

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** (“City”), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Electrical and Mechanical Maintenance, Inc.** (“Contractor”), 6115 31st Street East, Bradenton, FL 34203, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated September 10, 2025 (“RFP #2025-40 “Utilities Motor and Pump Repair Services”) attached hereto as Exhibit “A” and the Proposal Pricing attached hereto as Exhibit “B” are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

A. Authorization for Services.

1. Prior to authorization for professional services by Contractor:
 - (a) City and Contractor shall develop a well-defined project description and complete understanding of the scope of services to be provided.
 - (b) Contractor shall provide City with a detailed proposal that provides the total estimated cost for each phase of services based on the prices set forth on Exhibit “B”. If the proposal is accepted by City, the City shall issue and execute a written Work Authorization to be signed by Contractor.
 - (c) Based on the nature and cost of the services, City may obtain an independent estimate to evaluate the reasonableness of Contractor’s estimate.
2. Each Work Authorization shall contain:
 - (a) The project description.
 - (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
 - (c) The dates for commencement and completion of work.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the number of available projects or that Contractor will perform any project for City during the life of this Agreement. City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of three (3) years. This Agreement will be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew.

3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach Joyce Shanahan, City Manager (copy to City Attorney) 22 South Beach Street Ormond Beach, FL 32174	Electrical and Mechanical Maintenance, Inc. Paul Rademaker, Vice President 6115 31 st Street East Bradenton, FL 34203
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10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity,

regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole

discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors

- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

- \$1 Million Each Occurrence
- \$2 Million General Aggregate
- \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a)** With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b)** New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c)** If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d)** For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e)** If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT,

COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 4 day of November, 2025.

Witnesses:

CITY OF ORMOND BEACH

[Signature]

Print Name: Taylor Cochert

By: [Signature]

JASON LESLIE
Mayor

[Signature]

Print Name: Elizabeth Walden

By: [Signature]

JOYCE SHANAHAN
City Manager

DATED this 7 day of October, 2025.

Witnesses:

**ELECTRICAL AND MECHANICAL
MAINTENANCE, INC.**

[Signature]

Print Name: Maryrose Martin

By: [Signature]

Print Name: Paul Rademaker

Title: VP- Business Development

[Signature]

Print Name: Chers Abbs

Attest: [Signature]

Print Name: Robin F FARMER DR.

Title: Service Manager



UTILITIES MOTOR AND PUMP REPAIR SERVICES

Electrical and Mechanical Maintenance Inc.

Paul Rademaker

6115 31st Street East

Bradenton, FL. 34203

941-915-5313

September 10, 2025

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C. Standard General Requirements

Electrical & Mechanical Maintenance Inc. (EMMI)

6115 31st Street East
Bradenton, FL. 34203

Paul Rademaker – Vice President Business Development
941-915-5313

FEIN – 93-4787107

Our organization has been in business in Sarasota/Bradenton since 1983 under the banner Mader Electric. In February 2024, Mader Electric was sold to Electrical & Mechanical Maintenance Inc. (EMMI). Throughout our 38-year tenure, our company has firmly been established within the water/wastewater marketplace. EMMI is an ESOP company with a majority shareholder and over 30 employee shareholders.

Gary Deremer is our majority shareholder and CEO

John Miller is our VP - GM

Paul Rademaker is our VP – Business Development

Rob Farmer is our Service Manager

Leon LE is our inside salesman

These gentlemen represent the core of the largest shareholders of EMMI. The other shareholders have minimum shares within EMMI.

EMMI/Mader has never failed to complete work awarded to us nor defaulted on any contracts.

EMMI/Mader has never had any claims, arbitrations, administrative hearings or lawsuits brought by or against EMMI or Mader Electric during the last five (5) years; nor have we had any criminal proceedings or hearings concerning business related offenses in which the EMMI, its principals or officers or Mader Electric were defendants; EMMI, its principals, officers or Mader Electric have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

D. Transmittal Letter

Electrical & Mechanical Maintenance Inc. (EMMI) is fully aware of our understanding of the work to be done. EMMI has been actively working within the municipal marketplace for 42 years. We have been the recipient of many motor/pump repair contracts over the years. Our company has devoted itself to providing excellent service both in our shop and in the field. Our first motor/pump contract we won was for Sarasota County Utilities back in 1991. From there it was a steady climb of winning contracts from Sarasota to City of Daytona Beach where we currently enjoy a piggyback contract with the city. EMMI understands that water and wastewater plants including lift stations and wells, are critical to the infrastructure of a city in keeping water/sewage flowing to residents and businesses. We therefore understand the importance of delivering fast turnarounds on repairs and field service work. Meeting deadlines ahead of schedule has always been a differentiator for EMMI. We are not considered to be among the “large” motor shops in Florida, who cater to the phosphate/power/industrial marketplace. For them, municipal business is simply a filler from what they make their money off. For EMMI and similar companies of our size and stature, we aggressively go after the municipal marketplace because we can best provide them with resources dedicated to their needs 24/7. We don’t have to “squeeze” in their repairs in between servicing one of our large industrial customers. 95% of our business comes from the water/wastewater industry and we are proud of that distinguishing mark. As you will read further, EMMI has what I believe is the most talented work force in Florida, even among the “large” motor shops. I’ve been in this business for 42 years and I’ve never had a motor/pump shop with such experience and dedication in serving our customers. Our service manager has managed the largest motor shop in Florida and has 23 years of experience both in the shop and in the field. There is nothing he can’t fix or find a cure for any field-related problems. That level of professionalism and wisdom has been passed through our entire company. That is what separates us from the rest of the field.

EMMI submits this bid as a firm and irrevocable offer for the engagement period.

Paul Rademaker – VP Business Development

Paul Rademaker

E. Technical Qualifications of Firm

EMMI is headquartered in Bradenton along with a facility that handles our lift station services in New Port Richey. We have just purchased \$275,000.00 worth of motor shop equipment that will be installed in our new 20,000sf building in Jacksonville early next year. Our long-range plan is to open another motor shop somewhere in south Florida around the Miami area.

Currently, we have a 20,000sf facility in Bradenton that handles all our repairs and from where our field services emanate from. Our motor shop is fully air conditioned and can handle motor repairs up to 1500HP at 4160-volts. We have two 5-ton travelling bridge cranes to support the shop in moving heavy equipment around. We have 5 bench mechanics who disassemble and reassemble rotating equipment. We have two winders who provide all our winding needs for all HP and Voltages. We have a machinist who runs our machine shop and provides us with the necessary machining in-house to maintain quality and fast turnaround time. We have 3 teams of field service technicians all equipped with a service vehicle with auto cranes that handle all field-related work. Push/Pulls of rotating equipment, laser alignment of motors/pumps/blowers, controls including VFD/Soft Start troubleshooting and replacements, preventative and predictive maintenance. All field service technicians can work nights and weekends to satisfy the needs of our customers, especially those under contract.

EMMI does not rely on any subcontractors to handle the workload. We have a 17-ton crane that we own. However, sometimes we need to rent a larger crane to handle push/pulls in the field. Other than that, we are independently sufficient with in-house resources. Furthermore, EMMI handles Wells, both pulling well pumps and installing new as well as installing new drop pipes. We do not do drilling, for that we would need to subcontract that out. EMMI does repair turbine pumps in our shop. If we encounter a turbine pump too large for our lathe, we subcontract that out to our vendor. However, we haven't run into a pump coming out of a municipal facility that we couldn't handle in-house.

EMMI is very proficient at rebuilding all brands of Lift Station Pumps. We are equipped to rebuild Flygt and Sulzer Pumps with ease and very competitively. We are the Sulzer Pump rep for the industrial marketplace in Florida along with a slew of other manufacturers of motors and controls.

EMMI is an EASA Motor shop which allows us full access to their database of winding information and training videos/documentation. We subscribe to their published warranties on rewinds and reconditioning of motors/pumps/blowers/gearboxes.

Finally, EMMI is the exclusive rep for Artesis Predictive Maintenance Controllers. With our patented eMCM controller, we can accurately predict the failure of your rotating equipment (motor/pump/gearbox/blower/generator) six months ahead of a failure and with a 90% accuracy rating. We do this without the use of any sensors on the equipment, just by recording the volts and amps of the motor. We can see the electrical/mechanical/and process related faults of the rotating equipment. Vibration, winding insulation degradation, bearing issues, cavitation, etc. We can also show you where on the pump curve your pump is pumping without the need of pressure and flow meters. Allow us to show this cutting-edge technology to you.

F. Technical Qualifications of the Project Team

EMMI has a very talented team supporting our efforts. The company is run by our general manager John Miller. John has been in the motor repair world for 30+ years. John successfully ran Mader Motors in Ft. Myers and Tampa for 12+ years. His background is a motor winder and is one of the best and fastest winders in Florida. He leads a talented crew of shop/field/office workers, dedicated to providing our customers with the finest repair services in the business.

Paul Rademaker is our VP of Business Development. Paul has been in the motor/pump repair business for 42 years. There is nothing he hasn't seen or done throughout his journey. Paul was hired by Mader Electric back in 1989 and was a pivotal player in developing the upswing in business during his first 22 years of service there. Paul went on to open another successful motor/pump repair business for 10 years before coming back to Mader Electric/EMMI two years ago. Paul has successfully managed motor/pump contracts since winning his first contract for Mader with Sarasota County Utilities in 1991. Contracts are his primary priority and will be the City of Ormond Beach's liaison once the contract is ratified (positive thinking!).

Rob Farmer is our service manager and one of the most talented motor/pump technicians in North America. Rob has an excellent resume including years of service running Tampa Armature Works (TAW) for many years. Rob is extraordinary in troubleshooting and repairing rotating equipment in the field or in our shop. He is a certified crane operator, Level II vibration analyzer, certified welder, controls tech for VFD's/PLC's, and provides free training for our customers on lift station control panels, maintenance and repairs or rotating equipment. A tremendous resource to have at your disposal.

Leon Le is our inside salesman. Been in this business for over 25 years. There is no one more resourceful for finding parts and equipment than Leon. He has contacts in every aspect of motors/pumps/controls. He is very knowledgeable in drives and motors specifically. Leon is also very invested in our company as the second largest shareholder. He truly believes in our company and its future success.

Chuggy Lowery is our shop coordinator. She has been in this role for 8 years. Prior to that she ran one of Motion Industries facilities that was embedded inside Tropicana. Chuggy understands motor services and how to serve our customers with great communication skills. Chuggy will be the one coordinating your motor/pump repairs and communicating with you.

Eddie Whitehead is our shop foreman. He was recently promoted from our winding department to shop foreman. Eddie has many years' experience inside a motor shop and the transition to shop foreman has been smooth and beneficial. Eddie will work with Chuggy in coordinating repairs and communicating with the city.

The rest of the company is made up of dedicated employees who handle the many different aspects of running a motor/pump shop.

We have 5 bench mechanics, 2 winders, 1 machinist, 1 driver, 6 field service technicians, 1 service coordinator, 1 field service supervisor, and 1 accountant.

We would invite the city to take a shop tour of our facility should we be considered for this contract. Seeing and talking with our team would certainly provide a better picture and give greater comfort in who EMMI is.

G. References

Please see attached sheet embedded within the bid documents.

H. Responsiveness

EMMI has the ability to turn equipment around in a timely manner commensurate with the requirements of our clientele. We typically can receive a piece of rotating equipment and have it torn down and quoted to our customers within 3 days. We can rewind a motor and return it to our customer within 2 weeks of receiving the motor. We can recondition a motor and return it to our customer within one week of receiving the motor. If the motor is a rush, we can rewind and turn the motor around in 48 -72 hours depending on size and availability of parts. On a recondition, we can sometimes have the motor flipped in 24 hours or less.

On pumps/blowers/gearboxes, the lead times depend on the severity of the parts needed to complete the rebuilds. Most lift station pumps can be turned around in 1 -2 weeks under normal conditions. Rush jobs are obviously quicker. It's all a matter of communication and needs. We ask our customers not to cry wolf unless it is a true emergency. When it is, we go all out to accommodate. Since our shop handles just about all the work in house, we have complete autonomy to govern what jobs need to be bumped up in the rotation to satisfy our customers.

I. Pricing

Regarding how we price our work, we utilize the Vaughens National Price Guidebook. Most if not all motor shops subscribe to this service. It is an excellent tool for providing motor shops with accurate pricing on motor and pump rebuilding. This guide provides the shop with how many hours it should take to perform certain tasks on motor and pump rebuilding. It provides the average costs of labor and materials for the section of the country you are located in. It is where all motor shops estimate their cost vs. sell price.

Allow me at this time to digress a little bit.

I have been bidding on motor repair bids for 35 years. I thoroughly understand how the process works and why municipalities bid this work out. For years the pricing has dropped significantly to where motor shops are cheating their customers by lying to them about their rates just to win a bid. They will publish ridiculously low labor rates just to win a bid and then manipulate the hours they submit to compensate for their low rates. When I came back to Mader/EMMI several years ago, we made a promise to the industry to stop playing the games and start bidding rates that are in line with Vaughens. I'll bet anyone dollars to donuts that if I bid a 100HP motor rewind using my numbers (Vaughens) against a contractor who lowballs a bid to win it at low rates, our final price to the customer will be within a few percentage points of each other. We will invoice the right amount of hours along with the correct hourly rate (per Vaughens and enough to make a profit) and our competitor will invoice that same sell price but have hours that are double or triple our hours. It's a sham, and one that EMMI will never participate in. I encourage the city and every other municipality that bids on this work to carefully vet their vendors rates and question why some are so low. I've seen motor bids where the labor rates are lower than the minimum wage. That is called fraud, and no city should condone those actions by granting them an award.

Price sheet embedded in Bid Document.

J. Location

EMMI is located at 6115 31st Street East, Bradenton, FL 34203. All work for the city will be handled out of this location. All employees are working from this location except our field techs. Most field techs dispatch from their houses every morning and travel directly to the job site. These techs live in the Tampa area close to I-4.

As previously mentioned, EMMI is planning on opening a shop in the Jacksonville area sometime in 2026. Long range goal is to have one opened in Miami as well.

Our Lift Station crews work out of New Port Richey and are dispatched from there to handle all lift station related work.

Our drivers cover the state with pick ups and deliveries on an as needed basis.



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NUMBER: 2025-40
RFP OPENING DATE & TIME: September 10, 2025 at 2:00 pm
RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall
PRE-PROPOSAL MEETING DATE & TIME: None
PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Electrical and Mechanical Maintenance Inc.

PROPOSER'S MAILING ADDRESS: 6115 31st Street East

CITY-STATE-ZIP: Bradenton, FL. 34203

F.E.I.N.: 93-4787107

PHONE NUMBER: 941-351-5858

EMAIL: prademaker@electrical-mechanical.com

If returning as a "No Submittal", please state reason (s)

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X 
AUTHORIZED SIGNATURE (MANUAL)

Paul Rademaker

NAME (TYPED)

Vice President

TITLE

8-25-25

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator rob.hart@ormondbeach.org. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

PROCUREMENT COMMUNICATION PROTOCOL: To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or person acting on behalf of any of the above are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials unless such communication is specifically authorized in the City's solicitation or addenda. Violation of this provision may be grounds for rejecting a response.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prt>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2024 included 23,788 active water accounts, of which 16,972 were located within the City limits. Records indicate there were 18,027 active sewer accounts, of which 17,451 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 38 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 95 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day and utilizes three (3) reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **UTILITIES MOTOR AND PUMP REPAIR SERVICES** on an "as needed" basis.

II. SCOPE OF SERVICES

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for:

1. Pickup of equipment requested for evaluation and/or repair from affected City of Ormond Beach facility within 72 hours of request.
2. After assessment of equipment, development of a quote for the work necessary to repair to include pricing in accordance with the agreement and timeline to complete the work
3. Execution of work on the equipment, once a Purchase Order referencing the quote has been issued
4. Timely completion of the work
5. Return of repaired equipment within 48 hours of completion of work
6. General responsiveness to requests for evaluation/repair, phone calls and emails

Service under this award will include a full range of pump and electric motor repair services. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. Firms selected shall be capable of providing services including, but not limited to, the following:

PUMP REPAIR SERVICES:

Shaft Repair

Shaft Replacement and Bearing Replacement Seal Repair

Seal Replacement

Wear Ring Replacement Impeller Repair Impeller Replacement

Apply Protective Coatings Volute Repair

Volute Replacement Casing Repair Casing Replacement Dynamic Balancing Clean Pump

Assembly of Pump

Performance Testing Pump Curves

Provide Detailed Shop Reports, and Recommendations

ELECTRIC MOTOR REPAIR SERVICES:

Repair Shaft

Replace Bearings

Rewind Motor

Dip and Bake Motor

Balance Motor

Motor Diagnostic

MOTOR TESTING SERVICES:

Megging

HiPot Testing

Surge Testing

Voltage Drop Testing

Core Loss Testing

Provide Detailed Shop Reports and Recommendations

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two additional one (1) year periods thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

IV. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

- A. Title Page: Title page marked, "**UTILITIES MOTOR AND PUMP REPAIR SERVICES**", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
- B. Table of Contents: Include a clear identification of the material included in the proposal by page number.
- C. Standard General Requirements: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

- D. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.
- E. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with troubleshooting and repair of pumps and electric motors such as lift station pump/motors, well pump/motors, transfer pump/motors, and high service pump/motors (5 HP to 300 HP and up to 5000 GPM) of similar size and materials. (Limit response to two pages maximum) Identify any subcontractor(s) that will be involved if work not performed in house, including address and a description of qualifications. (Limit response to one page maximum per subcontractor)
- F. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. List all certifications appropriate to the work. (Limit response to one page per person)
- G. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
- Entity/Client
 - Location
 - Year Completed
 - Client contact name, Phone and Email
 - Types of equipment serviced
- H. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.
- I. Pricing: Provide not to exceed pricing using the Proposal Pricing Form.
- J. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond City Hall (15 points), Within 50 miles of Ormond Beach City Hall (10 points), Within 100 miles of Ormond Beach City Hall (5 points), Beyond 100 miles of Ormond Beach City Hall (0 points)

V. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., September 10, 2025.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until September 3rd at 4:00 PM. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or

package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VI. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of three individuals from the City's public works department. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications	20
Technical Qualifications of Project Team	20
References	20
Responsiveness	10
Pricing	10
Location	15
Completeness of Proposal	5
TOTAL	100

VII. PRICING AND REFERENCE SHEETS

The following forms are provided to assist firms with preparing proposals:

UTILITIES MOTOR AND PUMP REPAIR SERVICES**RFP NO. 2025 – 40****LIST OF REFERENCES**

1. Entity/Client US Water Services Corp.	
Location Throughout Florida and 22 other states	Year Completed: ongoing
Client Contact Name Eddie Schemenauer	
Email Edward Schemenauer <eschemenauer@uswatercorp.net>	Phone: 727-389-9399
Types of equipment serviced	
We rebuild all their motors/pumps/blowers/gearboxes. We sell them new rotating equipment as well as new VFD's.	

2. Entity/Client Manatee County Utilities	
Location All three WRF plants, WTP, and some LS Pumps	Year Completed: ongoing
Client Contact Name Rick Svec	
Email rick.svec@mymanatee.org	Phone: 941-812-6388
Types of equipment serviced	
We rebuild all their motors/pumps/blowers/gearboxes. We sell them new rotating equipment as well as the Artesis PdM controllers	

3. Entity/Client City of Bradenton	
Location All WRF and WTP and LS pumps	Year Completed: ongoing
Client Contact Name Don DeMonia	
Email donald.demonia@bradentonfl.gov	Phone: 941-290-9392
Types of equipment serviced	
We rebuild all their motors/pumps/blowers/gearboxes. We sell them new rotating equipment as well as new controls.	

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2025 – 40
LIST OF REFERENCES

4. Entity/Client City of Arcadia	
Location WRF and all lift stations	Year Completed: ongoing
Client Contact Name Dominick Wolcheck	
Email Dominick Wolcheck <dwolcheck@arcadia-fl.gov>	Phone: 863-231-8113
Types of equipment serviced	
We rebuild all their motors/pumps/blowers/gearboxes. We sell them new rotating equipment as controls and panels.	

5. Entity/Client City of Daytona Beach	
Location WRF	Year Completed: ongoing
Client Contact Name Mike Riley	
Email rileymichael@codb.us	Phone: 386-473-3010
Types of equipment serviced	
We have rebuilt some motors and pumps as well as sell them a large pump station for over \$400,000.00.	

6. Entity/Client City of Riviera Beach	
Location WRF/WTP/Wells	Year Completed: ongoing
Client Contact Name Mike Miller	
Email mmiller@uswatercorp.net	Phone: 727-808-6249
Types of equipment serviced	
We are currently rebuilding every motor and pump in their WTP and Well Fields. We are selling them all their rotating equipment as well as all their VFD's.	

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2025 – 40
PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	\$ 100.00
2. Crane Truck Service (including operator) for removing and install pump or motor	HR	\$ 150.00
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ 90.00
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	\$ 125.00
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ 90.00
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	\$ 125.00
7. Tear Down and Inspection	HR	\$ 200.00
Parts Allowance: Cost plus markup %		<u>20 .00</u> %

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

REGISTRATION REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City.

Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official at 386-676-3233 or btonline@ormondbeach.org You can apply online here: <https://ormondbeachfl-energovweb.tylerhost.net/apps/selfservice#/home>

State Certified/Registered Contractors

All registered State contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 contractorlicensing@volusia.org
<https://connectivepermits.org/citizenportal/app/landing>

State certified contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official, to include copy of State license, certificate of insurance and copy of local business tax receipt. This information is provided with the permit application.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3233 or btonline@ormondbeach.org

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless

paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)

- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

- \$1 Million Each Occurrence
- \$2 Million General Aggregate
- \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

- 1.** Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
- 2.** For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
- 3.** All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
- 4.** The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
UTILITIES MOTOR AND PUMP REPAIR SERVICES
(RFP No. 2025-40)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Electrical and Mechanical Maintenance Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Paul Rademaker

NAME

Vice President

TITLE

8-25-25

DATE

**City of Ormond Beach
Request for Proposals (RFP)
UTILITIES MOTOR AND PUMP REPAIR SERVICES
(RFP No. 2025-40)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Electrical and Mechanical Maintenance Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: Will obtain one if successful bidder

ADDRESS: 6115 31st Street East, Bradenton, FL. 34203

PHONE NO.: 941-351-5858

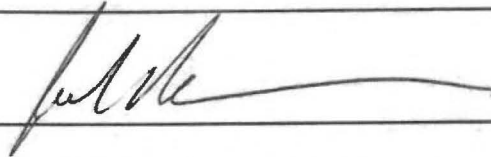
FAX NO.: _____

SUBMITTER'S NAME: Paul Rademaker

(Typed or Printed in Ink)

TITLE: Vice President

AUTHORIZED SIGNATURE: I, _____
hereby



(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

The undersigned firm has had no litigation on any project in the last five (5) years.

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Electrical and Mechanical Maintenance Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Paul Rademaker

SIGNER'S NAME (PRINT OR TYPE)

Vice President

TITLE

8-25-25

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
UTILITIES MOTOR AND PUMP REPAIR SERVICES
(RFP No. 2025-40)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions 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.

Electrical and Mechanical Maintenance Inc.

Company Name

Authorized Signature

Paul Rademaker

Print Name

Vice President

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Vice President - GM of Electrical and Mechanical Maintenance Inc.
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: August 25, 2025 Signed: [Signature]

Entity: Electrical and Mechanical Maintenance Inc. Name: John Miller

Title: VP-GM

STATE OF: Florida COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of August, 2025, by John Miller and who: is personally known to me; or has produced _____ as identification.

Paul Rademaker

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:

(seal)

My commission expires: 05/20/2029



PAUL RADEMAKER
Notary Public
State of Florida
Comm# HH641248
Expires 5/20/2029

This document must be completed and returned with your Submittal

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2025 – 40
PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	\$ 100.00
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3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ 90.00
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	\$ 125.00
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7. Tear Down and Inspection	HR	\$ 200.00
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