

## COOPERATIVE PURCHASING AGREEMENT FOR REMOVAL, REPLACEMENT, AND INSPECTION OF SEWER AIR RELEASE VALVES

THIS COOPERATIVE PURCHASING AGREEMENT FOR REMOVAL, REPLACEMENT, AND INSPECTION OF SEWER AIR RELEASE VALVES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **R & M SERVICE SOLUTIONS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 27-1422665) ("Company").

**WHEREAS**, after a competitive procurement process, the City of Jacksonville entered into a contract with R & M Service Solutions, LLC, for the provision of removal, replacement, and inspection of sewer air release valves (the "City of Jacksonville"); and

**WHEREAS**, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

**WHEREAS**, City desires to purchase labor, services, and materials for the provision of removal, replacement, and inspection of sewer air release valves pursuant to essentially the same terms and conditions provided under the City of Jacksonville Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

**WHEREAS**, Company agrees to extend the terms, conditions, and pricing of the City of Jacksonville Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Company agree as follows:

1. **RECITALS.** City and Company hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
  - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for removal, replacement, and inspection of sewer air release valves as it may from time to time be amended or modified pursuant to its terms and provisions.
  - B. **City of Jacksonville Agreement:** shall mean the Agreement for removal, replacement, and inspection of sewer air release valves between City of Jacksonville and R & M Service Solutions, LLC, and its exhibits, as amended and attached hereto as **Exhibit A – City of Jacksonville Agreement**.
3. **INCORPORATION OF CITY OF JACKSONVILLE AGREEMENT.** The City of Jacksonville Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the City of Jacksonville Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.

4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Company shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

**Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- A. Exhibit A: City of Jacksonville Agreement (A-1 through A-19)
5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the City of Jacksonville Agreement are modified and replaced, in their entirety, as follows:
- A. The terms "City of Jacksonville," or "JEA" shall be replaced and intended to refer to the "City of Ocala."
  - B. **COMPENSATION.** City shall pay Company a price not to exceed the maximum limiting amount of **SEVEN HUNDRED FIFTY THOUSAND, NO/100 DOLLARS (\$750,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – City of Jacksonville Agreement**.
  - C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **MAY 8, 2024** and continue through and including **JULY 31, 2027**. This Agreement may be renewed up to **TWO (2)** optional **ONE (1)** year terms only if the City of Jacksonville chooses to renew under the same terms and conditions.
- A. **Invoice Submission.** All invoices submitted by Company shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Company shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources** Address: **1805 NE 30<sup>th</sup> Avenue, Bldg. 600, Ocala, Florida 34470** Attn: **Matt Frieauf** E-Mail: [mfrieauf@ocalafl.gov](mailto:mfrieauf@ocalafl.gov); or **Stacey Ferrante** Email: [sferrante@ocalafl.gov](mailto:sferrante@ocalafl.gov) Office: **352-351-6772**.
  - B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
  - C. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Company; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Company within **THIRTY (30)** calendar days of the Company's remedy or resolution of the inadequacy or defect.
  - D. **Excess Funds.** If due to mistake or any other reason Company receives payment under this Agreement in excess of what is provided for by the Agreement, Company shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Company's receipt of the overpayment or must

also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

- E. **Amounts Due to the City.** Company must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Company may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
  - F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Company shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Company be authorized to use City's Tax Exemption Number for securing materials listed herein.
21. **PUBLIC RECORDS.** Company shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Company shall:
- A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency 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 Company does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Company or keep and maintain public records required by the public agency to perform the service. If Company transfers all public records to the public agency upon completion of the contract, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the contract, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.gov](mailto:clerk@ocalafl.gov); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

- 22. **AUDIT.** Company shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of

the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

23. **PUBLICITY.** Company shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
24. **E-VERIFY.** Pursuant to section 448.095, Company shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Company shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Company certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Company understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Company may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Company shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.
25. **CONFLICT OF INTEREST.** Company is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Company shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Company's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
26. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
27. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
28. **INDEMNITY.** Company shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Company, its agents, and employees.
29. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all

performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

30. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Company:

R & M Service Solutions, LLC  
Attention: Mike George  
7256 Westport Place, Suite A  
West Palm Beach, Florida, 33413  
Phone: 813-788-4357  
E-mail: [mgeorge@rmservicesolutions.com](mailto:mgeorge@rmservicesolutions.com)

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

31. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal 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 shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

32. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY

HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

33. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
34. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
35. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
36. **MUTUALITY OF NEGOTIATION.** Company and City acknowledge that this Agreement is a result of negotiations between Company and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
37. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
38. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
39. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
40. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
41. **ELECTRONIC SIGNATURE(S).** Company, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

42. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
43. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on \_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Barry Mansfield  
City Council President

**Approved as to form and legality:**

**R & M SERVICE SOLUTIONS, LLC**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
(Title of Authorized Signatory)

**CONTRACT  
BETWEEN  
JEA  
AND  
R&M SERVICE SOLUTIONS, LLC  
JEA CONTRACT # JEA11114**

**THIS CONTRACT** is made and entered into as of the 1<sup>st</sup> day of August, 2022 (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”) and, **R&M SERVICE SOLUTIONS, LLC**, a Florida Foreign Limited Liability Company authorized to conduct business in the state of Florida with its principal address at 7256 WESTPORT PLACE STE A, WEST PALM BEACH, Florida, 33413, United States (“**Company**”).

**WHEREAS**, JEA issued a Solicitation 1410643846 for “**Removal-Replacement and Inspection of JEA Owned Sewer Air Release Valves**”, (the “**Solicitation**”); and

**WHEREAS**, based on Company’s response to the Solicitation (the “**Response**”), on **July 14, 2022**, JEA’s Awards Committee awarded a contract to Company to provide certain services to JEA as described in the Solicitation (the “**Work**”);

**NOW THEREFORE**, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

- 1. Engagement and Performance of Work.** JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.
- 2. Compensation.** JEA shall pay the Company for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.
- 3. Maximum Indebtedness.** JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed **Two Million Four Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$2,487,500.00)**. All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.
- 4. Term.** The term of this Contract shall commence on the Effective Date and shall continue through **July 31, 2027**, unless sooner terminated in accordance with the terms of the Solicitation. JEA shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional terms of one (1) year(s) each.
- 5. Payment and Performance Bonds.** In accordance with the Contract, the Company shall provide the Payment and Performance Bonds to JEA. The forms are attached hereto as **Exhibit B**.

**Contract Documents.** This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA
- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
- JEA Purchase Order
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA

6. **Notices:** All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to JEA:

JEA  
21 W. Church Street  
Jacksonville, Florida 32202  
Attn: Bryan Spell

and to:

JEA  
21 W. Church Street, CC-6  
Jacksonville, Florida 32202  
Attn: Heather Beard, Procurement Contract Administration  
[bearhb@jea.com](mailto:bearhb@jea.com)

As to the Company:

R&M SERVICE SOLUTIONS LLC  
7256 WESTPORT PLACE STE A, WEST PALM BEACH, Florida, 33413, United States  
Attn: Mike George  
Email: [mgeorge@rmservice solutions.com](mailto:mgeorge@rmservice solutions.com)

7. **Authority.** Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent

or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

**8.    Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., “shrink wrap” terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

**9.    Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

**10.    Counterparts.** This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

**JEA:**

JEA

Signature:



Signed on Jul 25,2022 | 15:46:55 (GMT -5:00)

---

**Email:** gleejs@jea.com  
**Name:** Jenny McCollum  
**Title:** Director, Procurement Services  
**Date:** Jul 25,2022 | 15:46:55 (GMT -5:00)

**WITNESS:**

JEA

Signature:



Signed on Jul 22,2022 | 08:44:08 (GMT -5:00)

---

**Email:** talljb@jea.com  
**Name:** Jessica Talley  
**Title:** Contracts Assistant  
**Date:** Jul 22,2022 | 08:44:08 (GMT -5:00)

**COMPANY:**

R&M SERVICE SOLUTIONS, LLC

Signature:



Signed on Jul 21,2022 | 23:50:14 (GMT -5:00)

---

**Email:** mgeorge@rmservicesolutions.com  
**Name:** Mike George  
**Title:** COO  
**Date:** Jul 21,2022 | 23:50:14 (GMT -5:00)

**FORM APPROVED:**

JEA

Signature:



Signed on Jul 25,2022 | 15:27:12 (GMT -5:00)

---

**Email:** lavirc@jea.com  
**Name:** Rebecca Lavie  
**Title:** Assistant General Counsel  
**Date:** Jul 25,2022 | 15:27:12 (GMT -5:00)

**EXHIBIT A  
COMPANY'S PRICING**

**Exhibit A- City of Jacksonville Agreement    CONTRACT# WRS/240552**

Appendix B - Bid Forms  
1410643846 Removal-Replacement and Inspection of JEA Owned Sewer Air Release Valves

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: R&M Service Solutions, LLC

Company's Address: 7256 Westport Place Suite A, West Palm Beach, FL 33413

License Number: #CUC1225260

Phone Number: 813-788-4357 FAX No: \_\_\_\_\_ Email Address: mgeorge@rmservicesolutions.com

<b>BID SECURITY REQUIREMENTS</b> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond (Five Percent (5%))	<b>TERM OF CONTRACT</b> <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements <input checked="" type="checkbox"/> Other, Specify - Project Completion
---	--

<b>SAMPLE REQUIREMENTS</b> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	<b>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</b> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award
---	--

<b>QUANTITIES</b> <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	<b>INSURANCE REQUIREMENTS</b> Insurance required
--	---

<b>PAYMENT DISCOUNTS</b> <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered	
--	--

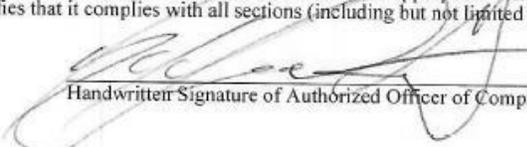
<b>ENTER YOUR BID FOR SOLICITATION 1410643846</b>	<b>TOTAL BID PRICE</b>
Total Bid Price for the Project (enter total from cell H9 in the Bid Workbook)	\$ 1,492,500.00

I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

**BIDDER CERTIFICATION**

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda \_\_\_\_\_ through \_\_\_\_\_

  
 Handwritten Signature of Authorized Officer of Company or Agent      Date 5-16-22

Michael George, Chief Operating Officer  
 Printed Name and Title

Appendix B - Bid Forms  
1410643846 Removal-Replacement and Inspection of JEA Owned Sewer Air Release Valves

**Subcontractor Form**

JEA Solicitation Number 1410643846 requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)

Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

None				

**Exhibit A- City of Jacksonville Agreement    CONTRACT# WRS/240552**

1410643846 Appendix B - Bid Workbook Removal-Replacement and Inspection of JEA Owned Sewer Air Release Valves (Only complete the prices in yellow cells)							
						Company:	R&M Service Solutions, LLC.
<b>Air Release Valve Removal/Replacement &amp; Inspection Contract</b>							
PART	ITEM	DESCRIPTION	ANNUAL QUANTITY	UNIT	UNIT PRICE	ANNUAL CONTRACT PRICE	3-YEAR CONTRACT TERM
3	1	ARVs Removed, Replaced, & Appurtenances Inspected	1,900	each	\$185.00	\$ 351,500.00	\$ 1,054,500.00
3	2	ARVs Flagged for Isolation Valve Failure	150	each	\$150.00	\$ 22,500.00	\$ 67,500.00
3	3	ARVs Cleaned and Prepared for Rebuild/Test	1,900	each	\$65.00	\$ 123,500.00	\$ 370,500.00
<b>Total Bid Price</b>						<b>\$ 497,500.00</b>	<b>\$ 1,492,500.00</b>

**EXHIBIT B  
PAYMENT AND PERFORMANCE BONDS**

**JEA CONTRACT NUMBER JEA11114**

**SURETY BOND NUMBER \_\_\_\_\_**

**PERFORMANCE BOND**

As to the Contractor/Principal:

Name: **R&M SERVICE SOLUTIONS, LLC**

Telephone: ( 813) 788-4357

As to the Surety:

Name:

Principal Business Address:

Telephone: ( )

As to the Owner of the Property/Contracting Public Entity:

Name: JEA, 21 W. Church St., Jacksonville, FL 32202

Telephone: (904) 665-6000

Description of project including address and description of improvements:

**“Removal-Replacement and Inspection of JEA Owned Sewer Air Release Valves”  
Solicitation Number: 1410643846**

**JEA**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that **R&M SERVICE SOLUTIONS, LLC**, as Principal, (hereinafter called “Contractor”), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called “Surety”), are each held and firmly bonded unto JEA, a body politic and corporate, in Duval County, Florida, as Obligee (hereinafter called “JEA”), in the sum of **Two Million Four Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$2,487,500.00)**, lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated the 1<sup>st</sup> day of August 2022, entered into a contract with JEA (Contract # **JEA11114**) for “**Removal-Replacement and Inspection of JEA Owned Sewer Air Release Valves**” pursuant to Solicitation # 1410643846 ; all of said work to be done in the time and manner and in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings, plans and specifications for said work and requirements of JEA proposal and award therefor and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the “Contract”), all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall: (1) provide JEA with a certified copy of the recorded bond before commencing the work (or before recommencing the work after a default or abandonment; and (2) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and (3) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (4) pay JEA all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney’s fees, including appellate proceedings, that JEA sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

**PROVIDED**, that the Surety hereby waives notice of any alteration or extension of time made by JEA, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes, does not affect Surety's obligation under this bond.

**PROVIDED further**, that whenever Contractor shall be declared by JEA to be in default under the Contract, JEA having performed JEA's obligations thereunder, the Surety shall, at JEA's sole option, take one (1) of the following actions upon JEA's written notice:

- (1) Within a reasonable time, but in no event later than thirty (30) days from JEA's written notice of termination for default, the Surety shall arrange for the Company, with JEA's consent, to complete the Contract. Subject to the provisions below, JEA shall promptly pay the balance of the Contract price to the Surety upon completion of the Contract; or
- (2) (A) Within a reasonable time, but in no event longer than sixty (60) days from JEA's written notice of termination for default, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions and, upon determination by Surety of the lowest responsible qualified bidder, award a contract to complete the Work required by the Contract, issue and notice to proceed, and timely pay the costs to complete the Contract, less the balance of the Contract price; or (B) JEA may elect to have the Surety determine jointly with JEA the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and JEA to complete the Work required by the Contract, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion, less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph); or
- (3) Within a reasonable time, but in no event later than thirty (30) days from JEA's notice of termination for default, JEA may begin work to complete the Work required by the Contract or arrange for completion of the Contract and, within twenty-one (21) days thereafter, JEA shall determine the amount necessary to complete the Work required by the Contract. Upon notice to the Surety, the Surety shall promptly tender payment to JEA

of the amount so determined to complete the Work required by the Contract, less the balance of the Contract price.

The term “balance of the Contract price,” as used in this Bond, shall mean the total amount payable by JEA to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by JEA to or on behalf of Contractor. However, the term “balance of the Contract price” shall not include any liquidated damages or other damages due from Contractor to JEA (or which JEA may retain or use as an offset of amounts owed to Contractor) pursuant to the Contract.

In addition to the costs to complete the Contract under the options above, the Surety shall indemnify and hold JEA harmless on account of all claims and damages arising from Contractor’s default under the Contract, and pay JEA for all losses, delay and disruption damages, and all other damages, expenses, costs and statutory attorney’s fees, including appellate proceedings, that JEA sustains as the result of a default by the Contractor under the Contract.

**PROVIDED further**, the Surety shall indemnify and save JEA harmless from any and all claims and damages, arising from the Contractor’s default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from JEA a certificate of final completion under the Contract.

**PROVIDED further**, that during any interim period after JEA has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to JEA, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

**PROVIDED further**, no right of action shall accrue on this Bond to or for the use of any person or corporation other than JEA named herein or the heirs, executors, administrators or successors of JEA.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**NEXT PAGE IS THE SIGNATURE PAGE**

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**R&M SERVICE SOLUTIONS, LLC, a Foreign  
Limited Liability Company**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name      Type/Print Name

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**AS PRINCIPAL**

Signed, Sealed and Delivered  
in the Presence of:

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

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

**AS SURETY**

Name of Agent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Note: Date of Bond Must Not Be Prior to Date of Contract**

**JEA CONTRACT NUMBER JEA11114**

**SURETY BOND NUMBER \_\_\_\_\_**

**PAYMENT BOND  
REQUIRED  
BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: **R&M SERVICE SOLUTIONS, LLC**

Telephone: (813) 788-4357

As to the Surety:

Name:

Principal Business Address:

Telephone: ( )

As to the Owner of the Property/Contracting Public Entity:

Name: JEA, 21 W. Church St., Jacksonville, FL 32202

Telephone: (904) 665-6000

Description of project including address and description of improvements:

**“Removal-Replacement and Inspection of JEA Owned Sewer Air Release Valves”  
Solicitation Number: 1410643846**

JEA

PAYMENT BOND REQUIRED BY  
SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **R&M SERVICE SOLUTIONS, LLC**, hereinafter called "Principal", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "Surety," are each held and firmly bound unto JEA of Jacksonville, a municipal corporation, of Jacksonville, Duval County, Florida, hereinafter called "JEA" or "Owner," in the penal sum of **Two Million Four Hundred Eighty-Seven Thousand Five Hundred and 00/100 Dollars (\$2,487,500.00)**, in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal entered into a certain contract with JEA, dated the 1<sup>st</sup> day of August, 2022 (JEA Contract# **JEA11114**) (the "Contract") which is, by this reference, made a part hereof, as if fully set out herein, for "**Removal-Replacement and Inspection of JEA Owned Sewer Air Release Valves**", pursuant to Solicitation # 1410643846, entitled "**Removal-Replacement and Inspection of JEA Owned Sewer Air Release Valves**" for JEA, in accordance with plans and specifications prepared by JEA.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Provides to JEA a certified copy of the recorded bond prior to commencing the work (or before recommencing the work after a default or abandonment) in accordance with Section 255.05(1)(b), Florida Statutes; and

(2) Promptly makes payments to all claimants, as defined in Sections 255.05(1) and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(3) Defends, indemnifies and saves JEA harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided JEA has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by JEA to pay the Principal as required by the Contract; and

(4) Pays JEA all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that JEA sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically Section 255.05, Florida Statutes.

**PROVIDED**, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides, to each of them, both of the proper notices, in accordance with the requirements of Section 255.05(2), Florida Statutes. Both notices must be given in order to institute such suit or action.

**PROVIDED further**, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, in accordance with the requirements of Section 255.05(10), Florida Statutes.

**PROVIDED further**, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, unless an extension beyond the one (1) year period is specifically provided pursuant to Section 255.05(10), Florida Statutes.

**PROVIDED further**, that the said Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**R&M SERVICE SOLUTIONS, LLC, a Foreign  
Limited Liability Company**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**AS PRINCIPAL**

Signed, Sealed and Delivered  
in the Presence of:

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

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

**AS SURETY**

Name of Agent: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Note: Date of Bond Must Not Be Prior to Date of Contract**