray Beach executed on March 10, 2025, which has a term of three (3) years and with two (2) one year renewals available.

The Line-Tec piggyback contract services will provide for fire hydrant inspection and repair services provided by Line-Tech Inc. on a unit price basis with an approximate annual cost of \$45,000. Staff additionally requests spending authorization in this amount so that all hydrants in the system may be serviced in FY 25/26.

Fiscal Impact: Funds will be expended from GL line 401-412-546.105; REPAIR/MAINT.-WATER.

Recommended Action: SMRU staff requests that the SMRU Board approve this piggyback agreement with Line-Tec, Inc., and authorize the Mayor to sign the agreement.

AGREEMENT

FOR WATER SERVICE CONNECTION AND RESTORATION SERVICES

THIS AGREEMENT is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the "**Owner**"), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Line-Tec, Inc., a Florida corporation (the "**Contractor**"), with its principal address at 241 N.W. 18th Ave, Delray Beach, FL 33444.

WITNESSETH:

WHEREAS, City of Delray Beach, Florida (the "**City**") accepted Contractor's bid, dated March 10, 2025 (the "**Contractor's Bid**"), for the provision of water service connection and restoration services (the "**Services**") submitted on September 27, 2023, in response to City ITB 2023-017, pursuant to a competitive public bidding process by the City (the "**ITB**"), and entered into an Agreement with Contractor, dated January 16, 2024, for the Services (the "**Contract**"); and

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

WHEREAS, Owner desires to obtain Services; and

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

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

I. RECITALS

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

II. AMENDMENTS

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

1. General. Where provisions of the City Bid and the Contract Documents refer to "City of Delray Beach, Florida" or "City" as the owner/contracting party, replace

it with "Town of Jupiter Island, Florida." Where provisions of the Contract refer to "Agreement" or "Contract", it will refer to the Contract as modified by this Agreement. Where provisions of the Contract refer to City service locations, it will refer to Owner's facilities in Martin City. Where provisions of the Contract refer to the Purchasing Division of the City of Delray Beach, FL, it will refer to the Owner's purchasing personnel. Provisions of the City Contract referring to the Office of Inspector General are deleted. Where provisions of the Contract refer to Palm Beach County, it will refer to Martin County.

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

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

4. Service Orders.

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

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

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

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

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

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

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

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

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

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

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

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

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

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

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

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

For notices and communications to Owner:

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

For notices and communications to Contractor:

Line-Tec, Inc.
241 N.W. 18th Avenue

Delray Beach, FL 33444
Attn: Scott Ellsworth, President
Email: scott@linetecinc.com

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

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

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

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

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

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

13. Termination. Owner may terminate this Agreement upon seven (7) days written notice to Contractor. Contractor's sole remedy upon such termination is to receive

payments due under this Agreement for outstanding Service Orders performed through the date of termination, which Service Orders terminate with the termination of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authentication

THE TOWN OF JUPITER ISLAND

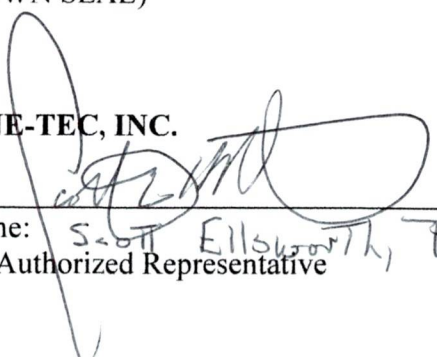
Town Clerk

By: _____
Penelope Townsend
Its Mayor

(TOWN SEAL)

Date: _____

LINE-TEC, INC.

By: 
Name: Scott Ellsworth, President
Its: Authorized Representative

LINE-TEC INC.

241 NW 18th Ave
Delray Beach, FL 33444-1683
+15612791032
info@linetecinc.com
www.linetecinc.com

EXHIBIT A



Estimate

ADDRESS

S. Martin Regional
9650 Water Street
Hobe Sound, FL 33435

ESTIMATE

11912

DATE

10/13/2025

PROJECT NAME

Fire Hydrant Testing "2026"

DESCRIPTION	QTY	RATE	AMOUNT
Location of each hydrant using the closest address, locate the isolation valve and exercise it if present, check the height of the nozzle clearance and operating clearances. Remove the caps and lubricate the nozzles, lubrication of the fire hydrant, perform fire flow test GPM, static pressure test and identify make, model and year of manufacture.			0.00
Fire Hydrant Flush (Only) Line Item 01-122	884	19.00	16,796.00
Hourly Rate for Personnel Not Otherwise Identified, hydrant maintenance per Hour Line item 01-040	421	65.00	27,365.00
All this information will be recorded on approved audit sheet and submitted to South Martin Regional Utility. If any problems are noticed they will be reported and presented to South Martin Regional Utility.			
We can submit an estimate on any repairs that may be necessary, per the contract.			
TOTAL			\$44,161.00

Accepted By

Accepted Date



**SOUTH MARTIN
REGIONAL UTILITY**

CONTRACT MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: Kevin Carey Jr., Interim SMRU Director
RE: Maxx Environmental, LLC – Sanitary Sewer and Stormwater
Manhole/Catch Basin Rehabilitation Services Piggyback Contract
Date: November 19, 2025

Department: Infrastructure

Prepared by: Kevin Carey Jr., Interim SMRU Director

Requested by: Infrastructure

Legal Sufficiency Review: Phillip Gildan, Esq., Greenberg Traurig

Contract Title: Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services

Executive Summary: The South Martin Regional Utility (SMRU) Utilizes a gravity sewer collection system in locations throughout Hobe Sound that are receiving sewer service. All gravity collection systems are constructed using lift stations, sewer pipe, and manhole networks and over time require rehabilitation. The components of the sewer system require rehabilitative services to ensure that they remain functional. Restoration of these systems is traditionally performed by lining and coating the interior of sewer pipes and components with various sewage resistant materials. Lining Services are performed by specialty contractors.

The City of Pompano Beach, Florida, competitively bid a Sanitary Sewer and Stormwater Rehabilitation contract and awarded a contract to MAXX Environmental, LLC which SMRU proposes to piggyback. Services provided and within the scope of the contract consist of lining of sewer pipes, manholes, lift stations, and deteriorated manhole bottoms. The contract has a three-year term with two, one-year renewals.

Fiscal Impact: Funds will be expended from GL line 401-414-546.107; REPAIR/MAINT.-INFRASTRUCTURE.

Recommended Action: SMRU staff requests that the SMRU Board approve this piggyback agreement with Maxx Environmental, LLC and authorize the Mayor to sign the agreement.

**AGREEMENT FOR SANITARY SEWER AND STORMWATER
MANHOLE/CATCH BASIN REHABILITATION SERVICES**

THIS AGREEMENT is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the “**Owner**”), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Maxx Environmental, LLC, a Florida limited liability company (the “**Contractor**”), with its principal address at 100 West Atlantic Blvd, Pompano Beach, FL 33060.

WITNESSETH:

WHEREAS, the City of Pompano Beach, Florida (the “**City**”) accepted Contractor’s bid, dated January 16, 2025 (the “**Contractor’s Bid**”), for Sanitary Sewer And Stormwater Manhole/Catch Basin Rehabilitation Services (the “**Services**”) submitted in response to City Request for Proposal (RFP25-006), pursuant to a competitive public bidding process by the City (the “**RFP**”), and entered into Contract No. 12820 for Sanitary Sewer And Stormwater Manhole/Catch Basin Rehabilitation Services between the City and Contractor, dated June 9, 2025, as amended (the “**Contract**”); and

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

WHEREAS, Owner desires to obtain the Services specified in Exhibit A of the Contract between Contractor and the City; and

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

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

I. RECITALS

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

II. AMENDMENTS

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

1. General. Where provisions of the City Bid and the Contract Documents refer to “City of Pompano Beach” or “Pompano Beach” or “City” as the owner/contracting party, replace it with “Town of Jupiter Island, Florida”, or “Owner”. Where provisions of the Contract refer to “Agreement” or “Contract”, it will refer to the Contract as modified by this Agreement. Where provisions of the Contract refer to City service locations, it will refer to Owner’s facilities in Martin City. Where provisions of the Contract refer to City Manager, it will refer to the Town Manager of Owner. Where provisions of the Contract refer to City’s Contract Administrator, it will refer to the Town Manager of Owner.

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

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

4. Service Orders.

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

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

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

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

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

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

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

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

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

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

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

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

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

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

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

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

For notices and communications to Owner:

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

For notices and communications to Contractor:

Randy S. Tyo, Manager
Maxx Environmental, LLC

3610 Fiscal Court
West Palm Beach, FL 33404
Email: randy@maxxenvironmental.com

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

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

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

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

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

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

13. Termination. Owner may terminate this Agreement upon seven (7) days written notice to Contractor. Contractor's sole remedy upon such termination is to receive

payments due under this Agreement for outstanding Service Orders performed through the date of termination, which Service Orders terminate with the termination of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

By: _____
Penelope Townsend
Its Mayor

(TOWN SEAL)

Date: _____

MAXX ENVIRONMENTAL, LLC.

By: _____

Name:

Its: Authorized Representative

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MANHOLE CLEANING

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Furnishing materials and equipment for thoroughly cleaning manholes.
- B. Removing debris, grease, and roots.
- C. Maintaining wastewater/stormwater flow.

1.03 SUBMITTALS

- A. The Contractor shall submit for review and approval information detailing the proposed equipment and materials to be used during this operation.

1.04 JOB CONDITIONS

- A. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the right-of-way owner's approved MOT plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights, and other means as necessary.
- B. The Contractor must always inform the Owner's field representative of the location of the manhole cleaning operation.
- C. The Owner's Representative must have full access to the manhole cleaning operation at all times.

PART 2 PRODUCTS

2.01 CLEANING EQUIPMENT

- A. High-Velocity Jet (Hydro cleaning) Equipment: All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floors. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

PART 3 EXECUTION

3.01 GENERAL

- A. Manhole cleaning shall remove foreign materials such as grit, soil, rocks, sand, grease, roots, wood, debris, rags, loose concrete, and bricks from the manhole walls, benches, and inverts. Prior to cleaning, the contractor shall remove and plug all steps and flush valves. If existing services protrude into the manhole, the contractor shall saw the service two inches from the manhole wall before cleaning and lining. Cleaning shall be thorough and complete so as to be acceptable for inspection by the owner.

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- B. There may be conditions where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the CONTRACTOR shall immediately notify the OWNER. If in the course of normal cleaning operations, damage does result from preexisting and unforeseen conditions, the CONTRACTOR shall document the location and extent of such damage and notify the OWNER immediately.
- C. The Contractor shall employ experienced personnel and technicians to operate the specified equipment.

3.02 CLEANING PREPARATIONS

- A. Prior to cleaning, the CONTRACTOR shall install watertight plugs in the upstream sewer lines and a grit dam of suitable design and construction in the manhole invert to prevent all grit, stones, and other materials from being flushed downstream. When cleaning operations for each manhole are completed, the watertight plugs and grit dam shall be removed.

3.03 WATER SUPPLY

- A. No water shall be taken from fire hydrants. The CONTRACTOR is responsible for obtaining a temporary meter and paying the required fees for water obtained from the City water system.

3.04 MANHOLE CLEANING

- A. The designated manholes shall be cleaned using a high-velocity jet or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of the manhole at the time the Work commences. The CONTRACTOR shall be responsible for the proper selection of equipment. The equipment and methods selected shall be satisfactory to the OWNER. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials from manholes.
- B. Manholes shall be cleaned so that grease, sludge, loose or other deleterious materials are not visible on walls or benches.
- C. All sludge, dirt, sand, rocks, grease, bricks, and other solid or semisolid material resulting from the cleaning operation shall be removed at the manhole being cleaned. During cleaning operations, a suitable container shall be provided to receive the removed materials. No sewage, sludge, solids, or other materials removed from the sewers shall be dumped or pumped into streets, ditches, catch basins, or other drains or sewers. Passing material from manhole cleaning into the downstream sewer, which could cause line stoppages, accumulation of sand in wet wells, or damage to pumping equipment, shall not be permitted.
- D. The contractor is responsible for arranging where and when to dispose of debris. Contractors shall pay all disposal costs.

3.05 MAINTAINING WASTEWATER/STORMWATER FLOWS

- A. Maintain wastewater/stormwater flows.

3.06 DISPOSAL OF MATERIALS

- A. All debris removed from the sewers shall be disposed of by the CONTRACTOR in such a manner and location in accordance with all state and local laws, ordinances, or regulations.

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The contractor is responsible for making arrangements on where and when to dispose of debris. Contractors shall pay all costs associated with the disposal.

3.07 INSPECTION ASSISTANCE

- A. Provide assistance to the OWNER for inspecting cleaned manholes. Assistance shall include, but not be limited to, *removal and replacement of manhole covers* and other assistance as directed by the OWNER.

3.08 FINAL ACCEPTANCE

- A. Acceptance of manhole cleaning may be made upon TV review and/or physical inspection of the cleaned manholes by the OWNER. If inspection of the OWNER shows the cleaning to be unsatisfactory, the CONTRACTOR shall re-clean the manholes until the cleaning is shown to be satisfactory with no additional Contract Time and at no cost to the OWNER.

3.09 MEASUREMENT AND PAYMENT

MANHOLE SEALING/GROUTING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing materials and equipment for sealing joints, cracks, holes, pipe connections, and similar defects in manholes
- B. Maintaining wastewater/stormwater flow.

1.02 QUALITY ASSURANCE

- A. The CONTRACTOR or Subcontractor performing the manhole sealing work shall have the following minimum experience:
 - 1. Two (2) years using the methods, materials, and equipment specified.
 - 2. Five (5) manhole sealing projects where repairs were performed using the same method and materials specified herein and where the work was inspected one (1) year after the work was completed and found to be satisfactory.
- B. Manhole sealing shall not be conducted at temperatures or conditions that are not consistent with the manufacturer's recommendations.
- C. Material Safety Data Sheets shall be submitted to the OWNER for all products prior to use.

1.03 RECORDS

- A. The CONTRACTOR shall furnish records showing the exact location of manhole defects sealed.

1.04 OWNER FURNISHED MATERIAL

- A. The OWNER shall furnish, at no cost to the CONTRACTOR, access to the site of Work, including locations of manholes.

1.05 SUBMITTALS

- A. The CONTRACTOR shall submit to the OWNER for approval a schedule, methods, equipment, and material specifications proposed for the work.

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- B. Submit detailed plans for maintaining wastewater/stormwater flows, including pumps, plugs, pipe size, tank trucks, material, locations, calculations, noise control methods, etc., to the OWNER for approval.
- C. MSDS for all compounds used.

1.06 JOB CONDITIONS

- A. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the right-of-way owner's approved MOT plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights, and other means as necessary.

PART 2 PRODUCTS

2.01 SEALING MATERIALS

- A. Sealing material shall be a chemical grout with the following general characteristics:
 - 1. Able to react and cure in the presence of groundwater while being injected.
 - 2. The sealant (grout) must prevent the passage of water through the manhole defect grouted.
 - 3. After curing, the material must remain flexible.
 - 4. The grout must be able to withstand freeze/thaw and wet/dry cycles without adversely affecting the seal.
 - 5. The sealant must not be biodegradable.
 - 6. The grout must be chemically stable and resistant to mild concentrations of acids, alkalis, and organics found in normal sewage.
 - 7. Packaging of grout components must be compatible with field storage handling requirements and must provide for worker safety and handling.
 - 8. Mixing of the component materials must be field compatible and must not require precise measurements of the ingredients by field personnel.
 - 9. Cleanup must be accomplished without the use of flammable or hazardous chemicals.
 - 10. Residual sealing materials must be easily removable from the sewer to prevent reduction or blockage of the sewer flow.
 - 11. The sealant must meet the performance attributes of APWA "Assessment Sealants," published by EPA grant R806567-0 I.
 - 12. Controllable reaction time or ten (10) seconds to more than one (1) hour.
 - 13. Viscosity that can be adjusted to approximately one (1) centipoises or greater.
 - 14. Viscosity that remains constant throughout the induction period.
 - 15. Ability to tolerate some dilution and for the reaction to occur in moving water.
- B. Specific sealing materials shall be selected based on field conditions and manufacturer's recommendations.

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- C. Acrylamide base gel sealing material shall possess the following characteristics:
1. A minimum of ten (10) % acrylamide base material by weight in the total sealant mix. A higher concentration (%) of acrylamide base material may be used to increase strength or offset dilution during injection.
 2. The ability to tolerate some dilution and react in moving water injection.
 3. A viscosity of approximately two (2) centipoises, which can be increased additives.
 4. A constant viscosity during the reaction period.
 5. A controllable reaction time from ten (10) seconds to one (1) hour.
 6. A reaction (curing) that produces a homogeneous, chemically non-biodegradable, firm, flexible gel.
 7. The ability to increase mix viscosity, density, and gel strength by additives.
- D. Acrylic base gel chemical sealing materials shall possess the following properties and characteristics:
1. The total sealant mix must contain a minimum of ten (10) % acrylic base material by volume. A higher concentration (%) of acrylic base material offsets dilution during injection.
 2. The ability to tolerate some dilution and react in moving water during injection.
 3. A viscosity of approximately two (2) centipoises, which can be increased with additives.
 4. A constant viscosity during the reaction period.
 5. A controllable reaction time from five (5) seconds to six (6) hours.
 6. A reaction (curing) that produces a homogeneous, chemically stable, non-biodegradable, flexible gel.
 7. The ability to increase mix viscosity, density, and gel strength by the use of additives.
- E. Acrylate base gel chemical sealing materials shall possess the following properties and characteristics:
1. A minimum of twelve (12) % acrylate base material by weight in the total sealant mix. A higher concentration (%) of acrylate base material may be used to increase strength or offset dilution during injection. Note: if the acrylate base material is in a forty (40) % solution, it must comprise thirty (30) % by weight of the total sealant mix to have twelve (12) % base material.
 2. The ability to tolerate some dilution and react in moving water during injection using a low void packer.
 3. A viscosity of approximately two (2) centipoises, which can be increased with additives.
 4. A constant viscosity during the reaction period.
 5. A controllable reaction time from ten (10) seconds to one (1) hour.
 6. A reaction (curing) which produces a homogeneous, chemically stable, non-biodegradable, flexible gel

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7. The ability to increase mix viscosity, density, and gel strength by the use of additives.
- F. Urethane base gel chemical sealing material shall possess the following properties and characteristics:
1. One (1) part urethane polymer thoroughly mixed with between five (5) and ten (10) parts of water by weight. The recommended mix ratio is one (1) part urethane polymer to 8 parts water (1 1% polymer).
 2. Liquid polymer has a solids content of 77% to 83%, a specific gravity of 1.04 (8.65 pounds per gallon), and a flash point of 20 degrees r.
 3. A liquid polymer with a viscosity of 600 to 1200 centipoise at 70 degrees F that can be pumped through 500 feet of 2-inch hose with a 1,000 psi head at a flow rate of 1 ounce per second.
 4. The water used to re-act the polymer should have a pH of 5 to 9.
 5. A cure time of 80 seconds at 40 degrees F., 55 seconds at 60 degrees F, and 30 seconds at 80 degrees when 1 part polymer is reacted with 8 parts of water only. Higher water ratios give longer cure times.
 6. A cure time that can be reduced to 10 seconds for water temperatures of 40 degrees F to 80 degrees F when 1 part polymer is reacted with 8 parts of water containing a sufficient amount of gel control agent additive.
 7. A relatively rapid viscosity increase of the polymer/water mix. Viscosity increases from about 0 to 60 centipoises in the first minute for 1 to 8 polymer/water ration at 50 degrees F.
 8. A reaction (curing) that produces a chemically stable and non-biodegradable, tough, flexible gel.
 9. The ability to increase mix viscosity, density, gel strength, and resistance to shrinkage by the use of additives to the water.
- G. Urethane base foam chemical sealing material shall possess the following properties and characteristics:
1. Approximately one (1) part of urethane polymer thoroughly mixed with one (1) part water by weight (50% polymer).
 2. Liquid polymer having a solids content of 82% to 88%, specific gravity of 1.1 (9.15 pounds per gallon), and a flash point of 20 degrees F.
 3. A liquid polymer with a viscosity of 300 to 500 centipoises at 72 degrees F that can be pumped through 500 feet of 2-inch hose with a 500-psi heat at a flow rate of 1 ounce per second.
 4. A cure time of 15 minutes at 40 degrees F, 8.2 minutes at 70 degrees F, and 4.6 minutes at 100 degrees F when the polymer is reacted with water only.
 5. A cure time of 5.5 minutes at 40 degrees F, 8.2 minutes at 70 degrees F, and 2.6 minutes at 100 degrees F. when the polymer is reacted with water containing 0.4% accelerator.
 6. During injection, foaming, expansion, and viscosity increase occur.

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7. Physical properties of the cured foam of approximately 14 pounds per cubic foot density, 80 to 90 psi tensile strength, and 700% to 800% elongation when a mixture of 50% polymer and 50% water undergoes a confined expansion to five times its initial liquid volume.
 - H. Chemical grout shall have documented similar usage with satisfactory performance of over two (2) years. Documentation shall be provided to prove successful use of grout references, test data, etc., or systems installed for two (2) years or more.
- 2.02 EQUIPMENT
- A. Equipment: The basic equipment consists of chemical grout pumps, grout containers, injection packers, hoses, valves, and all necessary items and tools required to seal manholes. The chemical grout pumps are equipped with pressure gauges that provide mortaring pressure during the injection of the chemical sealants. When necessary, bypass lines equipped with pressure-regulating bypass valves are incorporated into the pumping system to limit injection pressure.
 - B. Where the engineer approves of sealing small isolated leaks, AV-202Multigrout (Avanti one-part urethane; water activated) or an equivalent may be hand applied using "caulking"-type devices.

PART 3 EXECUTION

3.01 CLEANING AND INSPECTING

- A. Manholes to be sealed shall be cleaned.

3.02 SAFETY HANDLING OF CHEMICAL GROUT

- A. Mixing and handling the chemical grout may be toxic if it is passed through unbroken skin, inhaled as dust or droplets, or swallowed. Therefore, the chemicals shall be mixed, handled, and pumped by personnel thoroughly familiar with handling the chemicals involved. All chemicals shall be subject to the approval of the OWNER.

3.03 SEALING DEFECTS

- A. General: The sealing equipment shall not damage the manhole or cause settlement, assuming the manhole is structurally sound. Sealing equipment shall consist of two separate pumping systems capable of supplying an uninterrupted flow of sealing materials to completely fill the voids.
- B. Procedure: The repair shall be by the plastic injection method, accomplished by forcing chemical sealing materials into or through the faulty joints or cracks.
- C. Method of Repair:
 1. Sealant materials shall be pumped into cracks and openings in the manhole walls at controlled pressures in excess of groundwater pressures. The pumping equipment shall be designed so that the proportions and quantities of materials and pressures for materials and sealing can be instantly regulated in accordance with the type and size of the leak and the rate of flow of the scaling solution in relation to the back pressures.

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2. Chemicals shall be mixed in proportions so that an adequate reaction of "gel" time is allowed.
3. Manhole sealing procedure: At each point of infiltration within the manhole structure, a hole is drilled from inside the manhole, which extends through the manhole wall. In cases where there are several leaks around the circumference of the manhole, fewer holes may be drilled, providing all leakage is stopped. Grout packers or sealant injection devices are placed into the holes. A hose or hoses are attached to the injection device from a chemical grout pump. Chemical sealing materials, as specified, are then pumped until material refusal is indicated on the pressure gauge (by an increase of pressure) or a predetermined quantity of sealant has been injected. Care must be taken during the pumping operation to ensure that excessive pressures do not develop and cause damage to the manhole structure. Upon completion, the holes are removed, and the remaining holes are filled with non-shrink patching mortar and troweled flush with the surface.

3.04 GUARANTEE

- A. All sealing work performed on manhole defects shall be guaranteed against faulty workmanship and materials for a period of one year or through the next year's high groundwater season, whichever is longer.
- B. During the following year's high groundwater season, provided it is at least six months after the work is completed, the OWNER shall select manholes to verify compliance with the guarantee.
- C. The CONTRACTOR shall reseal the defects selected by the OWNER to verify compliance with the guarantee. Any defects needing to be repaired shall be re-sealed at no cost to the OWNER.

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MANHOLE LINER

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing materials and equipment for complete manhole rehabilitation by approved methods specified herein.
- B. Rehabilitation of manholes.
- C. Controlling sewage flow.
- D. All work shall comply with these Specifications and the specified product manufacturer's recommendations.

1.02 RELATED WORK

- A. Cleaning
- B. Sealing/Grouting

1.03 QUALITY ASSURANCE

- A. Manhole line design Requirements: Rehabilitation of existing manholes with the installation of new liner systems shall be designed to meet the following design criteria:
 - 1. The lined manhole shall have a smooth "brushed finish" interior surface.
 - 2. The liner system shall prevent any infiltration of groundwater or exfiltration of wastewater/stormwater.
 - 3. The completed liner installation of the manhole shall stop the gas deterioration of the existing manhole and provide a permanent joint-less corrosion barrier from the bottom of the manhole frame to the pipe invert, including the bench. The completed liner shall be impervious to sulfuric acid attack resulting from hydrogen sulfide oxidation.

1.04 JOB CONDITIONS

- A. Existing Conditions: It shall be the Contractor's responsibility, in consultation with the OWNER, to determine the condition of the manholes prior to choosing a rehabilitation method.
- B. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the right-of-way owner's approved MOT plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights, and other means as necessary.

1.06 WARRANTY

- A. The Contractor shall provide a written, unconditional, five (5) year, non-prorated warranty of the completed manhole liner. The warranty shall cover all labor and material for correcting defects in the liner system, including infiltration, surface cracking, leaking, seepage, pinholes, delamination of the liner, and deterioration of the manhole or liner caused by exposure to hydrogen sulfide gas (H₂S).

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- B. Before the end of the five (5) year warranty period, the owner shall inspect a minimum of 20 percent of the manholes repaired under this contract. The Contractor will be required to repair all visible leaks, cracks, and other deficiencies at no expense to the owner.

1.07 QUALIFICATIONS

- A. The Contractor installing the manhole liner shall be fully qualified, have a minimum of two (2) years of experience applying the specified product, and be equipped to complete this work expeditiously and in a satisfactory manner. The Contractor shall submit the following information to the OWNER for review and approval:
 - 1. The number of years of experience in performing this type of specialized work.
 - 2. The name of the liner system manufacturer and supplier for this work and previous work are listed below. The Contractor shall be an approved installer as certified and licensed by the manufacturer or supplier.
 - 3. A list of Public Entity clients for which the Contractor has performed this type of work.
 - a. The list shall contain names and telephone numbers of persons who can be called to verify previous satisfactory performance.
 - b. Installation dates and a description of the actual work performed.

PART 2 - PRODUCTS

2.01 PURE-FUSED CALCIUM ALUMINATE LINING

- A. Calcium aluminate mortar with pure-fused calcium aluminate cement and pure-fused calcium aluminate aggregate. Only **SewperCoat is the approved product**. The material shall be spray-applied in accordance with the manufacturer's specifications.
- B. The material shall be prepackaged from the manufacturer so that it does not require field mixing of mortar and aggregate to obtain the recommended composition.
- C. The material shall be designed for use in a severe hydrogen sulfide (FHS) environment to resist biogenic (microbiologically induced) corrosion.
- D. Contractor shall provide documentation that the material has a minimum two (2) year history in the rehabilitation of sewer manholes.

2.02 CHEMICAL GROUT FOR MANHOLE SEALING

- A. Chemical grout used for manhole sealing shall be in accordance with the specifications for sealing materials

2.03 PATCHING MATERIAL

- A. Patching material for filling voids shall be designed to fill voids and repair manhole inverts.

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PART 3 - EXECUTION

3.01 MAINTAINING WASTEWATER/STORMWATER FLOWS

- A. All wastewater/stormwater flows shall be maintained.

3.02 MANHOLE SEALING WITH CHEMICAL GROUT

- A. Seal manhole infiltration leaks.

3.03 PREPARATION FOR MANHOLE LINING

- A. Remove Existing Manhole Liner Prior to Lining: At locations designated by the Owner, the Contractor shall remove the failed existing manhole liner (e.g., bag liner, epoxy liner, fiberglass liner) using such tools and equipment as required. Removal of the existing liner shall be performed in such a manner that the structural integrity of the manhole is in no way compromised. No material removed shall be allowed to enter the sewer system but shall be removed in an approved manner.
- B. Preparing Existing Manhole: The manholes selected for lining shall be pressure blasted to remove all dirt, grease, sand, and surface contaminants on the walls and bench, leaving a clean, wet, or dry surface. The condition of the manhole may require the use of a 10% solution of muriatic acid over all surfaces or the use of a detergent. If an acid or detergent solution is used, the surface shall be thoroughly rinsed and neutralized prior to the installation of the liner system.
- C. Prior to applying the liner system, all visible infiltration through the manhole shall be stopped as needed to ensure the proper application of the lining material.
- D. All large voids shall be patched, and the manhole flow channel shall be covered prior to lining application.
- E. Preparing Bench: Remove all loose grout and rubble in the existing channel and bench area. If necessary, rebuild the channel by reshaping it to align inflow and outflow and prevent the deposition of solids at the transition point while following the grades of the pipe entering the manholes. Plug all visible leaks with an approved water stop. Hand-line the bench with the same materials as used on wall surfaces.
- F. Invert Reconstruction:
 - 1. At each manhole so designated by the OWNER, the Contractor shall reconstruct the manhole invert and bench to repair a deteriorated condition or to meet the new pipe elevations indicated on the plans.
 - 2. Should a new pipe or liner connection be scheduled for the sewer entering the manhole, all work on that item shall be completed prior to the final coating of the bench and invert pipes with an approved sealing compound. The sealer shall cover the entire bench and invert area and shall overlap the pipe invert at least 6 inches. The application and thickness shall be recommended by the manufacturer or as directed by the OWNER. The Contractor shall clean the manhole invert, bench, and lower two feet of walls of all debris, sludge, and dirt. No material removed shall be allowed to enter the sewer system but shall be removed in an approved manner.

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3. Should the existing invert have broken pipe material, the pipe material shall be removed. The new invert and bench shall be formed of concrete, brick, and mortar, and new pipe sections shaped to the new invert elevations, as shown on the plans. The intent is to have a properly shaped invert to replace the existing deteriorated bench and invert. The Contractor shall remove the existing bench and manhole wall material only to the degrees necessary for proper installation of the new bench and inverts and shall not cause any damage to the manhole.
4. Minor invert repair shall be cleaning, patching, and reshaping of an existing invert.
5. Major invert repair shall be the total repair and/or replacement of an existing invert.

3.04 INSTALLATION OF CALCIUM ALUMINATE LINING

- A. Spray Application: The pure-fused calcium aluminate liner system shall be mixed and applied in strict accordance with the manufacturer's written instructions using only manufacturer-approved equipment. This shall include the preparation, installation, curing, and finish operation required to complete the manhole rehabilitation process.
- B. Wet Gun: The material shall be spray applied directly to the damp manhole surface in a two (2) coat application. The material shall be troweled smooth after each coat. The material shall completely cover the interior surface of the manhole from the frame to the invert with a minimum thickness of 1/2 inch. A "brushed" finish shall be applied to the second coat after troweling.
- C. Curing: The material shall be cured in strict accordance with the manufacturer's instructions.

3.05 FIELD QUALITY CONTROL

- A. Leakage Testing: Within one day of the liner's installation, the contractor and the owner shall observe the manhole for infiltration. A satisfactory installation will show zero infiltration for the full depth of the manhole.
- B. Warranty: Any observed leakage that occurs during the warranty period shall be stopped using the liner material manufacturer's approved repair method. The repair shall be performed by the CONTRACTOR at his expense. A new warranty period on the repaired manhole shall begin on the date of the repair.

MAINTAINING WASTEWATER/STORMWATER FLOWS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to maintain wastewater/stormwater flows during construction.

1.02 JOB CONDITIONS

- A. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in

Exhibit A
Specifications and Scope of Work
Maxx Environmental LLC

accordance with the right-of-way owner's approved MOT plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights, and other means as necessary.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 FLOW MAINTENANCE

- A. Pumping and Bypassing or Tanker Truck Hauling as Required: The CONTRACTOR shall maintain the existing flows in the sewer system through bypass pumping or tanker truck hauling around the affected pipe sections. The maintenance of wastewater/stormwater flow, which consists of pumps, conduits, tank trucks, and other equipment, shall be of sufficient capacity to handle the existing flow, plus additional flow that may occur during rainfall. Surcharging the upstream gravity sewer lines and manholes will not be allowed unless authorized by the Owner. If pumping is required, engines shall be equipped to keep noise to a minimum. Pump engines should be sound attenuated to approximately 72db at a distance of 30ft.
- B. Flow Control Precautions: When the flow in a sewer line is plugged, blocked, or bypassed, sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer now-control operations do not cause flooding or damage to public or private property being served by the sewers involved.
- C. Flow Maintenance Plan: The OWNER shall submit and approve a wastewater/stormwater flow maintenance plan prior to executing the work.
- D. Public Notice: For Manhole Lining, the Contractor shall be responsible for contacting each building owner (and tenant) having a lateral service connected to the manhole. A minimum of two (2) days prior notice of the work must be given. During execution of the work, the Contractor shall be responsible for cleanup, repair, and property damage resulting from a sewer back-up.

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1	Mobilization	LS	500.00
2	MOT FDOT Roadway	EA	3,000.00
3	MOT County Roadway	EA	1,000.00
4	MOT Local Roadway	EA	500.00
5	Manhole 4' Diameter w/coating (Precast)	VF	230.00
6	Manhole 5' Diameter w/coating (Precast)	VF	280.00
7	Manhole 6' Diameter w/coating (Precast)	VF	340.00
8	Manhole 4' Diameter w/coating (Brick)	VF	260.00
9	Manhole 5' Diameter w/coating (Brick)	VF	330.00
10	Manhole 6' Diameter w/coating (Brick)	VF	470.00
11	Wet-well 6' Diameter w/coating (Precast)	VF	690.00
12	Wet-well 8' Diameter w/coating (Precast)	VF	950.00
13	Wet-well 10' Diameter w/coating (Precast)	VF	1,180.00
14	Wet-well 12' Diameter w/coating (Precast)	VF	1,450.00
15	Invert/Bench Repair	EA	600.00
16	Existing Coating Removal	SQ FT	9.00
17	Sandblasting	EA	1,000.00
18	By-pass pumping < 6"	HR	150.00
19	By-pass pumping > 6"	HR	200.00
20	Vactor Truck	HR	300.00
21	Catch Basin 2'	SQ FT	35.00
22	Catch Basin 3'	SQ FT	30.00
23	Catch Basin 6'	SQ FT	30.00



**SOUTH MARTIN
REGIONAL UTILITY**

CONTRACT MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: Kevin Carey Jr., Interim SMRU Director

RE: Arlington Electric Inc. – Agreement for Electrical Services Piggyback Contract

Date: November 19, 2025

Entity: South Martin Regional Utility

Prepared by: Kevin Carey Jr., Interim SMRU Director

Requested by: Administration

Legal Sufficiency Review: Phillip Gildan, Esq., Greenberg Traurig

Contract Title: Agreement for Electrical Services

Executive Summary: South Martin Regional Utility (SMRU) utilizes several electric components throughout its utility system and needs a qualified electrical company to support the SMRU electrical needs. The scope includes routine repairs, maintenance, and installation for low voltage, 120V, 240V, and 480V systems that are essential to water and wastewater treatment operations.

Arlington Electric, Inc. entered into a contract with Martin County for utility electrical services pursuant to a competitive procurement process. SMRU proposes to piggyback off of the Martin County contract and enter into a three-year contract with two, one-year renewals with Arlington Electric, Inc.

Fiscal Impact: Funds will be expended from GL line 401-412-546.105; REPAIR/MAINT.-WATER. [Will there also be WASTEWATER electrical services, and if so, add Wastewater budget line item]

Recommended Action: SMRU staff requests that the SMRU Board approve this piggyback agreement with Arlington Electric, Inc., and authorize the Mayor to sign the agreement.

AGREEMENT

FOR ELECTRICAL SERVICES

THIS AGREEMENT is made the Effective Date, as defined below, by and between the Town of Jupiter Island, Florida, a municipal corporation established under the laws of the State of Florida (the "**Owner**"), with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and Arlington Electric, Inc. a Florida corporation (the "**Contractor**"), with its principal address at 3251 SE Dixie Hwy., Stuart, FL 34997

WITNESSETH:

WHEREAS, Martin County, Florida (the "**County**") accepted Contractor's bid, dated March 10, 2025 (the "**Contractor's Bid**"), for the supply of Electrical Services (the "**Services**") submitted in response to County Request for Bids, RFB2025-3700, pursuant to a competitive public bidding process by the County (the "**RFB**"), and entered into the Agreement Between County and Contractor for Goods and Services, effective November 8, 2025 (the "**Contract**"); and

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

WHEREAS, Owner desires to obtain Services; and

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

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

I. RECITALS

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

II. AMENDMENTS

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

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

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

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

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

4. Service Orders.

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

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

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

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

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

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

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

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

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

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

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

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

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

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

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

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

For notices and communications to Owner:

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

For notices and communications to Contractor:

Arlington Electric, Inc.
3251 SE Dixie Hwy
Stuart, FL 34997
Email: rwright@arlingtonelectricinc.com

For estimates - cr@arlingtonelectricinc.com

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

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

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

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

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

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

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

14. Allotment of Service Requests/Service Orders to Contractor. Owner, through its designated representative, will, in its sole discretion, issue Service Orders to

Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Orders. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor will have no right to appeal or challenge Owner's decision regarding distribution of Service Orders.

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

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

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

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

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

<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a “Prohibited Person”).

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

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

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

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

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

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

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

By: _____

Penelope Townsend

Its Mayor

(TOWN SEAL)

Date: _____

ARLINGTON ELECTRIC, INC.

By: _____

Name: *Roy A. Wright V.P.*

Its: Authorized Representative

**EXHIBIT A
ELECTRICAL SERVICES**

<i>This form shall be typewritten. Handwritten forms will not be accepted.</i>					
NORMAL WORKING HOURS (8:00 AM - 5:00 PM, MON-FRI, EXCLUDING COUNTY HOLIDAYS)					
ITEM NO.	DESCRIPTION	EST QTY*	UNIT	UNIT PRICE	TOTAL
1	Labor (Repairs & Installations)	100	HOUR	\$90.00	\$ 9,000.00
2	Service Calls	50	HOUR	\$90.00	\$ 4,500.00
3	Emergency Calls	10	HOUR	\$90.00	\$ 900.00
TOTAL (NORMAL WORKING HOURS)					\$ 14,400.00

EVENING / WEEKEND / HOLIDAY HOURS					
ITEM NO.	DESCRIPTION	EST QTY*	UNIT	UNIT PRICE	TOTAL
1	Labor (Repairs & Installations)	50	HOUR	\$135.00	\$ 6,750.00
2	Service Calls	25	HOUR	\$135.00	\$ 3,375.00
3	Emergency Calls	10	HOUR	\$135.00	\$ 1,350.00
TOTAL (EVENING / WEEKEND / HOLIDAY HOURS)					\$ 11,475.00

TOTAL (NORMAL WORKING HOURS + EVENING / WEEKEND / HOLIDAY HOURS)	\$ 25,875.00
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ADDITIONAL OPTIONS		
ITEM NO.	DESCRIPTION	PERCENTAGE (%) MARKUP OVER COST (*Cannot Exceed 20%)
1	New Equipment	10.00%
2	Materials	10.00%

BID FORM NOTES

1 *Estimated quantities are for bid evaluation only; actual hours will vary as work is performed on an as-needed basis.

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

INSTRUCTIONS

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

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

Company Name	Name of Authorized Representative (Print)
	Arlington Electric, Inc. Roy A. Wright
Street Address	Title
	3251 SE Dixie Highway Vice President
City, State, Zip	E-mail Address
	Stuart, FL 34997
Telephone	Authorized Signature



**SOUTH MARTIN
REGIONAL UTILITY**

CONTRACT MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: Kevin Carey Jr., Interim SMRU Director

RE: The Plumbing Company –Plumbing Services and Repair Piggyback Contract

Date: November 19, 2025

Department: South Martin Regional Utilities
Prepared by: Kevin Carey Jr., Interim SMRU Director
Requested by: Water Department
Legal Sufficiency Review: Phillip Gildan, Esq., Greenberg Traurig

Contract Title: Agreement for Plumbing Services and Repairs

Executive Summary: South Martin Regional Utility (SMRU) utilizes several plumbing components throughout its utility system to move water and wastewater into various capacities for treatment and distribution of fluids. The strategic engagement of a qualified plumbing company to support SMRU’s plumbing needs is needed. These services will ensure reliable, efficient, and safe operation of critical infrastructure across multiple utility facilities. The scope includes routine repairs and maintenance of systems that are essential to SMRU’s operations as well as various SMRU administrative buildings.

The Plumbing Company has agreed to allow SMRU to piggyback their recent five-year (three years with two, one-year renewals) contract with Martin County, FL for similar services. Staff desires to piggyback this contract for general plumbing use on an as-needed basis.

Fiscal Impact: Funds will be expended from GL line 401-412-546.105; REPAIR/MAINT.-WATER.

Recommended Action: SMRU staff requests that the SMRU Board approve this piggyback agreement with The Plumbing Company and authorize the Mayor to sign the agreement.



**SOUTH MARTIN
REGIONAL UTILITY**

MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: Kevin Carey Jr., Interim SMRU Director

RE: USA Bluebook – Single Source Spending Approval

Date: November 19, 2025

Executive Summary: USA Bluebook is an industry specific vendor used for a variety of items including lab supplies, small tools, equipment and materials used throughout water and wastewater systems.

Items are typically well stocked by USA Bluebook, and received within a short period of time when ordered. These purchases are of low cost and low volume. Since USA Bluebook is industry specific, they have access to manufacturers that SMRU doesn't, which allows easier purchasing options.

Based on SMRU's purchasing history with this vendor, purchases are estimate to total over \$35,000 within the fiscal year. Per the Town's purchasing policy, SMRU is requesting this vendor be considered a Single Source vendor.

Fiscal Impact: Funds for this Vendor will be expended from the appropriate and corresponding GL line for the materials needed at the time.

Recommended Action: Staff requests designation of this vendor as a Single Source vendor and requests spending authorization in the amount of \$40,000.00 to meet its needs through the end of FY 25/26.

TOWN OF JUPITER ISLAND/SMRU

SINGLE SOURCE MEMORANDUM

TO : Robert Garlo *RG*

FROM : Stuart Trent *ST*

REGARDING : **Request for Approval of Single Source Purchasing**

VENDOR : USA Bluebook

GOOD/SERVICE : Various materials, supplies, tools

DATE REQUESTED : 10/1/25

EST FY EXPENDITURE : \$40,000

VALID FISCAL YEAR : **2025-2026**

NEEDS TO GO TO T/C FOR APPROVAL PA 10/7/25

Please provide a detailed explanation/supporting documentation for Single Source Request

Explanation:

USA Bluebook is an industry specific vendor used for a variety of items including lab supplies, small tools, equipment and materials used throughout the water and wastewater systems.

Items are well stocked and received within a short period of time when ordered. These purchases are of low value and low volume. Since USA Bluebook is industry specific, they have access to manufacturers that the Utility doesn't, which allows easier purchasing options.

Due to our purchasing history with this vendor, purchases have totaled over \$35,000 within the fiscal year. Per our purchasing policy, we are requesting this vendor be considered a Single Source vendor.



**SOUTH MARTIN
REGIONAL UTILITY**

CONTRACT MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: Kevin Carey Jr., Interim SMRU Director
RE: Xylem Pumps – Single Source Spending Approval
Date: November 19, 2025

Executive Summary: SMRU utilizes Xylem Water Solutions as the sole source supplier of Flygt brand pumping equipment used in many different applications to move water and wastewater throughout the service area and within the treatment facilities. Flygt is considered an upper-echelon manufacturer, and their equipment is routinely selected for high priority processes where reliability and durability are essential to their application. Xylem is the only authorized vendor and sole source for both Flygt new equipment, parts, and repair service.

Xylem has been a long-time vendor of Flygt equipment, parts and repair services to the Utility and staff anticipates replacement and repair of aging pumps, mixers, and other Flygt brand rotating equipment due to normal wear.

Fiscal Impact: Funds will be expended from GL line 401-414-546.102; REPAIR/MAINT.

Recommended Action: SMRU staff requests that the SMRU Board provide single source approval and spending authorization for Xylem Water Solutions in the amount of \$50,000.00 for purchase of replacement and repair of equipment through FY 25/26.

TOWN OF JUPITER ISLAND/SMRU

SINGLE SOURCE MEMORANDUM

TO : Robert Garlo *RG*
FROM : Kevin Carey *KC*
REGARDING : **Request for Approval of Single Source Purchasing**
VENDOR : Xylem
GOOD/SERVICE : Flygt Submersible Pumps
DATE REQUESTED : 10/1/25
EST FY EXPENDITURE : \$50,000
VALID FISCAL YEAR : **2025-2026**

Please provide a detailed explanation/supporting documentation for Single Source Request

Explanation:

SMRU uses Flygt Submersible Pumps in wastewater applications. The Utility has standardized these pumps as they have proven to be reliable, and as a direct replacement, can be installed without any additional fabrication or necessary upgrades.

While there are other pump brands available, the additional costs associated with the retrofitting or upgrades required to accommodate a different brand, would exceed the savings when compared to using Flygt pumps.

To comply with our purchasing policy, we are requesting approval as a Single Source provider with Xylem.



**Xylem Water Solutions USA Inc.
Flygt Products**

15132 Park of Commerce Blvd, Suite 102
Jupiter, FL 33478
Tel: (561) 848-1200
Fax: (561) 848-1299

October 1, 2025

South Martin Regional Utility
WWTP Manager
P.O. Box. 395
Hobe Sound FL
33475

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised that Xylem Water Solutions USA Inc. owns the Flygt and Multitrode companies and is the only authorized vendor for Flygt/Multitrode Products and OEM Parts. Xylem is also the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Our staff is properly trained to provide you with original equipment, spare parts, repairs and warranty service.

Thank you for your interest in Xylem Water Solutions USA Inc. Please feel free to contact me if you have any questions regarding distribution or any other matter.

Xylem Water Solutions USA, Inc.

Clinton Rueff
Phone: 561-848-1200
Fax: 561-848-1299





**SOUTH MARTIN
REGIONAL UTILITY**

MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: Kevin Carey Jr., Interim SMRU Director

RE: Data Flow Systems – Single Source Spending Approval for Lift Station Telemetry System

Date: November 19, 2025

Department: Infrastructure

Prepared by: Kevin Carey Jr., Interim SMRU Director

Requested by: Infrastructure

Executive Summary: The South Martin Regional Utility (SMRU) owns and operates over 100 wastewater lift stations throughout its wastewater service area. Wastewater lift stations are an integral to the gravity wastewater collection system performing the function of collecting wastewater from the gravity collection system and then pumping the collected wastewater under pressure to the wastewater treatment plant for processing. All stations are operated by logic control panels that use level indicators to turn pumps on and off as needed to avoid extended retention times and potential for overflows. Data Flow's telemetry system provides a radio transmitted status to a central monitoring station and will call out for service should the station encounter a failure. These systems are deployed with all new stations and SMRU has installed Data Flow telemetry on most of its remote and critical stations. Having the ability to monitor conditions remotely and be alerted to issues automatically allows most conditions to be resolved before they become critical. Data Flow is the only vendor that can provide the telemetry systems utilized by SMRU.

As part of SMRU's ongoing system-wide safety improvement plan, SMRU has programmed into its capital plan five (5) lift stations to be connected to the operating network via a Data Flow system on an annual basis with a goal to eventually connect all stations to this Data Flow telemetry network.

Fiscal Impact: Funds will be expended from GL line 403-413-564.114, Lift Station Upgrades.

Recommended Action: SMRU staff requests that the SMRU Board provide single source approval and spending authorization for SMRU staff requests for Data Flow Systems in the amount of \$65,000 from account 403-413-564.114, Lift Station Upgrades.

TOWN OF JUPITER ISLAND/SMRU

SINGLE SOURCE MEMORANDUM

TO : Robert Garlo *RG*

FROM : Kevin Carey *KC*

REGARDING : **Request for Approval of Single Source Purchasing**

VENDOR : Data Flow Systems

GOOD/SERVICE : Lift Station Telemetry Equipment and Supplies

DATE REQUESTED : 10/1/25

EST FY EXPENDITURE : \$65,000

VALID FISCAL YEAR : **2025-2026**

Please provide a detailed explanation/supporting documentation for Single Source Request

Explanation:

Data Flow Systems is the sole source vendor of equipment and supplies for the telemetry systems used by SMRU in multiple lift stations. These systems are utilized to provide real-time reporting to personnel of lift station conditions, which allow issues to be resolved prior to becoming catastrophic events.

SMRU has standardized this specific equipment as it has proven reliable and Data Flow, as the sole source provider for all designs, repairs, and manufacturing of the product, are local and respond in a timely manner when needed.

To comply with our purchasing policy, we are requesting approval as a Single Source provider with Data Flow Systems.



Data Flow Systems

October 1, 2025

Mr. Scott Metcalf
Town of Jupiter Island (S. Martin Reg.)



RE: TAC II SCADA System
Sole Source Status

Dear Mr. Brown:

Please consider this document official confirmation that Data Flow Systems, Inc. (DFS), of Melbourne, Florida, is the sole source provider for the TAC II SCADA System and associated Remote Terminal Units (RTUs), Telemetry Control Units (TCUs), TAC Pack TCU RTUs, Hyper SCADA Servers (HSS), and DFS HTX SCADA Software as currently utilized by the Town of Jupiter Island (SMRU). DFS is also the sole source provider for all associated repairs, service and training.

DFS is responsible for the design, manufacture, and service of the entire TAC II SCADA System product line. There are no other manufacturers, dealers, distributors or service organizations that offer these products and associated services in the State of Florida. The TAC II SCADA System is Made in the USA.

Should you have any questions or require additional information, please contact me at 321-259-5009.

Sincerely,
Data Flow Systems, Inc.

A handwritten signature in dark ink, appearing to read 'D Walker', written over the company name.

David Walker
Vice President, Sales



**SOUTH MARTIN
REGIONAL UTILITY**

MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: Kevin Carey Jr., Interim SMRU Director
RE: Barney's Pumps – Single Source Spending Approval
Date: November 19, 2025

Executive Summary:

SMRU requires replacement pump(s) for sewer lift stations. The HOMA & Hydromatic submersible grinder pumps are a direct replacement which allows us to install without any additional fabrication or upgrades to the lift station platform. While other pump types and brands are available, the additional costs associated with re-fabricating the station, or the upgrades to utilize a different brand would exceed the cost savings associated with not using either of these pumps.

Barney's Pumps Inc is the sole provider of HOMA & Hydromatic pumps, and pursuant to the Town's purchasing policy, requires the Town approval as a sole source vendor.

Recommended Action: Staff requests Barney's Pumps Inc. to be approved as a sole source vendor, and requests spending authorization in the amount of \$75,000.00 to meet its needs through the end of FY 25/26 from 401-414-546.102 , Repair and Maintenance.

TOWN OF JUPITER ISLAND/SMRU

SINGLE SOURCE MEMORANDUM

TO : Robert Garlo, Town Manager *RG*
FROM : Kevin Carey *KC*
REGARDING : **Request for Approval of Single Source Purchasing**
VENDOR : Barney's Pumps Inc.
GOOD/SERVICE : HOMA & Hydromatic Submersible Pumps
DATE REQUESTED : 10/27/2025
EST FY EXPENDITURE: \$75,000
VALID FISCAL YEAR : **2025-2026**

Please provide a detailed explanation/supporting documentation for Single Source Request

Explanation:

Requesting replacement pump(s) for sewer lift stations. The HOMA & Hydromatic submersible grinder pumps are a direct replacement which allows us to install without any additional fabrication or upgrades to the lift station platform. While other pump types and brands are available, the additional costs associated with re-fabricating the station, or the upgrades to utilize a different brand would exceed the cost savings associated with not using either of these pumps.

We will be purchasing these pumps to be installed upon receipt as well as being placed in inventory for use when necessary.

Barney's Pumps Inc is the sole provider of HOMA & Hydromatic pumps.

RG
10/28/25



Ashland, OH
www.hydromatic.com

October 3, 2025

To: Whom it May Concern

Subject: Hydromatic Distribution

This letter is to advise you that Barneys Pump Company of Lakeland, FL, with locations in Coral Springs and Jacksonville, is the sole authorized distributor for the municipal and industrial markets in the State of Florida, with the exception of the following counties: Escambia, Jackson, Calhoun, Gulf, Bay, Washington, Holmes, Walton, Okaloosa and Santa Rosa.

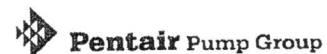
This agreement gives them the sole right to promote and sell Hydromatic Engineered Products for these markets in the State of Florida, with noted exceptions. In addition, Barneys Pump Company is the authorized factory warranty and repair center for this area.

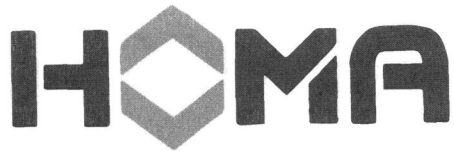
Please direct any inquires or orders to Barneys Pump Company.

Sincerely,

A handwritten signature in cursive script that reads 'Anthony R. Capponi'.

Anthony R. Capponi
National Sales Manager
Municipal Sales





Pump Technology Inc.
Ansonia, CT 06401

Southeast Regional Office
Ph. 203 231 6433

Re: HOMA PUMP Authorized Municipal Distributor

Date: 1/3/2025

To Whom It May Concern:

Effective September 14, 2004, Barney's Pumps, Inc. became the only authorized distributor for HOMA PUMP TECHNOLOGY INC. in the municipal market for the state of Florida (exclusive of the panhandle counties west of the Apalachicola River). Their responsibilities include but are not limited to:

- A. Sale of new units,
- B. Sale of OEM aftermarket parts, and
- C. Repair and warranty evaluation of units.

Barney's Pumps has been involved with the rotating equipment business for many years. Their staff is experienced in the selection, application, packaging and service of HOMA pumps, and they have locations in Lakeland, Coral Springs, and Jacksonville to properly support the municipal marketplace in the state of Florida.

HOMA PUMP will support Barney's Pumps by referring inquiries to them and by our direct sales force working side-by-side with them to optimize our customer support. We recommend our customers work closely with them to obtain the best results from our products.

They can be reached in Lakeland at (863) 665-8500, in Coral Springs at (954) 346-0669, or in Jacksonville at (904) 260-0669. Please let us know if you have any questions or if there is any way we can be of assistance.

Nate Ackerman

Sincerely,
Nate Ackerman
Southeast Regional Sales Manager
HOMA Pump Technology, Inc.



**SOUTH MARTIN
REGIONAL UTILITY**

MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: Kevin Carey Jr., Interim SMRU Director
RE: Treasure Coast Infrastructure – Project Spending Approval
Date: 11/19/2025

SMRU employees identified road work being performed by Martin County on SE Elenor Ave. Upon further investigation, it was determined that the existing water main was a 2” galvanized pipe beneath the road, in the direct vicinity of the resurfacing project. Based on the depth and condition of the water main there was a high likelihood that the road work would result in damage to the existing infrastructure. Because of that fact, SMRU asked Martin County to delay the roadwork pending the replacement of the water main.

SMRU obtained competitive quotes and secured a purchase order for the replacement of the water main and residential meter connections. Treasure Coast Infrastructure was chosen as the apparent low bidder and the work was successfully completed prior to the start of roadwork.

This expenditure, when combined with the existing annual spending expected to occur with Treasure Coast Infrastructure, is expected to exceed the current purchasing policy spending approval limit of \$35,000.00 and necessitates additional spending authorization.

REQUESTED ACTION

Staff requests the SMRU Board authorize spending approval in the amount of \$30,100 for Treasure Coast Infrastructure water line directional bore. POs will be individually issued and funded from SMRU Budget, GL line # 403-412-564.114 and #403-413-564.114.

ESTIMATE

Treasure Coast Infrastructure
PO Box 405
Palm City, FL 34991

bill@treasurecoastinfrastructure.com
+1 (412) 689-1038
www.treasurecoastinfrastructure.com



SMRU

Bill to
SE Eleanor Ave

Ship to
SMRU

Estimate details

Estimate no.: 1071
Estimate date: 10/19/2025

#	Product or service	Description	Qty	Rate	Amount
1.	1-2	1-2" Directional Bore (Includes HDPE Pipe and Bentonite Removal)	380	\$20.00	\$7,600.00
2.	Desc	12x 2" Tap	1	\$5,500.00	\$5,500.00
3.	Desc	Blow Off Valve	1	\$2,500.00	\$2,500.00
4.	Desc	Services	4	\$2,200.00	\$8,800.00
5.	Mob	Mobilization	1	\$700.00	\$700.00
				Total	\$25,100.00

Accepted date

Accepted by

New HDPE 2" water main to be installed on Eleanor St Banner Lake + existing services to be reconnected.



**SOUTH MARTIN
REGIONAL UTILITY**

MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: Kevin Carey Jr., Interim SMRU Director
RE: Barneys Pumps – Project Spending Approval
Date: 11/19/2025

SMRU has received a \$26,800.00 contribution in aid of construction from Coastal Waste and Recycling of Martin County, for off-site wastewater system improvements associated with the project which will consist of upgrading two pumps at the Suzanne Drive SMRU lift station to ensure adequate capacity and reliability for managing the anticipated increase in wastewater flows to the system. The cost of these improvements is included within the applicable fees and charges.

SMRU has obtained pricing for the following:

- Two (2) Homa submersible grinder pumps – model GRP59/3, 3450 RPM – \$26,800.00

REQUESTED ACTION

Staff requests the SMRU Board to authorize spending approval from the “contribution in aid of construction” funds for this equipment, in the amount of \$26,800.00 to purchase the described equipment. POs will be issued and funded from SMRU Budget GL line #403-413-564.114, Lift State Upgrades.

QUOTATION NUMBER
1031350

BARNEY'S PUMPS INC.



12080 NW 40th Street, Coral Springs, FL 33065-7602
Broward (954) 346-0669
Fax (954) 346-0993

Page 1 of 4

DATE: 9/27/25

TO: Town of Jupiter Island

FOR Hobe Sound, FL
SHIPMENT
TO:

PROJECT: Suzanne Drive Lift Station

<u>Delivery</u> TBD	<u>Via</u> Bestway	<u>From</u> Barney's Pumps	<u>F.O.B.</u> Barney's Pumps	<u>Terms</u> TBD
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ITEM	QTY	DESCRIPTION	PRICE
A	1	COS: 100 GPM @ 98' TDH, 230V/3Ø/60Hz	
	2	Barney's Pumps Non-Clog Concrete Lift Station including: Homa submersible grinder pump – model GRP59/3, 8.9 HP, 3450 RPM with 32' power cords including seal failure and thermal overload sensors.	\$26,800.00
	1	Duplex Rail System including: (2) Base elbow and flange – cast iron – Ø4". (2) Upper guide bracket – 316SS. (2) Lifting bail and chain – 316SS. (4) Schedule 40 guide rail – 316SS – Ø2" x 20'.	
<p>Thank you for the opportunity to earn your business. Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office. All shipments are F.O.B origin.</p>			

The following items are attached: Bulletin Performance curve Elevation drawing

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit <https://www.barneypumps.com/legal.html>.

BARNEY'S PUMPS INC.

Jim King

Authorized Signature

Accepted By _____ Date _____ PO# _____



Barney's Pumps Terms of Sale & Warranty

1. This document is fully incorporated in the Credit Agreement (the "Agreement") signed by Customer, and is a binding contract between Barney's Pumps, Inc. ("Barney's Pumps") and the Customer executing the Credit Agreement which shall apply to all purchases by the above referenced Customer or its agents after the date of the Agreement. This document is also fully incorporated into any quote or invoice it is sent with or attached to. **Barney's Pumps expressly conditions its acceptance of any offer or purchase order from Customer on Customer's acceptance of only these Terms of Sale & Warranty expressly provided herein, and Customer agrees that any additional or different terms and conditions that may be attempted or purported to be imposed by the Customer on Barney's Pumps shall not apply to any transaction between Barney's Pumps and the Customer. Customer agrees and acknowledges that Barney's Pumps is unwilling to conduct business at all with Customer except for Customer's agreement to only these Terms of Sale & Warranty contained herein and nothing else unless such additional or different terms are agreed to in a subsequent writing by Barney's Pumps.**
2. Quoted prices do not include any taxes and are valid for thirty (30) days from the date of Barney's Pumps' proposal unless otherwise noted on the proposal. If the proposal is not unconditionally accepted, in writing, within that timeframe, Barney's Pumps may modify pricing.
3. Customer's payment terms are net 30 days from invoice date unless Barney's Pumps states other payment terms in writing signed by Barney's Pumps. The Customer shall pay a finance charge of 18% per annum, or the highest rate permitted by law, whichever is lower, on all delinquent accounts. If it becomes necessary for us to employ an attorney or to bring suit to recover any amount, the Purchaser agrees to pay all of our court costs, legal expenses, and reasonable attorney's fees in connection therewith. These remedies are not in lieu of any other remedies so provided by applicable law. The Customer agrees that any credit extended by Barney's Pumps is for business purposes only, and not for personal, family, or household purposes.
4. Shipping and shop drawing production schedules are estimates based on current market conditions; they are subject to revision. We will not be liable or responsible for any delays caused by late shipment to us, or by any other matters beyond our control (Force Majeure) either in whole or in part. The Customer hereby releases Barney's Pumps for all damages for delays caused, whether in whole or in part, by third parties. Customer agrees that if a third party caused or contributed to any delay, Customer releases Barney's Pumps completely for any damages caused by that delay, including any liquidated damages. Barney's Pumps shall only be liable for liquidated damages if Barney's agrees to such in writing.
5. If requested, shop drawings will be provided for submittal, review and approval to ensure that you, our customer, can be sure that Barney's Pumps has the correct perception of what you require. Any order where shop drawings are provided is contingent upon the approval of those shop drawings that, when approved, shall become the only specifications for the materials, goods, and/or services you wish to purchase. Barney's Pumps cannot and does not warrant, guarantee or represent that materials/goods/services are suitable for any particular purpose nor does Barney's Pumps warrant, guarantee or represent that the materials/goods/services will be or have been approved for use by any other party. The customer is not authorized to rely on any warranty or representation by Barney's Pumps not contained in this document or otherwise provided in writing, and any reliance on anything else shall be deemed unreasonable by the Customer.
6. Purchaser must inspect all materials/goods for damage or shortage at the time of delivery. Claims for non-conforming materials/goods, whether for damage, shortage or otherwise, must be given in writing at the time of delivery to the carrier, and we must be notified in writing of any such claim within five (5) days of the date of delivery. If Customer does not provide written notice of any issue with the materials/goods delivered within five (5) days after the date of delivery, then Customer shall be conclusively deemed to have accepted the materials/goods, and waives any right to complain regarding the quality of the materials/goods and any defects or non-conformance, whether patent or latent. Once the materials and/or goods are accepted, the Customer waives any right to revoke acceptance, whether in whole or in part. These waivers will be enforceable despite any contrary course of performance or course of dealing between the parties hereto. After the five (5) day period mentioned above, materials/goods may not be returned to Barney's Pumps without its written consent and will be subject to a restocking charge plus any freight costs involved.
7. For Specially Manufactured Goods: If Customer orders any goods that must be specially manufactured under specific specifications from the Customer, then the Customer shall not have the ability to cancel any order for such specially manufactured goods once production starts on the goods. Once procurement or production starts on said goods, Customer shall be fully liable for the purchase price of said goods, unless Barney's Pumps agrees otherwise in writing. Customer agrees that any cancellation of production or manufacturing of the specially manufactured goods may result in a cancellation fee to Barney's Pumps, which shall be borne solely by Customer. However, the express warranties below shall still apply to the goods if completed goods are delivered to and accepted by Customer.
8. With respect to materials/goods manufactured by Barney's Pumps, including Unitron Controls® and/or Sci-Text® control panels, we warrant said materials/goods only if the Customer is the original purchaser, and only against

defects in workmanship and material, subject to the limitations described below. The warranty period shall be the lesser of one year from startup or eighteen (18) months from date of shipment. It is the original purchaser's responsibility to ensure that the equipment is properly lubricated and that electrical components used in the control panels are free from rust and operate properly prior to start-up. This warranty does not apply to damage resulting from accident, alteration, misuse or abuse. We warrant to the original purchaser that any part which proves to be defective in material or workmanship will be repaired or replaced at no charge with a new or remanufactured part, F.O.B. Lakeland, Florida. The Customer shall assume all responsibility and expense for removal, reinstallation, and freight to and from Lakeland, Florida. Any item designated as manufactured by others shall be covered only by the express warranty of the manufacturer thereof, if any. Parts of products, or accessories, manufactured by third parties are warranted only to the extent of the original manufacturer's express warranty, if any. In order for this express warranty to be valid and enforceable, Customer shall give Barney's Pumps a written notice within the warranty period above and shall give Barney's Pumps a reasonable opportunity to inspect the materials/goods alleged to be defective, as well as the installation and use thereof. If written notice is not received by Barney's Pumps within the warranty period, any warranty is deemed waived.

9. Service, Repair and Maintenance Work: From time to time, Barney's Pumps may perform service, repair and maintenance work for the Customer on materials/goods purchased by the Customer and/or provide training to Customer concerning said materials/goods. For all repair and maintenance work performed by Barney's Pumps at Barney's Pumps facility, Barney's Pumps warrants said repair and maintenance work against defects in material and workmanship only for the ninety (90) days from the date of completion of said repair and maintenance work. For service, repair and maintenance in the field and for training to customers, Barney's Pumps warrants only that said service, repair and maintenance and field training shall be free from defects in materials and workmanship for ninety (90) days following the date of completion of said services. In order for this express warranty to be valid and enforceable, Customer shall give Barney's Pumps a written notice within the warranty period above and shall give Barney's Pumps a reasonable opportunity to inspect the materials/goods repaired as well as the installation and use thereof. If written notice is not received by Barney's Pumps within the warranty period, the warranty shall be waived by Customer.
10. Customer acknowledges and agrees that any UNITRON CONTROLS®, SCI-TEXT®, or other software provided by BARNEY'S PUMPS in connection with any hardware or control panel products is provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the software and Barney's Pumps reserves all right, title, and interest in and to the software and all intellectual property rights arising therefrom. Subject to and conditioned upon Customer's strict compliance with the terms of this Agreement, Barney's Pumps hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable limited scope license to use such software in conjunction and only with the hardware specifically provided by Barney's Pumps. Barney's Pumps reserves all rights in the software not expressly granted herein.
11. All drawings, specifications, designs, plans and other documents (including without limitation those in electronic form) prepared by Barney's Pumps (collectively the "Plans and Specifications") are property of Barney's Pumps. Barney's Pumps is and shall be deemed the author and owner of the Plans and Specifications. Barney's Pumps retains all common law, statutory and other rights thereto, including without limitation all copyrights. Customer hereby assigns to Barney's Pumps any interest Customer has or may have in the Plans and Specifications, and otherwise expressly disclaims and waives any right and/or claim of ownership in and to the Plans and Specifications.
12. **EXCLUSION OF ALL OTHER WARRANTIES: THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ALL OTHER IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY, OR THAT ANY UNITRON CONTROLS®, SCI-TEXT®, OR OTHER SOFTWARE PROVIDED IN CONNECTION WITH A CONTROL PANEL WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, OR SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY PRODUCTS PURCHASED FROM BARNEY'S PUMPS, INCLUDING MATERIALS OR GOODS PRODUCED OR MANUFACTURED BY BARNEY'S PUMPS, OR ANY PARTS INCORPORATED INTO ANY BARNEY'S PUMPS PRODUCT. THE MATERIALS/GOODS SOLD BY BARNEY'S PUMPS TO THE CUSTOMER ARE SOLD AND DELIVERED "AS IS" AND "WITH ALL FAULTS."**
13. UNDER NO CIRCUMSTANCES SHALL BARNEY'S PUMPS BE LIABLE TO THE CUSTOMER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE AND HOWEVER OCCASIONED, WHETHER ALLEGED AS A RESULT OF BREACH OF WARRANTY OR CONTRACT BY BARNEY'S PUMPS, AS A RESULT OF THE NEGLIGENCE OF BARNEY'S PUMPS, OR OTHERWISE. BARNEY'S PUMPS AND THE CUSTOMER AGREE THAT THE SOLE AND EXCLUSIVE REMEDY AGAINST BARNEY'S PUMPS REGARDING GOODS AND/OR MATERIALS PROVIDED BY OR DELIVERED BY BARNEY'S PUMPS SHALL BE FOR THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART PURSUANT TO THE EXPRESS WARRANTY PROVISIONS HEREIN.

14. This Agreement constitutes the entire agreement between the Customer and Barney's Pumps. This Agreement takes precedence and shall be controlling over any conflicting provision in all other writings, whether agreed upon by the Customer and/or Barney's Pumps, or otherwise, including any purchase order from Customer. Furthermore, Customer agrees that any indemnification or hold harmless provision in any document provided to Barney's Pumps by the Customer is not accepted by Barney's Pumps unless Barney's Pump's consents in writing to said provision(s). THE CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING ON BARNEY'S PUMPS, AND ANY RELIANCE BY THE CUSTOMER ON ANYTHING OTHER THAN THE WRITING CONTAINED HEREIN IS UNREASONABLE.
15. If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable under present or future laws, such provision shall be fully severable, the same as if such invalid or unenforceable provision had never comprised part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
16. The fact that Barney's Pumps may have initially drafted or structured this Agreement shall not be considered in construing any particular provision herein either in favor of or against Barney's Pumps or the Customer.
17. As to each person signing and/or accepting this Agreement on behalf of a corporation or other entity, each such person represents and warrants that he or she is competent and authorized to enter into this Agreement.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida only, regardless of any principles of conflicts of laws. Exclusive venue and jurisdiction for any claims, causes of action or disputes between the Customer and Barney's Pumps shall be vested in the appropriate state court in Polk County, Florida.
- 19. THE CUSTOMER AND BARNEY'S PUMPS HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY DISPUTE ARISING BETWEEN THEM.**



**SOUTH MARTIN
REGIONAL UTILITY**

MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: Kevin Carey Jr., Interim SMRU Director
RE: Pantropic Power – Project Spending Approval
Date: 11/19/2025

SMRU has received a \$64,019.62 contribution in aid of purchase from PBS Headquarters for procurement of emergency response equipment to use in the event of power interruption to lift stations. Funds were contributed to purchase a sufficiently sized generator compatible with equipment and lift stations in use by SMRU.

SMRU has obtained pricing for the following:

- One (1) 35KW (model #LEHX0029-08), Portable Caterpillar Generator - \$64,019.62

The generator is proposed for direct purchase through the manufacturer, Caterpillar, via the Sourcewell piggyback contract, formerly National Joint Purchase Alliance, 092222-CAT, with delivery provided by Pantropic Power Inc., the regional representative.

REQUESTED ACTION

Staff requests the SMRU Board to authorize spending approval from the “contribution in aid of purchase” funds received for this equipment, in the amount of \$64,019.62 to purchase the described emergency Generator. The emergency Generator will be procured through Sourcewell piggyback contract for Caterpillar generator. A PO will be issued and funded from GL line #403-413-564.100, Wastewater Collection Machinery and Equipment.

Robert Cosgrove - EPG Sales
8205 N.W. 58 St. Miami, FL. 33166
P: 305.592.4944/ F: 305.477.1943

Date: 10-21-25

Reference: South Martin Regional Utility
Town of Jupiter Island

Quote#: 3158 / 0388-01

Contract#: 092222-CAT
Category: Caterpillar Inc. Alternative Energy/Generators
Description: Power Generators
Effective 01/01/2025 - 12/31/2025

Sourcewell Member Generator Quote

Caterpillar Components:

Features

Feature	Qty	Description	Unit Price	L/N	Total Price (USD)
PRIMEPA_I	1	PRIME POWER APPLICATION	0.00	N	0.00
CERTF4F_I	1	EPACARB TIER 4F EMISSION CERT	0.00	L	0.00
CERTUSA_I	1	INSIDE US EPA LOCATIONS	0.00	L	0.00
60H0480_I	1	60HZ 480 VOLT (WYE)	0.00	N	0.00
KW00027_I	1	60 Hz, 27 Kw	0.00	L	0.00
C02RN04_I	1	XQ35CM 480V 60Hz	48,731.00	L	48,731.00
STDALT_I	1	STANDARD ALTERNATOR	0.00	L	0.00
XQCP_I	1	STANDARD CONTROL PANEL- XQCP	0.00	L	0.00
LANENGC_I	1	ENGLISH PANEL LANGUAGE	0.00	N	0.00
LANENGO_I	1	ENGLISH INSTRUCTION LANGUAGE	0.00	N	0.00
MSEPGGN_I	1	GENERAL EPG	0.00	N	0.00
MSCEC77_I	1	PUBLIC OR CIVIL SERVICES	0.00	N	0.00
MWCODEF_I	1	STANDBY POWER	0.00	N	0.00
DFAG54822	1	DFA CONTRACT NUMBER	0.00		0.00
PL444_I	1	PRODUCT LINK 4G LTE TELEMATICS	0.00	L	0.00
TCVYES_I	1	ACCEPT - REVIEW LINK IN DESC	0.00	N	0.00
AM_I	1	AMERICAS BAND	0.00	L	0.00
STDBASE_I	1	STANDARD BASE	0.00	L	0.00
H30TRL_I	1	TRL XQ35 HYDRAULIC BRAKE	3,401.00	L	3,401.00
EYE76_I	1	3" EYE/PINTLE HITCH	91.00	L	91.00
STDENC_I	1	STANDARD ENCLOSURE	0.00	L	0.00
STDRAD_I	1	STANDARD RADIATOR	0.00	L	0.00
STDMUFF_I	1	STANDARD MUFFLER	0.00	L	0.00
NOCEM00_I	1	NO CLEAN EMISSIONS MODULE	0.00	L	0.00
STDAVR_I	1	AUTOMATIC VOLTAGE REGULATOR	0.00	L	0.00
AH1H_I	1	ANTI CONDENSATION HEATER	332.00	L	332.00
STDBAT_I	1	STANDARD BATTERY	0.00	L	0.00

Miami
8205 NW 58 Street
Miami, FL 33166
305.592.4944 tel
305.477.1943 fax

Fort Lauderdale
2501 State Road 84
Ft. Lauderdale, FL 33312
954.797.7972 tel
954.791.7719 fax

West Palm Beach
5460 Okeechobee Boulevard
West Palm Beach, FL 33417
561.640.0818 tel
561.640.7894 fax

Stuart
272 N. Flagler Avenue
Stuart, FL 34994
772.692.3442 tel
772.692.9757 fax

Fort Myers
2471 Rockfill Road
Fort Myers, FL 33916
239.337.4222 tel
239.337.4211 fax



Pantropic Power, Inc.
ONE SOURCE – ONE CALL – ONE SOLUTION™

www.pantropic.com

PBC10UL_I	1	BATTERY CHARGER UL10A 120VAC	608.00	L	608.00
WHH1_I	1	ENGINE BLOCK HEATER	82.00	L	82.00
NOPET00_I	1	NO PUMP ELECTRONIC TANK UNIT	0.00	N	0.00
BUSCON1_I	1	STD CONNECTION GROUP	615.00	L	615.00
3PHNEMA_I	1	3 PHASE NEMA LOCK RECEPTACLE	525.00	L	525.00
TRSGENT_I	1	PGS TEST REPORT	0.00	N	0.00
				USD List Total	54,385.00
				USD Net Total	0.00

Caterpillar USD List Total: 54,385.00
Caterpillar USD Net Total: 0.00

Sub Total = \$ 54,385.00
 Sourcewell Member Discount @ 21%
 Adjusted NET Price = \$ 42,964.15
 Net Items = \$ 0.00

Part A: Engine “Only” Total = \$ 42,964.15

Non - Caterpillar Parts

Part B:

Part C

Pantropic Power, Inc. Dealer Additions:

Freight = \$ 6,319.28
 Start-up and Training = \$ 5,200.00
 (2 days one (1) day start-up
 One (1) day training)
 Engineering = \$ 575.00

Miami
 8205 NW 58 Street
 Miami, FL 33166
 305.592.4944 tel
 305.477.1943 fax

Fort Lauderdale
 2501 State Road 84
 Ft. Lauderdale, FL 33312
 954.797.7972 tel
 954.791.7719 fax

West Palm Beach
 5460 Okeechobee Boulevard
 West Palm Beach, FL 33417
 561.640.0818 tel
 561.640.7894 fax

Stuart
 272 N. Flagler Avenue
 Stuart, FL 34994
 772.692.3442 tel
 772.692.9757 fax

Fort Myers
 2471 Rockfill Road
 Fort Myers, FL 33916
 239.337.4222 tel
 239.337.4211 fax



Pantropic Power, Inc.
ONE SOURCE – ONE CALL – ONE SOLUTION™

www.pantropic.com

O&M Manuals = \$ 500.00
Total = \$ 12,594.28

Part D: Pantropic Power, Inc. Dealer Additions:

Parts A+B+ C+D

Customer Price \$ 55,558.43 Each (Sales tax not included)

Adder for a Four-Position selector switch to reconnect generator leads.

- Quantity 1: Labor to install CAT’s 4-position selector switch (20 hrs of labor)
- Quantity 1: CAT’s 4-position selector switch
- Miscellaneous: Cables and additional hardware to rewire generator cables

Customer Price \$ 8,461.19 Each (Sales tax not included)

Note:

1. At the present time, the lead time for manufacturing a unit of this size is presently running at 30 - 32 weeks from the time of release.
2. Quotation providing items listed only.
3. The generator trailer base fuel tank is shipped empty no diesel fuel is provided within tank.
4. DEF Fluid tank is shipped empty no DEF fluid is provided within tank.

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Miami, FL 33166
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Important: Quote does not include the following (unless otherwise specifically noted above in the General Scope of Supply):

- **Fuel, Fuel Piping, Fuel Venting**
- **Fuel Equipment Installation**
- **Exhaust Equipment Installation**
- **Exhaust Pipe & Insulation**
- **Electrical Equip. Installation**
- **Cables, Wires and Conduits**
- **All Equipment Installation**
- **Engineering & Design**
- **Engineering Drawings**
- **Installation Permitting & Fees**
- **Foundation Concrete Pad**
- **Equipment Unloading**
- **Equipment Storing**
- **Equipment Rental**
- **Equipment Anchoring**

TERMS:

- 25% non-refundable down payment at the time of releasing the unit into manufacturing.
- 65% payment due once the unit leaves the factory.
- The final 10% due upon completion of start-up and commissioning.

Sales tax has not been included in this quotation. CONDITIONS: Terms of this sale are subject to credit approval @ Pantropic Power. Cancellations will not be accepted except on terms that will indemnify Pantropic Power against any loss. Cancellation charges will apply to orders cancelled after Pantropic’s receipt of written release for production from Customer. Prices are valid for 30 days from quote date. The conditions of this quotation become a part of any order resulting hereforth and any purchase order submitted in response to this quotation, modifying, altering, or adding to these conditions shall not be binding unless accepted by us in writing. There are no agreements, understandings, or stipulations relative to this quotation other than those expressed herein. Quotation is subject to Standard Pantropic Power Products, Inc. Standard Terms & Condition on reverse side.

Thank you for allowing us the opportunity to propose the above-described equipment.

PANTROPIC POWER, INC.

Robert Cosgrove
(305) 477-3329 Ext. 3110
(305) 477-1943 Fax

Miami
8205 NW 58 Street
Miami, FL 33166
305.592.4944 tel
305.477.1943 fax

Fort Lauderdale
2501 State Road 84
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**SOUTH MARTIN
REGIONAL UTILITY**

CONTRACT MEMORANDUM

To: Mayor & Town Commission
Through: Robert Garlo, Town Manager
CC: Kimberly Kogos, Town Clerk
From: Kevin Carey Jr., Interim SMRU Director
RE: Wastewater Generator Emergency Repair – Spending Approval
Date: 11/19/2025

The SMRU 405kw emergency standby generator at the wastewater treatment facility was recently serviced and an issue was identified by the maintenance company. They identified that a part of the cooling system for the generator is in the early stages of failure and they recommend that repairs be made in order to prevent a failure during operation. SMRU staff is utilizing the existing generator maintenance contract to facilitate the repair.

SMRU currently does not have a standby 405kw or similar capacity generator available to meet this requirement and a rental had to be obtained. A temporary standby rental generator has been connected to the system while the existing generator is taken out of service for repair. This will allow the wastewater treatment plant to remain in full operational compliance for the duration of this event.

SMRU has obtained contract pricing for the following:

- Repair Services – \$15,500.00
- Generator Rental – \$50,000.00 (Not to Exceed)

The Not to Exceed rental price allows for a long enough rental period to account for unforeseen repairs or delays that may arise during this process. SMRU will only be billed for the time the rental generator is used.

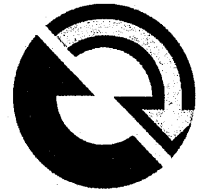
REQUESTED ACTION

Staff requests the SMRU Board to ratify spending approval from the SMRU Budget “repair and maintenance” funds for this equipment, in the amount of \$65,500.00 to obtain the repair services and the generator rental. Due to the emergency nature of this event, a PO has already been issued and funded from SMRU, GL line #401-413-546.108, Wastewater Repair & Maintenance - Generators.



FLORIDA

DETROIT DIESEL-ALLISON



Dear Valued Customer,

Recent changes in trade policy have led to additional tariffs on many of our goods which have impacted the cost of products we supply with content from outside the United States. We are making every effort to minimize the impact, however the rise in costs from tariff increases is driving the need to implement pricing adjustments.

This letter provides an amendment to the previous letter that was effective 04/18/2025. MTU will be implementing a price increase of up to 145% on select products. This change will impact outstanding orders that are not expected to be delivered prior to 6/1/2025 and any order received on or after 6/1/2025. With the latest change, MTU has added over thirty-thousand parts numbers, attached you will find the initial list of parts that will have this tariff applied. As mentioned on the previous letter, this list can be added to or amended by the manufacturer at any given time.

We also expect other manufacturers to follow suit in the near future, as soon as we hear of any other changes, we will notify you.

We value your partnership and appreciate your understanding as we navigate this volatile environment. If you have any questions, please contact your local parts manager.

Sincerely,

FDDA Management



FLORIDA

DETROIT DIESEL - ALLISON

Your Total Power Solution



SERVICE REPAIR ESTIMATE PROPOSAL

Account#: 66574
Site Name: WASTE WATER TREATMENT
Address: 8180 SE DIXIE HWY
City: HOBE SOUND
State: FL Zip: 33455-4516
Contact: MIKE GAVIN SCOTT METCALF
Phone#:
Email: mgavin@tji.martin.fl.us smetcalf@tji.martin.fl.us

Proposal Date: 10/17/25
Company: TOWN OF JUPITER ISLAND
Address: 2 BRIDGE RD
City: HOBE SOUND
State: FL Zip: 33455-2100
Manufacturer: MARATHON/DETROIT
Model#: 572RSL7024BP W/7123-7305
Serial#: YB 3884319/ 12VA085450
Ref. Work Order#:

Stewart and Stevenson FDDA LLC d/b/a FDDA Florida Detroit Diesel-Allison is pleased to present this service repair estimate proposal for the work described below:

Table with 3 columns: DESCRIPTION OF SERVICE WORK, Parts, Labor. Includes items like FAN BELT, ALT BELT, FAN HUB BEARING GREAS SEAL, MISC FUEL HOSES, MISC OIL HOSES CROSSOVER HOSE, THERMOSTAT HOUSING GASKET, ASSOCIATED CALMPS AND HARDWARE. Labor cost: \$11,480.00. Parts cost: \$1,875.98.

NOTE

STANDBY GENERATOR RENTAL COORDINATED BY SITE REP VIA RENTAL OFFICE

FUEL HOSES ARE OBSOLETE FROM MANUFACTUREWR WILL REQUIRE REMOVAL AND

TRANSPORT TO FABRICATION SHOP

LEAD TIME ON OEM PARTS 9-12 DAYS FROM ACCEPTANCE

This estimate is made subject to buyers' acceptance within (10) business days from this date. All prices are subject to change without notice, and those in effect on the date of shipment shall prevail. Customer will be contacted should the estimate exceed 15%. All quotes are based on work being performed on the ground level or within accessible distance from the service vehicle, and during normal weekday business hours unless stated otherwise in quote. Estimate does not include non-reusable castings or unacceptable cores. Notification will be given of any additional repairs needed and will only be performed upon approval by customer.

Deposit Required

Tax Exempt: YES
FL State Sales Tax: 7%
County Delivered: Palm Bch
Surtax: 0.50%
Expires: 30 Days

Summary table with 2 columns: Description, Amount. Labor: \$11,480.00, Parts: \$1,875.98, Misc. 4.5%: \$516.60, Enviro 5.0%: \$574.00, Mileage: \$475.00, Freight: \$150.00, Subtotal: \$15,071.58, Sales Tax: \$1,055.01, County Tax: \$1,055.01, GRAND TOTAL: \$16,126.59

I hereby authorize the above repair work to be done along with necessary materials. Stewart and Stevenson FDDA LLC d/b/a FDDA Florida Detroit Diesel - Allison & its employee may operate the above equipment for the purpose of testing, inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Stewart and Stevenson FDDA LLC d/b/a FDDA Florida Detroit Diesel - Allison is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten (10) business days after completion of services. The cost of labor and parts in determining any estimate shall be borne by the customer.

Accepted by:

Printed Name:
Title:
Signature:
Date:
P.O.#

Florida Detroit Diesel -Allison
Proposed By: Randy Knight
Email: randy.knight@kirbycorp.com
Phone#: 772-460-4368
Fax#:

The agreement is subject to the S&S terms of sale available at the link. www.stewartandstevenson.com/terms-of-sale.

PLEASE FAX OR EMAIL SIGNED PROPOSAL TO COMMENCE WORK

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.

IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.

1. **DEFINITIONS:** The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."

2. **PRICE:** All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, no amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.

3. **PAYMENTS:** All payments shall be in U.S. Dollars, without offset, back charge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."

4. **DELIVERY AND TITLE:** Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.

5. **ACCESS, PERMITS AND UTILITIES:** In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.

6. **ACCEPTANCE:** All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.

7. **FORCE MAJEURE:** Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.

8. **DELAYS.** Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.

9. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.

10. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Products after the date of this Agreement.

11. **LIMITED WARRANTY:** Products may be or incorporate components manufactured by someone other than Seller. To the extent such components are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such components, and such warranties are the only warranties provided for those components. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations.

Seller warrants that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

12. **INDEMNITY (INCLUDING FOR NEGLIGENCE):** TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO,

LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT. This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

13. **DEFAULT:** On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

14. **LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.

15. **EXPORTS:** Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

16. **ASSIGNMENT:** Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

17. **WAIVER:** The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

18. **DISPUTE RESOLUTION:** TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. **INTERPRETATION AND VENUE:** The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Florida (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in a County of Florida; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

20. **SURVIVAL.** The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

21. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether



RENTAL QUOTATION

Town of Jupiter Island
South Water Treatment Plant
Hobe Sound , FL

Re: rental during repairs of in-house unit

Thank you for the opportunity to provide Stewart & Stevenson rental equipment for your upcoming project. We appreciate your confidence in us to provide the best equipment and service available. Our proposal is as follows:

Equipment and Pricing:	Daily	Weekly	Monthly
405kw generator 480v 3 phase		\$ 2341.10	\$ 7062.30
On board fuel tank			
Equipment based on availability without po# in place			
** all units and pricing based on availability **			

Rate:

Above rate is for standby/first shift up to 40 hours a week run time

Cables			
(18) 50ft cables 9m/9f tails		\$ 724.89	\$ 1773.79
100ft			

Maintenance:

The above rental equipment must have a fluid and filter change every 250 hours of operation.

This is the responsibility of the customer.

Stewart & Stevenson can provide generator service for the price of \$ 849.00 for the 400kw plus travel time and mileage

Maintenance only pertains to rentals with at least 250 hours operating hours

Customer is responsible for keeping a record of hours and scheduling services.

Freight:

Round Trip Freight for generator can cables: \$ 2200.00

includes applicable tolls does not include any storm surcharges if mobilized during a storm event

Fuel:

Units from 56kW-1000kW are shipped full of fuel. Units over 1000kW are transported with limited fuel due to DOT weight restrictions, fuel to fully fill fuel tank will be supplied by customer.

If customer requests for S&S to fill the unit, fuel price will be charged to the customer per below listed cost.

This 400kw unit will consume 29 gallons per hour when 100% fully loaded.

Stewart & Stevenson can arrange on site fueling at cost plus 25% at your request.

If fuel is needed only upon return, per gallon charge will be \$8.00.

Technician Rates: (if needed for set-up, start-up, service visits, teardown, or customer related problems)

**** If customer goes with long term rental will have a tech come at the 3 month period to just check out unit and run no load****

\$ 187.50/hour	Regular Time
\$ 281.25 /hour	Overtime
\$ 375.00/hour	Holiday
\$ 7.00/mile	Mileage
\$ 561.00	After-Hours Callout (Mornings)
\$ 1122.00	After-Hours Callout (Evenings)
\$ 17.00 per gallon	DEF Fluid to be filled at every fueling refill



Customer Responsibilities:

Insurance to cover replacement cost of equipment.

Check and maintain oil and water levels on a daily basis.- weekly exercise unit and or have plugged into shore power if standby application only

All final electrical connections

To pay any applicable taxes, unless exemption form is supplied

Any required permits

Contacting S&S and confirming off rental

Keeping a record of hours and scheduling service

A 3% Environmental fee will be applicable on all rentals and servicing

A 15% Damage Waiver fee will be applied to all rental equipment invoicing unless a certificate of insurance is provided prior to delivery. (If applicable)

Payment Terms:

Net 30 days, 28 day billing cycle

Terms and Conditions:

Any rental that results from this quotation would be subject to our normal conditions of agreement.

The above detailed pricing, equipment selection, and equipment configurations are subject to prior commitment and valid for 30 days. I trust the above information meets your requirements and look forward to working with you on this project. If you should have any questions, please do not hesitate to call at any time.

Sincerely,

Vicki Marie Belcher

Regional Account Manager

Stewart & Stevenson Power Rental

Cell: (732) 672-2007

Email: v.belcher@kirbycorp.com





RENTAL AGREEMENT Terms and Conditions

- Condition of Equipment.** The receipt and acceptance by Lessee of the items of machinery, equipment and other personal property being leased as further described herein ("Equipment") shall constitute acknowledgement by Lessee that such Equipment has been accepted and found in good, safe and serviceable condition, and fit for use, unless Lessee makes a claim to the contrary to Lessor by certified mail, return receipt requested, addressed to Lessor's office within three (3) days after receipt of such Equipment. The claim shall set forth in detail the complete nature and condition of the Equipment received. In the event of such claim, Lessor shall have the right to put the Equipment in good, safe and serviceable condition and fit for use within a reasonable time, or to cancel this agreement.
- Maintenance and Repair.** Lessor will provide maintenance and repairs as required by normal use of the Equipment except such routine maintenance as is set out under "Operating Responsibilities" below. Repairs or other service made necessary by damage to the Equipment or Lessee's misuse or extraordinary use or inadequate routine maintenance of the Equipment will be performed by Lessor at Lessee's expense. Lessor may perform maintenance and repairs of the Equipment at any time.
- Fuels, Lubrication, Tires.** Lessee will provide for all fuel and make up oil used during the term of this agreement and will MAINTAIN PROPER OIL LEVEL AT ALL TIMES. Tires shall be the sole responsibility of Lessee, and Lessee agrees to return the Equipment with tires equal to those received less normal wear and tear.
- Damage to Equipment.** Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon any Equipment. Lessee shall not allow the Equipment to be subject to any careless, needless, or rough use. All risk of loss or damage to the Equipment shall be borne by Lessee. Notwithstanding damage to any item of Equipment, rental for such Equipment shall continue to be paid by Lessee. Lessee shall have the responsibility for the repair of any damage to the Equipment and Lessee shall repair, or cause to be repaired, each such damaged item of Equipment promptly after damage. In the event any item of Equipment is destroyed, stolen or damaged to such an extent that Lessee finds it impossible to continue its use, Lessee shall immediately pay the remaining unpaid rental payment as to such Equipment and all of Lessee's right, title and interest in such Equipment, together with any and all insurance rights Lessee may have with respect to such Equipment, shall be assigned to the Lessor, and Lessee shall be responsible for, and shall indemnify Lessor against, any and all loss or damage to the Equipment. If at any time Lessor shall feel its rights to the Equipment are endangered or that the Equipment is being used beyond its capacity or in any manner improperly cared for, Lessor may, without notice, remove the Equipment and cancel this agreement.
- Assignment and Sublease.** Neither this agreement nor Lessee's rights hereunder shall be assignable by Lessee without Lessor's prior written consent. Lessor may, without the necessity of prior consent by Lessee, assign its rights and obligations under this agreement, or may assign only its rights to receive lease payments under this agreement, and Lessee, upon the receipt of written notice of any such assignment, shall abide thereby. In the event Lessor assigns only its right to receive lease payments hereunder, Lessee agrees that it will, upon receipt of notice thereof, make all lease payments to Lessor's assignee in accordance with such notice. Lessee will make no attempt to set-off against such payments any claims arising either under this agreement or apart therefrom that Lessee may have against Lessor, and Lessee's obligations to pay lease payments to Lessor's assignee shall exist and continue notwithstanding any total or partial invalidity of this agreement, any right of revision Lessee may have, or any other reason.
- Liability Insurance.** Lessee will furnish, at its own expense, Bodily Injury Liability and Property Damage Liability Insurance coverage to insure both Lessee and Lessor (for the purpose of this agreement Lessor shall include Stewart & Stevenson) including their agents and assigns in the amount of at least \$300,000 per person and \$500,000 per occurrence for bodily injury or death and \$300,000 for property damage (other than leased price of Equipment). Lessee shall provide a Certificate of Insurance to Lessor evidencing said insurance coverage, waiving any right to subrogation against Lessor and naming Lessor as "Additional Insured" to said insurance policy. The Certificate of Insurance shall also provide for a 30 day notice of cancellation to Lessor. Said insurance shall be on a primary and not on an excess basis. **LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS WILL NOT BE PROVIDED BY LESSOR UNDER ANY CIRCUMSTANCES.**
- Casualty Insurance.** Lessee expressly agrees to insure, at its own expense, the Equipment for the Agreed Value at the time of lease for damage as a result of fire, theft, collision or any other causes and to name Lessor as the Loss Payee under such insurance coverage. Notwithstanding any of the above, Lessee expressly agrees to be responsible for any and all damage to the Equipment for any reason, including, without limitation, any damage as a result of negligence or neglect on its part whether willful or not, and for loss of rental revenue while the Equipment is undergoing repairs for any damage. If the Lessee fails to provide insurance as specified above or provides inadequate insurance, then Lessor may (but shall have no obligation to) provide the appropriate insurance and charge Lessee for said service. Lessee agrees to pay all fees and costs associated with the provision of said insurance as additional lease rental.
- Indemnity to Lessor.** Lessee shall indemnify, protect, and save and keep harmless Lessor, its agents, servants, successors and assigns, from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, maintenance, condition of operation of any item of Equipment, regardless of where, how and by whom operated, and regardless of whether arising from the joint or concurrent negligence of Lessor. At Lessor's request, Lessee shall assume the settlement and defense of any suit(s) or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands and expenses, and shall pay all judgments entered in any such suit(s) or other legal proceedings. Lessee shall notify Lessor in writing within five (5) days of institution of suit or the occurrence of any event which might be basis of an adverse claim regarding the Equipment. **THE INDEMNITIES AND ASSUMPTIONS OF LIABILITIES AND OBLIGATIONS HEREIN PROVIDED SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING TERMINATION OF THIS AGREEMENT, WHETHER BY EXPIRATION OF TIME, BY OPERATION OF LAW OR OTHERWISE.**
- Operator's Qualifications.** The equipment will be operated only by trained, qualified personnel and Lessee will not make any repairs, adjustments or alterations without Lessor's express written consent. Failure to abide by these terms will make Lessee fully responsible for any damage or loss from whatever nature.
- Authority.** It is expressly understood that the parties signing this agreement have done so with full and proper authority for the corporation or entity they purport to represent.
- Continuation of Rental.** Except as otherwise set forth herein, rental of the Equipment shall continue subject to the terms of this agreement until the Equipment is returned to facility of Lessor.
- Approval.** This Agreement shall not be binding upon Lessor until approval of an authorized officer or manager of Lessor, such approval to be evidenced by appropriate execution of this agreement in the space provided therefor.
- WARRANTY, DISCLAIMER, LIMITATIONS.** LESSEE ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN, LESSOR HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT. LESSOR AGREES, THAT IN THE EVENT OF ANY DEFECT IN MATERIAL OR WORKMANSHIP, LESSOR, UPON BEING NOTIFIED OF SUCH FAILURE AND THE RETURN OF THE EQUIPMENT TO LESSOR'S PLACE OF BUSINESS, WILL PROMPTLY REPAIR THE EQUIPMENT TO THE EXTENT THAT SUCH REPAIRS ARE COVERED BY MANUFACTURER'S WARRANTY SO THAT LESSOR OBTAINS COMPENSATION FOR PERFORMING SUCH REPAIRS FROM THE MANUFACTURER. THE LESSOR MAY, AT ITS OPTION, REPLACE THE UNIT WITH COMPARABLE EQUIPMENT OR CANCEL THIS AGREEMENT IN ITS ENTIRETY. IF LESSOR, IN ACCORDANCE HERewith CANCELS THIS AGREEMENT, ANY UNEARNED RENTAL PREVIOUSLY PAID SHALL BE REFUNDED TO LESSEE. LESSEE SHALL BE RESPONSIBLE FOR ANY COST INCURRED IN RETURNING THE EQUIPMENT TO ITS JOB SITE. NEITHER LESSOR, ITS ASSIGNS, THE WHOLESALER, NOR THE MANUFACTURER MAKE ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT TO THE EQUIPMENT AND EXPRESSLY DISCLAIMS ANY WARRANTY AS TO ITS CONDITION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR PERFORMANCE. THE FOREGOING SHALL BE LESSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO A DEFECT IN THE EQUIPMENT AND NEITHER LESSOR, THE WHOLESALER NOR THE MANUFACTURER SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOSS OF PROFITS) WHICH MAY RESULT FROM THE FAILURE OF THE EQUIPMENT. FURTHER, LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DELAY OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN OR INEFFICIENCY OF THE EQUIPMENT.
- Addition of Accessories.** Lessee will not, without prior written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such part or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.
- Compliance with Regulations.** Lessee agrees to comply with and conform to all applicable municipal, county, state and federal laws relating to the operation of the Equipment, including, without limitation, all laws relating to hazardous waste and toxic substances.
- Location of Equipment.** Lessee shall keep the Equipment located at the point of delivery stated herein unless Lessee receives written permission from Lessor to move the Equipment to another specified location. In no event shall the Equipment be located outside of the State of Texas without prior written permission of Lessor.
- Rental Period, Late Return, Excess Usage.** For purposes of this agreement, calculation of the rental period shall commence on the date the Equipment leaves Lessor's storage yard and shall terminate when such item of Equipment is returned to Lessor's yard, subject to Lessee's obligation to pay the minimum guaranteed rental set forth herein. Equipment returned beyond the rental period or subject to excessive hourly usage will be subject to an additional charge in accordance with Lessor's rental return policy.
- Prohibited Use of the Equipment.** Lessee will not operate the Equipment in connection with any use, storage, handling, shipment, disposal or other use of hazardous or toxic substances, waste or other prohibited or dangerous contaminants, without the prior approval of Lessor, and Lessee will promptly notify Lessor if any such Equipment is or becomes subject to contamination from any hazardous or toxic substances.
- Default.** If Lessee shall fail to make any rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against it proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any provision of this agreement, or if any attachment, execution, writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessor may, at its option, declare this agreement in default and all of Lessee's rights in the Equipment hereunder shall cease. Upon such default, Lessee agrees to deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee. In the event of any such action Lessee agrees to pay all minimum guaranteed rentals and all other rentals due, cost of repair for any damages to the Equipment, costs of removal of the Equipment from possession of Lessee, and all freight storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. In the event that legal action is necessary to enforce any of Lessor's rights hereunder, Lessee agrees to be responsible for the costs thereof, including reasonable attorney's fees. Lessor may hold, use, sell, lease or otherwise dispose of the Equipment or keep any item of Equipment idle if Lessor so chooses, without affecting the obligations of Lessee hereunder. With respect to Equipment that is subject of a default by Lessee, Lessor shall be entitled to all sums due and unpaid, plus all sums to become due as rental to the end of the respective rental period of each item of Equipment as if this lease had not been declared in default and all of the damages sustained by Lessor by virtue of such breach. Any repossession or resale of any item of Equipment shall not bar any action for deficiency as provided above, and the bringing of an action or the entry of a judgment against Lessee shall not bar Lessor's right to repossess any and all of the Equipment.
- Past Due Rentals.** All past due rentals and other amounts due hereunder shall bear interest at the rate of eighteen (18%) percent per annum or the maximum no usurious rate allowed by law, whichever is less.
- Place of Payment.** All payments hereunder shall be payable at Lessor's main office, P.O. Box 200441, Houston, Harris County, Texas 77216, and if payments should be made to any other branch office of Lessor, such payments shall not be considered as having been received by Lessor until they are deposited with Lessor at the above referenced P.O. Box.
- Title to Equipment.** Lessor and Lessee expressly agree that all the property subject to this agreement is personal property and is in the nature of equipment as defined in the Uniform Commercial Code of the State of Texas and that the same shall never be attached or affixed to real estate so as to be or become a fixture, Lessor and Lessee further expressly agree that this agreement is a contract of lease only, and that Lessee shall not acquire any title to any equipment subject hereto Lessee shall keep the Equipment free from any liens and claims, and shall not do or permit any act or thing whereby Lessor's title or rights in and to any of the Equipment may be encumbered or impaired. Lessee agrees to execute financing statements acknowledging this agreement and the Equipment subject thereto.
- Taxes.** Lessee shall pay all applicable taxes.
- Minimum Guaranteed Rental.** This agreement is irrevocable by Lessee for the full term hereof. Lessee acknowledges that the guaranteed minimum rental set forth herein is based upon the specialized nature of the Equipment and/or the specific terms of the lease of the Equipment, or such other factors which Lessor and Lessee acknowledge have been considered in the guaranteed minimum rental.
- General.** (a) Time is of the essence of this agreement. (b) Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this agreement shall not waive or diminish Lessor's rights thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. (c) Any alteration or modification of this agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. (d) This agreement contains the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties. (e) This agreement shall be governed by the laws of the State of Texas. (f) All remedies either under this agreement or by law afforded to Lessor shall be cumulative and alternative. (g) Any provisions in this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this agreement.
- Damage Waiver (NOT INSURANCE).** Lessee accepts the Damage Waiver unless expressly rejected in writing. If Lessee accepts and pays for Damage Waiver as per stated terms, then Lessor agrees to waive such risk of loss as described below in an amount not to exceed 50% of the replacement cost of the equipment. In no case is the first 50% of the replacement cost of the equipment the responsibility of the Lessor or will any claim less the \$500 be waived per piece of Equipment. Damage Waiver charge is calculated at 14% of the base rental rate of equipment and accessories being rented, not to include taxes, freight, labor, and/or environmental fees. Notwithstanding Lessee's acceptance of the Damage Waiver, Lessee will be liable for all loss or damage to the equipment and related expenses incurred by Lessor resulting from any of the following circumstances: a) Damage associated with or attributable to deflated or under-inflated tires, deflated or under-inflated tubes or wheels, blowouts, bruises, dents, cuts or other such causes associated with intended use of the Equipment. b) Damage resulting from negligence, recklessness, misuse, or abuse of Equipment, intentional or otherwise, including overloading or exceeding Equipment rated capacities, utilization of incorrect or adequate fuel or other fluids, lack of lubrication, improper towing or carriage, or other normal servicing of Equipment. c) Loss or damage due to mysterious or unexplained disappearance, or caused by conversion of Lessee, its employees, or persons to whom the Equipment is entrusted. d) In cases of theft, vandalism, malicious mischief, disappearance, or conversion, when the police or other relevant authorities, as well as Lessor, are not formally notified within 24 hours of Equipment's disappearance and such a police report immediately provided to Lessor or such case occurs while Equipment is not reasonably secured in a locked, enclosed or fenced-in, mechanically access-controlled area. e) In any cases where the Equipment is utilized in a manner that would constitute a default under the Rental Agreement or not used with the permission or express consent of the Lessor. f) In any event where damage results while the operator or any other party involved in the operation of the Equipment is under the influence of an intoxicant or other illegal or controlled substance.





Quality Service Since 1966

Barton Electric, Inc.

12928 SE SUZANNE DRIVE, HOBE SOUND, FL 33455
TELEPHONE: (772) 546-2292
FAX: (772) 546-2122
License: EC13001299

DATE: October 15, 2025

TO: SMRU
PO Box
Hobe Sound, FL 33455
Water Plant

RE: Temp Generator Hook Up
Waste Water Plant

TERMS: 100% Upon Completion

We agree to furnish labor and materials for site work set forth on plans and specifications, or for work designated by this contract.

BREAKDOWN OF ELECTRICAL WORK

Includes:

Install wiring from temporary generator to load side of main generator wires.
All wiring and terminal blocks to be supplied by others.
Generator and wiring to be on site prior to hook up.
Work to be performed at \$125.00 per man hour, not to exceed 12 hours totaling \$1,500.00

Price does not include any additional time for delays from generator contractor or rental equipment
Quote is based on normal working hours, Monday -Friday 8:00am to 4:30pm

Work can begin starting 10-28-25

Excludes:

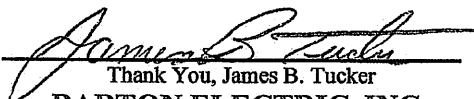
Permit fees not included.
Any and all utility company charges that may arise relating to this project are excluded.
Landscape or sod restoration in disturbed areas.
Repairing any items damaged by digging or trenching.
Patching or repairing of any finished interior or exterior surfaces.

Qualifications:

All work included is based on a 40 hour work week Monday thru Friday 8:00am to 4:30 pm.
Barton Electric has insurance and any costs for certificate of insurance to show additional insured endorsement with completed operations, excess liability umbrella and waiver of subrogation are not included in this proposal. If requested there will be an additional charge.
Our work forces will remove electrical trash to an ON SITE container provided by others.
This bid may be withdrawn if not accepted or reaffirmed within 10 days.
Please note due to unforeseen material pricing increases, this proposal may change at any time.

When this proposal is accepted, front and back, please sign and return one copy, which will be our order to proceed with the work, and when approved by our credit department constitutes the entire contract.

By: _____



Thank You, James B. Tucker

BARTON ELECTRIC, INC.

State of Florida License #EC13001299

I accept the above proposal at the price quoted and agree to pay for said work promptly upon completion of same according to terms herein specific.

Accepted: _____

Date: _____



SOUTH MARTIN REGIONAL UTILITY

MEMORANDUM

To: Mayor & Town Commission

Through: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

From: Kevin Carey Jr., Interim SMRU Director

RE: JLA Geosciences – Groundwater Monitoring and Regulatory Compliance Reporting Work Authorization Spending Approval

Date: 11/19/2025

Executive Summary: The South Martin Regional Utility (SMRU) owns and operates two Water Treatment Plants (WTPs) and two raw water supply well fields (north and south). The WTPs required a continuous supply of raw water that is drawn from the north and south well fields. JLA Geosciences, Inc. has provided professional hydrogeology consulting services to SMRU regarding SMRU’s well fields for many years.

JLA’s 2026 Fiscal Year services proposal includes continued monthly monitoring of the South and North System Surficial Aquifer Wellfields in accordance with South Florida Water Management District (SFWMD) permit no. 43-00066-W. This proposal includes wellfield saline water intrusion and wetland water level monitoring; monthly groundwater quality monitoring and water quality data review and reporting to SMRU, including a separate, monthly internal report to SMRU evaluating water level gradients; and quarterly review and submittal of groundwater monitoring and water quality results to SFWMD through the SFWMD RegPermitting compliance database.

Recommended Action: SMRU staff requests that the SMRU Board approve this Work Authorization to JLA for SMRU North and South System Wellfield Surficial Aquifer Groundwater Monitoring and Compliance Reporting in the amount of \$57,393.63 from SMRU Budget GL Line Items 401-412-534.129, Contracted Scvs-Well Testing.

October 23, 2025

Kevin R. Carey, Jr.
Senior Water Division Manager
South Martin Regional Utility
P.O. Box 395
Hobe Sound, FL 33475

RE: *Proposal for Hydrogeologic Consulting Services FY 2026 - SMRU North and South System Wellfield Surficial Aquifer Groundwater Monitoring and Compliance Reporting*

Dear Kevin:

JLA Geosciences, Inc. (JLA) is pleased to have the opportunity to continue providing hydrogeologic services for the North and South System Wellfield Surficial Aquifer Groundwater Monitoring and Remediation Program for South Martin Regional Utility (SMRU).

JLA's 2026 Fiscal Year proposal includes continued monthly monitoring of the South and North System Surficial Aquifer Wellfields in accordance with South Florida Water Management District (SFWMD) permit no. 43-00066-W. This proposal includes wellfield saline water intrusion and wetland water level monitoring; monthly groundwater quality monitoring and water quality data review and reporting to SMRU, including a separate, monthly internal report to SMRU evaluating water level gradients; and quarterly review and submittal of groundwater monitoring and water quality results to SFWMD through the SFWMD RegPermitting compliance database.

The following tasks identify our proposed scope of work with the associated costs for your consideration.

1.0 Monthly Groundwater Monitoring – Wellfield saline water intrusion and wetland water level monitoring of 27 monitor wells (water levels) and 16 monitor wells (chloride concentration) located throughout the North and South SMRU wellfield systems.

10 Months of Monitoring and Reporting \$ 23,547.30

2.0 Biannual Groundwater Monitoring - Wellfield saline water intrusion and wetland monitoring of 27 monitor wells (water levels) and 23 monitor wells (chloride concentration) located throughout the North and South SMRU wellfield systems.

2 Months of Monitoring and Reporting \$ 5,443.83

- 3.0 Monthly Reporting to SMRU** – Monthly groundwater monitoring and water quality data review and reporting to SMRU, including a separate, monthly internal report to SMRU evaluating water level gradients.

12 Months of Monthly Monitoring and Reporting \$ 20,204.10

- 4.0 Quarterly Reporting to SFWMD and SMRU** – In accordance with permit requirements, on a quarterly basis JLA will review and submit groundwater monitoring and water quality results to SMRU and SFWMD through the SFWMD RegPermitting database.

4 Quarterly Monitoring and Reporting Events \$ 3,080.70

- 5.0 Groundwater Monitoring Contingency, Maintenance, Special Reporting, and Resource Planning -** Over the course of the year, various situations may arise requiring assistance relating to the groundwater monitoring program. Situations may include special meetings or coordination with Utility staff, management and regulatory agencies; special reporting and limited assistance and monitoring in drought conditions; Wet season to dry season transition and water resource planning; assistance with monitoring system maintenance, including recommending repairs to monitor wells, direction of work, and subcontracting minor repairs.

Contingency, Maintenance, Special Reporting, and Resource Planning (Annual) \$ 5,117.70

TOTAL COST ESTIMATE FY 2026 **\$ 57,393.63**

If this proposal is acceptable, work will be conducted under our current contract agreement with SMRU/Town of Jupiter Island (piggyback Town of Jupiter 2025 Hydrogeology Consultant Services Contract) using rates established under the Contract. JLA Geosciences will not exceed the total budgeted amount specified without prior approval.

Thank you for the opportunity to continue to provide our services to South Martin Regional Utility. If you have any questions, please don't hesitate to call me or Shelley Day at (561) 746-0228.

Sincerely,
JLA Geosciences, Inc.



James L. Andersen, P.G.
President

Attachment: *SMRU Monitoring Hydro Service Est 2026*

