

**COOPERATIVE PURCHASING AGREEMENT FOR CITYWIDE
HYDRANT AND VALVE MAINTENANCE, REPAIR, AND FLUSHING SERVICES**

THIS COOPERATIVE PURCHASING AGREEMENT FOR CITYWIDE HYDRANT AND VALVE MAINTENANCE, REPAIR AND FLUSHING SERVICES ("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 corporation duly organized and authorized to do business in the state of Florida (EIN: 27-1422665) ("Contractor").

RECITALS:

WHEREAS, after a competitive procurement process Seminole County, Florida, entered into a Term Contract for Hydrant and Valve Maintenance, Repair, and Flushing Services with R&M Service Solutions, LLC, for the provision of hydrant and valve maintenance, repair, and flushing services (the "Seminole County Agreement"); 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, the City's Water Resources Department sought a procurement exception which would allow the City to piggyback on the Seminole County Agreement without issuing a competitive solicitation on the grounds that staffing levels have decreased in the Water Resources Department thereby resulting in an immediate need for said services; and

WHEREAS, after considering the competitive procurement process conducted by Seminole County, Florida, and that the City has an immediate need for hydrant and valve maintenance, repair, and flushing services, the City Contracting Officer granted said exception; and

WHEREAS, City desires to procure citywide hydrant and valve maintenance, repair, and flushing services from R&M Service Solutions, LLC, pursuant to essentially the same terms and conditions provided under the Seminole County Agreement, as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor has agreed to extend the terms, conditions, and pricing of the Seminole County Agreement to City.

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

TERMS OF AGREEMENT:

1. **RECITALS.** City and Contractor 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 meanings specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Citywide Hydrant and Valve Maintenance, Repair, and Flushing Services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **Seminole County Agreement:** – shall mean the Term Contract for Hydrant and Valve Maintenance, Repair, and Flushing Services between Seminole County, Florida, and R&M Service Solutions, LLC, dated December 11, 2020, and its exhibits, attached hereto as **Exhibit A – Seminole County Agreement** and incorporated herein by reference.
3. **INCORPORATION OF SEMINOLE COUNTY AGREEMENT.** The Seminole County 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 Seminole County 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. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Seminole County Agreement are modified and replaced, in their entirety, as follows:
 - A. The terms "Seminole County," and "County," shall be replaced and intended to refer to the "City of Ocala."
 - B. **SCOPE OF WORK.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Piggyback Agreement as set forth in **Exhibit A** attached hereto. The scope of work for the Project and Proposal under this Agreement may only be adjusted by written amendment executed by both parties.

- C. **CONTRACT TERM.** This Agreement shall become effective and commence on DECEMBER 22, 2021 and continue through and including DECEMBER 10, 2023 (the "Initial Contract Term"). This Agreement may be renewed for up to TWO (2) additional ONE-YEAR (1-Year) terms by written consent between City and Contractor.
- D. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS PER YEAR (\$100,000/Year) (the "Contract Sum") over the course of the Initial Contract Term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The rates set forth in the Fee Schedule attached to **Exhibit B – Seminole County Agreement** shall remain fixed throughout the duration of this Agreement, including both the Initial Contract Term and any Renewal Contract Term. Pricing under this Agreement may only be adjusted by written amendment executed by both parties.
- (1). **Price Re-Determinations.**
- a) During the Renewal Term. Petitions for price redeterminations **must** be made at the time of City's notification to Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Agreement to reflect the new prices for the renewal term.
 - b) Outside the Renewal Term. Petitions for price redeterminations **must** be made within thirty (30) days of the anniversary date of the Agreement. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Agreement.
 - c) Basis for Price Redeterminations. Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the

quarter in which the solicitation opens. The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." City shall have the right to audit Contractor's records, including, but not limited to payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

- (2). **Monthly Progress Payments.** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.
- (3). **Invoice Submission.** All invoices and/or purchase orders submitted by Contractor shall include the City Contract Number, an assigned Invoice/PO Number, and an Invoice/PO Date. Contractor shall submit the original invoice through the responsible City Project Manager at: City of Ocala Water Resources Department, Attn: Stacey Ferrante, 1805 NE 30th Avenue, Building 600, Ocala, Florida 34470, Telephone: (352) 351-6772, E-Mail: sferrante@ocalafl.org.
- (4). **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.
- (5). **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 Contractor; (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 Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- (6). **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor'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.

- (7). **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. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

E. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- (1). **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- a) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- b) Contractor provides material that does not meet the specifications of the Agreement;
- c) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- d) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement

- (2). **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations

- immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- (3). **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- a) City shall be entitled to terminate this Agreement without further notice;
 - b) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
 - c) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - d) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law
- F. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor 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 the Contractor 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 the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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**

CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- G. **E-VERIFY.** Pursuant to section 448.095, Contractor 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. Contractor 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, Contractor 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. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor 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. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
- H. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Contractor's commercial automobile liability insurance policy must name the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers, as additional insureds.

- I. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - (1). One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal injury, and advertising injury; and
 - (2). One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for contractual liability, products and completed operations, independent contractors, and property in the care, control or custody of the Contractor.
 - (3). Contractor's commercial general liability insurance policy shall include Endorsement CG 20 10 11 85, or equivalent, naming the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers; as an additional insured. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
- J. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work.
- K. **MISCELLANEOUS INSURANCE PROVISIONS.**
 - (1). **Insurance Requirements.** These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

- (2). **Deductibles.** Contractor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.
 - (3). **Certificates of Insurance.** Contractor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.
 - (4). **Failure to Maintain Coverage.** In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.
 - (5). **Severability of Interests.** Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
 - (6). **Mandatory Endorsements for All Required Policies.** All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.
- L. **INDEMNITY.** Contractor 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 Contractor, its agents, and employees.

- M. **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.
- N. **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.
- O. **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.

- P. **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.
- Q. **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.
- R. **NOTICES.** Any and all notices required or given pursuant to this Agreement shall be deemed to have been duly served if delivered in person to an authorized representative or sent by registered or certified mail, postage prepaid, return receipt requested to the following address:

If to Contractor: R&M Service Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, Florida 33413
Phone: 813-788-0010

If to City: City of Ocala
Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8366 Facsimile: 352-690-2025
Email: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Batsel & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707 Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

- S. **ELECTRONIC SIGNATURE(S).** Contractor, 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.
- T. **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.
- U. **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 02 / 15 / 2022.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Ire Bethea Sr.

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

R&M SERVICE SOLUTIONS, LLC

/s/ Robert W. Batsel, Jr.

Thomas Benedetto

Robert W. Batsel, Jr.
City Attorney

By: R and M Service Solutions
(Printed Name)

Title: Chief Financial Officer

**TERM CONTRACT FOR HYDRANT AND VALVE MAINTENANCE,
REPAIR, AND FLUSHING SERVICES
(IFB-603974-CAR)**

THIS AGREEMENT is dated as of the 11th day of DECEMBER 2020, by and between **R&M SERVICE SOLUTIONS, LLC**, duly authorized to conduct business in the State of Florida, whose address is 7256 Westport Place, Suite A, West Palm Beach, Florida 33413, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve maintenance, repair, and flushing services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to

this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order must be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, FL 32772-8080

A copy of the invoice must be sent to:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General

Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to

this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

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

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, Florida 32771

For CONTRACTOR:

R&M Service Solutions, LLC
7256 Westport Place, Suite A,
West Palm Beach, FL 33413

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.


Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the

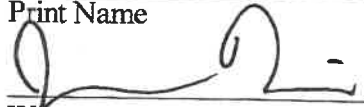
services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.




Witness
Sasaw Dobbs

Print Name


Witness
Jonathan Wise

Print Name

R&M SERVICE SOLUTIONS, LLC
By: 

SAMUEL WICK, Sales Director
Date: 12/08/2020

SEMINOLE COUNTY, FLORIDA

Cassandra Reyes

Witness

CASSANDRA REYES

Print Name

Leticia Figueroa

Witness

Leticia Figueroa

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

David A. Shields

County Attorney

DGSP/lpk

8/26/20 11/5/20

T:\Users\Legal Secretary CSB\Purchasing 2020\IFB-603974.docx

By: Markly Jean Charles
for MARKLY JEAN CHARLES, Purchasing and
Contracts Manager

Date: 12-11-20

As authorized for execution by the Board of
County Commissioners at its DECEMBER, 8TH
20 20, regular meeting,

AGENDA ITEM # 2020-0426

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Fire Hydrants - Valves Maintenance and Repair and Flushing Services

Part 1 General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

- A. SCES Utility Engineering Specifications for Water Distribution Construction.
- B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2017 or latest edition).
- D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- E. OSHA Standards as applicable to associated work.
- F. Fire Hydrant Flow Testing and Marking (NFPA 291)(most applicable and latest edition). Includes potential areas of two hydrant testing for main capacity calculations or fire flow capabilities as requested by SCES.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA - M17 Manual and NFPA 291 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate, access, and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Sher-Cryl High Performance Acrylic, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness. In the event bare metal is exposed on above-ground metal, hydrant is to be primed with Sherwin-Williams Pro-Cryl Universal primer before new paint is applied. Additional color bonnet painting per NFPA 291 - Fire Hydrant Flow Testing and Marking may be required per SCES request.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- **Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.**
- Document all pertinent data into an electronic spreadsheet or database including the following:
 - Hydrant ID tag number
 - Hydrant address location
 - Hydrant GPS site coordinates
 - Date of flush or service
 - Hydrant brand
 - Hydrant model number
 - Hydrant year
 - Hydrant size
 - Hydrant flow rate obtained
 - Hydrant pressure after 5 minutes of flushing
 - Total gallons flushed during service
 - Degree of operating difficulty
 - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SOL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue. Valves located inside residential or commercial driveways or aprons shall not be painted upon SCES request.
- Mark curve with a "V" marking. Curbing located inside gated communities or commercial properties shall not be painted upon SCES request.
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP) < 6
- Horizontal Dilution of Precision (HDOP): < 4
- Minimum number of raw positions collected: 20
- In the event of obstructions - where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

- a) **Physical data** - Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
- b) **Location data** - Mapping grade GPS coordinate data parameters noted in the GPS mapping section
- c) **Discrepancies** - Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number - For each device
- Data Dictionary-Valve Condition (operable, inoperable)
- Source document reference-valve discrepancies
- Date of Operation-Structure discrepancies
- Valve Size - PDOP value
- Valve Type-HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item 83 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste
- Complete site restoration unless otherwise specified by SCES

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft² sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S H I P	
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ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

V E N D O R	
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EXHIBIT B

ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956
ANALYST

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772

Accs. Payable Inquiries - Phone (407) 665 7656

Purchase Order Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability, or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Exhibit C
Contract Pricing

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**Part 4
Price Submittal**

IFB-603974-20/CAR - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: R&M Service Solutions, LLC
Mailing Address: 7256 Westport Place Suite. A
Street Address: 7256 Westport Place Suite. A
City/State/Zip: West Palm Beach, FL 33413
Phone Number: (877)847-6747 FAX Number: (561) 290-0693
E-Mail Address: swick@rmservicesolutions.com

Designated Project Manager Information:

Project Manager: Michael George
Project Manager Telephone No.: (352) 398-9127 Fax No.: (561) 290-0693
E-Mail Address: mgeorge@rmservicesolutions.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

BID SHEET

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	3000	\$ 53.00	\$ 159,000.00
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	500	\$ 43.00	\$ 21,500.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	\$ 275.00	\$ 6,875.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	\$ 10.00	\$ 2,500.00
A5	Furnish and install reflective road marker	EA.	500	\$ 10.00	\$ 5,000.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	\$ 20.00	\$ 5,000.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	\$ 50.00	\$ 1,250.00
A8	Upper barrel repair	EA.	35	\$ 400.00	\$ 14,000.00
A9	lower barrel repair	EA.	50	\$ 700.00	\$ 35,000.00
A10	Hydrant extension (6")	EA.	25	\$ 800.00	\$ 20,000.00
A11	Hydrant extension (12")	EA.	20	\$ 825.00	\$ 16,500.00
A12	Hydrant extension (18")	EA.	20	\$ 900.00	\$ 18,000.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 5,900.00	\$ 59,000.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 6,100.00	\$ 61,000.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,500.00	\$ 97,500.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,500.00	\$ 97,500.00
A16a	With 6" x 6" tee	EA.	3	\$ 1,000.00	\$ 3,000.00
A16b	With 6" x 8" tee	EA.	3	\$ 1,100.00	\$ 3,300.00
A16c	With 6" x 10" tee	EA.	2	\$ 1,500.00	\$ 3,000.00
A16d	With 6" x 12" tee	EA.	2	\$ 2,000.00	\$ 4,000.00
A16e	With 6" x 14" tee	EA.	2	\$ 4,000.00	\$ 8,000.00
A16f	With 6" x 16" tee	EA.	1	\$ 4,100.00	\$ 4,100.00
A16g	With 6" x 20" tee	EA.	1	\$ 5,000.00	\$ 5,000.00
A16h	With 6" x 24" tee	EA.	1	\$ 5,000.00	\$ 5,000.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	\$ 6,100.00	\$ 152,500.00
A17a	With 6" x 6" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17b	With 6" x 8" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17a	With 6" x 10" wet tap	EA.	2	\$ 1,500.00	\$ 3,000.00
A17c	With 6" x 12" wet tap	EA.	2	\$ 1,800.00	\$ 3,600.00
A17d	With 6" x 14" wet tap	EA.	2	\$ 2,000.00	\$ 4,000.00
A17e	With 6" x 16" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A17f	With 6" x 20" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A17g	With 6" x 24" wet tap	EA.	2	\$ 2,200.00	\$ 4,400.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	\$ 3,200.00	\$ 32,000.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	\$ 250.00	\$ 7,500.00
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	\$ 200.00	\$ 5,000.00
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	\$ 225.00	\$ 3,375.00

BID SHEET

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	\$ 37.00	\$ 37,000.00
B2	Valve maintenance (includes sub-foot GPS location)	EA.	750	\$ 37.00	\$ 27,750.00
B3	Valve maintenance (without GPS location)	EA.	350	\$37.00	\$ 12,950.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA.	125	\$71.45	\$ 8,931.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	\$425.00	\$ 42,500.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	\$ 200.00	\$ 10,000.00
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	\$ 200.00	\$ 10,000.00
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 2,330.00	\$ 34,950.00
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 3,800.00	\$ 57,000.00
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 4,500.00	\$ 67,500.00
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 5,000.00	\$ 75,000.00
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 5,900.00	\$ 59,000.00
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$8,000.00	\$ 40,000.00
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 12,000.00	\$ 60,000.00
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 15,000.00	\$ 75,000.00
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 17,000.00	\$ 85,000.00
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	\$ 27,000.00	\$ 27,000.00
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 7,000.00	\$ 70,000.00
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 7,800.00	\$ 78,000.00
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 9,000.00	\$ 90,000.00
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 15,000.00	\$ 75,000.00
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 16,000.00	\$ 80,000.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	100	\$75.00	\$ 7,500.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY ^{2,3}	25	\$ 125.00	\$ 3,125.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$ 125.00	\$ 3,125.00
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	\$ 1,200.00	\$ 18,000.00
B27	Realign valve box to grade in pavement (>4" to 10") includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$300.00	\$ 4,500.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$300.00	\$ 4,500.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY ^{2,3}	25	\$100.00	\$ 2,500.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$100.00	\$ 2,500.00
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	25	\$ 100.00	\$ 2,500.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	10	\$ 100.00	\$ 1,000.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	\$ 20.00	\$ 30,000.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	\$ 150.00	\$ 22,500.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY ³	100	\$ 500.00	\$ 50,000.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY ³	250	\$ 225.00	\$ 56,250.00
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			\$	\$
B37	Exploratory investigation 0' to 4' deep	HOURLY ^{1,2,3}	120	\$ 450.00	\$ 54,000.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY ^{1,2,3}	150	\$ 225.00	\$ 33,750.00
B39	Exploratory investigation > 10' deep.	HOURLY ^{1,2,3}	50	\$ 300.00	\$ 15,000.00
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$45,000.00	\$ 90,000.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 60,000.00	\$ 120,000.00
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through")				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

BID SHEET

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			\$	\$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	\$ 100.00	\$ 25,000.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	\$ 100.00	\$ 50,000.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	\$ 100.00	\$25,000.00
ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	Required use of Ductile Iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)				
E1a	6 inch	LF.	50	\$ 50.00	\$ 2,500.00
E1b	8 inch	LF.	50	\$ 51.00	\$ 2,550.00
E1c	10 inch	LF.	25	\$ 80.00	\$ 2,000.00
E1d	12 inch	LF.	25	\$ 80.00	\$ 2,000.00
E1e	14 inch	LF.	10	\$ 100.00	\$ 1,000.00
E1f	16 inch	LF.	50	\$ 100.00	\$ 5,000.00
E1g	20 inch	LF.	10	\$ 300.00	\$3,000.00
E1h	24 inch	LF.	10	\$ 500.00	\$5,000.00
E2	Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)				
E2a	4" line stop (SS fitting)	EA.	5	\$ 5,000.00	\$25,000.00
E2b	4" line stop (epoxy fitting)	EA.	5	\$ 5,000.00	\$ 25,000.00
E2c	6" line stop (SS fitting)	EA.	10	\$ 5,000.00	\$ 50,000.00
E2d	6" line stop (epoxy fitting)	EA.	10	\$ 5,000.00	\$ 50,000.00
E2e	8" line stop (SS fitting)	EA.	5	\$ 6,500.00	\$32,500.00
E2f	10" line stop (SS fitting)	EA.	5	\$ 7,000.00	\$35,000.00
E2g	12" line stop (epoxy fitting)	EA.	5	\$ 8,000.00	\$ 40,000.00
E2h	14" line stop (epoxy fitting)	EA.	5	\$ 11,000.00	\$55,000.00
E2i	16" line stop (epoxy fitting)	EA.	5	\$ 9,400.00	\$ 47,000.0
E2j	20" line stop (epoxy fitting)	EA.	5	\$14,000.00	\$70,000.00
E2k	24" line stop (epoxy fitting)	EA.	5	\$ 18,000.00	\$ 90,000.00

TITLE	FOR SIGNATURE - Piggyback Agreement - Hydrant Valve.....
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DOCUMENT ID	43338fb4892ed07e58b3cdec897f21c8930ec5a7
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Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), R and M Service Solutions (mgeorge@rmservicesolutions.com), Ire Bethea, Sr. (ibethea@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org
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