

To:	Howard
From:	Kari
Date:	1/3/2025
Subject:	Signature approval

Howard,

Attached for your signature is an annual agreement for fire hydrant maintenance and repair. The initial term is for 3-years with 2 optional renewals.

.

Thank you-

Kari

DocuSigned by:

 _____

FINANCE

401.30.52.546.4604 Bal \$93,722

TOWN OF LONGBOAT KEY
AGREEMENT
FOR
IFB 24-091 FIRE HYDRANT MAINTENANCE, REPAIR AND
REPLACEMENT SERVICES

This **AGREEMENT** for annual fire hydrant maintenance, repair and replacement services (hereinafter "Agreement") is entered into by and between the Town of Longboat Key, 501 Bay Isles Road, Longboat Key, FL 34228, a political subdivision of the State of Florida (hereinafter "Town") and **R&M Service Solutions, LLC** whose address is 7256 West Port Place., West Palm Beach, Florida 33413 and whose Federal Employer Identification Number is 27-1422665, (hereinafter "Contractor"), as of the latest date appearing on the signature lines below.

WHEREAS, the Town desires to retain the services of a competent and qualified contractor to provide services to include but not be limited to performing annual fire hydrant maintenance, repair and replacement services testing services in accordance with all applicable local, state, and federal rules; and,

WHEREAS, the Town has solicited for these services via IFB 24-091 Fire Hydrant Maintenance, Repair and Replacement Services, an advertised invitation for bid; and,

WHEREAS, after review and consideration of all responsive bids to IFB 24-091, the Town intends to engage the Contractor to provide the services; and

WHEREAS, the Contractor is agreeable to providing the Town the services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

SECTION 1.0 –SERVICES TO BE PERFORMED BY THE CONTRACTOR

1.1 The Town does hereby retain the Contractor to furnish, provide and perform the services (collectively, the "Services") described in the Scope of Work and the Town's Invitation For Bid, IFB 24-091, to include all attachments and addenda, and in the Contractor's response thereto (collectively, "IFB 24-091" is attached hereto as a composite "Exhibit A" and made a part of this Agreement).

SECTION 2.0 –COMPENSATION

2.1 General

2.1.1 The Town shall pay the Contractor in accordance with "Exhibit B, Bid Form", which is attached hereto and made a part of this Agreement. Payment to the Contractor will be made only for the actual quantities of services performed.

2.1.2 All of the Contractor's invoices shall be accompanied by service and location records for all billable items appearing on the invoice. Additional supporting documents may be requested by the Town and, if so requested, shall be furnished by the Contractor to the Town's Finance Director's satisfaction. These include, but are not limited to, reimbursable expenses as outlined in Section 2.2 of this Agreement.

2.1.3 The Contractor's Project Manager or any authorized officer shall attest to the correctness and accuracy of all charges and requested reimbursements.

2.1.4 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to:

Town of Longboat Key
Attention: Accounts Payable
501 Bay Isles Road
Longboat Key, FL. 34228

2.1.5 In order for both parties to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final billing for the Services rendered to the Town. The Contractor's submission of a Final Invoice is its certification that all of its Services have been properly performed and all charges and costs have been invoiced to the Town. Upon receipt of the Final Invoice, the account will be closed, and the Contractor shall be deemed to have waived any further charges not properly included on the Final Invoice.

2.1.6 Intentional misrepresentations of billable items and reimbursable expenses will be pursued to the fullest extent of the law.

2.2 Reimbursable Expenses

2.2.1 All of the Contractor's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the Town's Reimbursable Fee Schedule that is attached hereto as "Exhibit C" and made a part of this Agreement. "Reimbursable Expenses" are the actual, pre-approved expenses incurred directly in connection with the tasks the Town has requested. Reimbursable Expenses will be reimbursed by the Town at cost, but not to exceed the amounts listed, as applicable, on Exhibit C. The Contractor's request for payment shall include copies of paid receipts, invoices or other documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

2.2.2 All assets (durable goods) purchased as Reimbursable Expenses become the property of the Town upon completion of the Services for which the asset was utilized. All such assets must be surrendered by delivery to the Town immediately upon (i) demand, (ii) termination of this Agreement, or (iii) the conclusion of the project, whichever event occurs first.

2.2.3 It is the responsibility of the Contractor to maintain a current inventory of all such assets.

SECTION 3.0 – CONTRACTOR'S REPRESENTATIONS

In order to induce Town to enter into this Agreement, Contractor makes the following representations, upon which the Town has actually and justifiably relied:

3.1 That Contractor has examined and carefully studied all applicable documents, and that Contractor has the experience, expertise, and resources to perform all required Services.

3.2 That Contractor has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.

3.3 That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

3.4 The Contractor is a Florida Limited Liability Company registered and in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

3.5 The Contractor has the full right and authority to enter into this Agreement and perform its obligation in accordance with its term.

3.6 The Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

3.7 The Contractor shall, at no additional cost to the Town, re-perform those Services which fail to

satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.

SECTION 4.0 - ENTIRETY OF AGREEMENT

4.1 The Town and the Contractor agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

4.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Town and the Contractor pertaining to the Services, whether written or oral.

SECTION 5.0 – INSURANCE

5.1 The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town as a named, additional insured, as well as furnishing the Town with Certificates of insurance. Said insurance coverages procured by the Contractor as required herein shall be considered, and proposer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the Town, and that any other insurance, or self-insurance available to the Town shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

5.2 The Contractor is to secure, pay for, and file with the Town, prior to commencing any Services under this Agreement, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the Contractor shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
Additional Umbrella Liability	\$1,000,000	Occurrence / Aggregate
Professional Liability	\$1,000,000	Per Claim / Aggregate

The Contractor shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the Town of Longboat Key named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON- CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the Town on all policies. Contractor will maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force, including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

5.3 Notwithstanding any other provision of the Agreement, the Contractor shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Contractor who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, Contractor shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

5.4 Contractor's insurance policies shall be endorsed to give thirty (30) days written notice to the Town in the event of cancellation or material change.

5.5 Contractor will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Contractor will notify the Town immediately by telephone at (941) 316-1999 of any accident or injury to anyone that occurs on the Services site and is related to any of the Services being performed by the Contractor.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

SECTION 6.0 – TERM OF AGREEMENT

6.1 The term of the Agreement shall be for a three (3)-year period, commencing upon the effective date and remaining in force and effect unless sooner otherwise terminated herein.

6.2 The Town reserves the right to renew this agreement for two (2) additional one (1)-year periods under the same terms and conditions of the original agreement.

SECTION 7.0 – TERMINATION OF AGREEMENT

7.1 Termination for Cause: Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of this Agreement at the discretion of the Town. In such event, the Town shall issue a Notice of Default to the Contractor specifying the nature of the default and the cure period and terms, if any.

7.2 Termination for Convenience of Town: The Town for any reason may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Contractor. Notwithstanding, the Town may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Contractor, or failure to fulfill any of the insurance requirements as provided herein. In this event, Contractor shall be entitled to compensation for any satisfactory Services completed prior to termination in accordance with this Agreement.

7.3 Termination for Convenience of Contractor: This Agreement may be terminated by the Contractor by either: (a) mutual consent of both parties; or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the Town.

7.4 Effect of Termination: In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Contractor under this Agreement shall be made available to and for the exclusive use of the Town at no additional cost to the Town. The Contractor shall immediately discontinue all affected Services unless a notice directs otherwise. Unless in dispute or subject to the Town's remedy, the Contractor shall be paid for Services actually rendered through the date of termination.

SECTION 8.0 – INDEMNIFICATION AND LIABILITY

8.1 To the fullest extent permitted by law, the Contractor expressly agrees to indemnify, defend, and hold harmless the Town, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and

other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its sub contractors or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or one million dollars (\$1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any.

8.1.1 The Town's review, comment and observation of the Contractor's service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

8.2 The indemnification obligations under the Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Services. This indemnification shall continue beyond the date of completion of the Services.

8.3 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.

SECTION 9.0 – NOTICE

9.1 All notices required under this Agreement shall be sent by email or certified mail, return receipt requested, and if sent to the Town, shall be mailed to:

Howard Tipton, Town Manager
501 Bay Isles Road
Longboat Key, FL 34228-3196
E-mail: Htipton@longboatkey.org

With a copy to:

Jessie Camburn, Utilities Manager
600 General Harris
Longboat Key, FL 34228
Email: Jcamburn@longboatkey.org

and

Maggie Mooney, Esq.
Town Attorney
6853 Energy Court
Lakewood Ranch, Florida 34240
E-mail: mmooney@flgovlaw.com

and

The Town's Procurement Manager via e-mail at Purchasing@longboatkey.org

As to the Contractor:

Mr. Michael George
7256 West Port Place
West Palm Beach, Fl. 33413
Email: Mgeorge@rmservicesolutions.com

SECTION 10.0 – MISCELLANEOUS

10.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.2 Contractor binds itself, its partners, successors, assigns, and legal representatives to the Town in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the Town are personally or individually bound by this Agreement.

10.3 The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, F.S. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. The sole and exclusive forum, venue, and jurisdiction for any action arising from the Agreement shall be in the 12th Judicial Circuit in and for Sarasota County, Florida.

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

10.5 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

10.6 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

10.7 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 11.0 – PUBLIC RECORDS

11.1 Pursuant to applicable Florida law, the Contractor's records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the Town in order to perform the Services. Upon request from the Town's Custodian of Public Records, the Contractor shall provide the Town with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the Town. Upon completion of the Agreement the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain all public records required by the Town to perform the Services. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS TRISH SHINKLE, TOWN CLERK, AT 501 BAY ISLES ROAD, LONGBOAT KEY, FLORIDA 34228, (941) 316-1999, TSHINKLE@LONGBOATKEY.ORG.

SECTION 12.0 – PROHIBITION FOR CONTINGENT FEES

12.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13.0 – STANDARD OF CARE

13.1 The Contractor represents to the Town that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

13.2 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

13.3 The Contractor shall, at no additional cost to the Town, re-perform all those Services which fails to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

13.4 The Contractor warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

SECTION 14.0 - INDEPENDENT CONTRACTOR

14.1 The Contractor undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.

14.2 The Contractor shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor shall have no right to speak for or bind the Town in any manner.

SECTION 15.0 - SUBCONTRACTORS

15.1 The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

15.2 If a subcontractor fails to perform or make progress in providing any of the Services, as required by this Agreement, and the Contractor determines it is necessary to replace the subcontractor to complete any services in a timely fashion, then the Contractor shall promptly do so, subject to the Town's right to approve the new subcontractor. The failure of a subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the Town under this Agreement.

SECTION 16.0 - FORCE MAJEURE

16.1 The Contractor shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Contractor shall deliver written notice to the Town describing the event in reasonably sufficient detail and how the event has precluded the Contractor from performing its obligations hereunder. The Contractor's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Contractor to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Contractor shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Contractor shall keep the Town duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

SECTION 17.0 – FEDERAL AND STATE TAXES

17.1 The Town is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the Town will provide an exemption certificate to the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Town, nor shall the Contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

SECTION 18.0 – TOWN RESPONSIBILITIES

18.1 The Town shall be responsible for providing access to all Town project sites, and providing information in the Town's possession that the Contractor may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the Town.

SECTION 19.0 - NON-DISCRIMINATION

19.1 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

SECTION 20.0 - ACCESS AND AUDITS

20.1 The Contractor shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The Town shall have access to all books, records, and documents that the Contractor must maintain in accordance with this Section 18 for the purpose of inspection or audit during the Contractor's normal business hours at its usual place of business.

20.2 If the Town determines that the Town has overpaid the Contractor because the Contractor has misrepresented its billable item(s) or reimbursable expenses, the Contractor shall deliver the full amount of any overpayment to the Town. If the Town incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs and expenses, then the Contractor must pay the Town the full amount of the same as such fees, costs and expenses come due.

20.3 If the Town determines that the Contractor has under billed the Town because the Contractor has miscalculated any reimbursable items or rates after submitting the invoice in accordance with Section 2 of this Agreement, then the Contractor waives any claim for additional payment for those services or reimbursable items.

20.4 All invoices submitted to the Town pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

SECTION 21.0 – OWNERSHIP OF DOCUMENTS

21.1 The Contractor shall be required to cooperate with other Town Contractors and shall timely provide those Contractors any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become property of the Town for its use and/or distribution as the Town may determine in its sole discretion. The Contractor is not liable for any damages, injury or costs associated with the Town's use or distribution of these documents for purposes other than those originally intended by the Contractor.

SECTION 22.0 - KEY PERSONNEL

22.1 The Contractor shall notify the Town in the event of any key personnel changes, which may affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The Contractor shall at the Town's request, remove without consequence to the Town any subContractor or employee of the Contractor and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirements. The Town has the right and discretion to reject proposed changes in key personnel.

The following personnel of Contractor shall be considered key personnel:

Name: Michael George, General Manager Cell 352-398-9127

Name: _____

Name: _____

Name: _____

SECTION 23.0 - ANNUAL APPROPRIATIONS

23.1 The Contractor acknowledges that during any fiscal year the Town shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the Town may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Town may enter into agreements whose duration exceeds one (1) year; however, any such agreement shall be executory only for the value of the services to be rendered which the Town agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Town's performance and obligation to pay the Contractor under this Agreement is contingent upon an annual appropriation being made for that purpose.

SECTION 24.0 - LIMITATION OF LIABILITY

24.1 IN NO EVENT, SHALL THE TOWN BE LIABLE TO THE CONTRACTOR FOR INDIRECT,

INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE TOWN WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

SECTION 25.0 - DEFAULT AND REMEDY

25.1 If the Contractor materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Contractor receives written notice of the default from the Town, then the Town shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

25.2 If the Town materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Town receives written notice of the default from the Contractor, then the Contractor shall have the right to immediately terminate this Agreement by delivering written notice to the Town. Upon any such termination, the Town shall pay the Contractor the full amount due and owing for all Services performed through the date of Agreement termination.

SECTION 26.0 – E-VERIFY

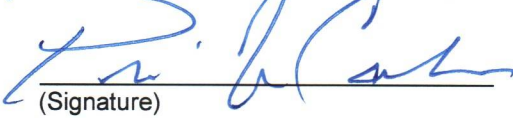
26.1 The Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. The Contractor agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the Town has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall terminate the Agreement. If the Town has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall promptly notify the Contractor and order Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement based on the Contractor's failure to comply with the E-Verify requirements referenced herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last written below. The Town and the Contractor have signed this Agreement in two originals in counterpart. One counterpart each has been delivered to the Town's Procurement Manager and the Contractor. All portions of the Agreement have been signed, initialed or identified by the Town and the Contractor.

ATTEST:

As To R&M Service Solutions, LLC


(Signature)

Penni L Cala, Bid Coordinator
(Print or Type Name)

Date: 01/03/2025

Seal:

CONTRACTOR:

R&M SERVICE SOLUTIONS, LLC


By: _____
(Signature)

Its General Manager
(Title of Authorized Representative)

Michael George
(Print or Type Name)

Date: 01/03/2025

ATTEST:

As to Town of Longboat Key, Florida

DocuSigned by:

Trish Shinkle, Town Clerk

Date: 1/6/2025

Seal: DS



TOWN

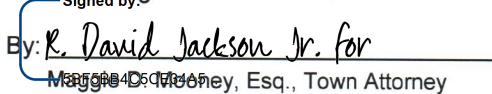
Town of Longboat Key, Florida

DocuSigned by:

By: _____
Howard Tipton, Town Manager

Date: 1/6/2025

Review of Agreement as to Form

Signed by:

By: R. David Jackson Jr. for
Margie D. McInerney, Esq., Town Attorney

R&MSERV-01

MOWERYD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Dianne Klaus	
	PHONE (A/C, No, Ext): (561) 721-3746	FAX (A/C, No):
	E-MAIL ADDRESS: Dianne.Klaus@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Transportation Insurance Company	
INSURED R&M Service Solutions, LLC 7256 Westport Place, Suite A West Palm Beach, FL 33413	NAIC #	
	INSURER B: The Continental Insurance Company	
	INSURER C: Travelers Property Casualty Company of America	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6042667780	7/21/2024	7/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6081140945	7/21/2024	7/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034018351	7/21/2024	7/21/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	6042667794	7/21/2024	7/21/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			QT6605N313831-TIL-24	7/21/2024	7/21/2025	Leased/Rented-Item 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Longboat Key 501 Bay Isles Road Longboat Key, FL 34228	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Exhibit A

Incorporated by reference the Town's Invitation For Bid, IFB 24-091, to include all attachments and addenda, and in the Contractor's response thereto.

IFB 24-091 - Fire Hydrant Mainenance, Repair, Replacement Services					
				R&M SERVICE SOLUTIONS	
Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
Hydrant Services					
Maintenance					
1	Hydrant Maintenance (Inc GPS sub-meter, scrap, wirebrush and paint)	Each	405	\$110.00	\$44,550.00
2	Scrape, Wire Brush, and Paint Hydrant Only (No Maintenance)	Each	1	\$110.00	\$110.00
3	Attach Hydrant ID Tag	Each	1	\$15.00	\$15.00
4	Install Reflective Road Marker	Each	1	\$20.00	\$20.00
Repair					
5	Bonnet and/or Break Away Flange Bolt Replacement	Each	1	\$50.00	\$50.00
6	Upper Barrel Repair	Each	1	\$800.00	\$800.00
7	Lower Barrel Repair	Each	1	\$1,100.00	\$1,100.00
8	Hydrant Extension 6 Inch	Each	1	\$900.00	\$900.00
9	Hydrant Extension 12 Inch	Each	1	\$1,200.00	\$1,200.00
10	Hydrant Extension 18 Inch	Each	1	\$1,400.00	\$1,400.00
Replace					
11	Replace typical bury (48 inch) hydrant on functioning and restrained isolation valve. This scenario will not require a shut down or line stop.	Each	2	\$10,500.00	\$21,000.00
12	Replace typical bury (48 inch) hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on". This scenario will not require a shut down or line stop	Each	2	\$12,000.00	\$24,000.00
13	Replace typical bury (48 inch) hydrant and (or install) isolation valve on existing restrained MJ tee. This scenario will require a shut down or line stop.	Each	1	\$13,000.00	\$13,000.00
14	Replace typical bury (48 inch) hydrant, isolation valve and tee. This scenario will require a shut down or line stop				
14a	6 inch x 6 inch tee	Each	1	\$16,000.00	\$16,000.00
14b	6 inch x 8 inch tee	Each	1	\$16,500.00	\$16,500.00
14c	6 inch x 10 inch tee	Each	1	\$16,750.00	\$16,750.00
14d	6 inch x 12 inch tee	Each	1	\$16,850.00	\$16,850.00
14e	6 inch x 14 inch tee	Each	1	\$17,250.00	\$17,250.00
14f	6 inch x 16 inch tee	Each	1	\$17,500.00	\$17,500.00
Install					
water main .					
15	with 6 inch x 6 inch wet tap	Each	1	\$12,500.00	\$12,500.00
15a	with 6 inch x 8 inch wet tap	Each	1	\$12,800.00	\$12,800.00
15b	with 6 inch x 10 inch wet tap	Each	1	\$13,250.00	\$13,250.00
15c	with 6 inch x 12 inch wet tap	Each	1	\$13,750.00	\$13,750.00
15d	with 6 inch x 14 inch wet tap	Each	1	\$14,000.00	\$14,000.00
15e	with 6 inch x 16 inch wet tap	Each	1	\$14,150.00	\$14,150.00
16	Abandon existing hydrant and isolation valve in place (below ground)	Each	1	\$5,000.00	\$5,000.00
17	Installation of hydrant other than typical 48 inch bury	per 6 inch increment	6	\$450.00	\$2,700.00
18	Hydrant set more than 6 feet away from centerline of tee	LF	2	\$200.00	\$400.00
19	Hydrant set includes restrain 6 inch MJ bend(s)	Each	1	\$400.00	\$400.00
Valve Services					
20	Valve Maintenance (includes sub-meter GPS location)	Each	50	\$65.00	\$3,250.00
21	Valve Maintenance (includes sub-foot GPS location)	Each	50	\$65.00	\$3,250.00
22	Valve Maintenance (without GPS location)	Each	10	\$65.00	\$650.00

Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
23	Not found Valve (ref. Valve Maintenance scope of work)	Each	30	\$50.00	\$1,500.00
24	Raise valve box to grade <12 inch depth (excluding concrete areas and vehicular arteries)	Each	30	\$200.00	\$6,000.00
25	Raise valve box to grade <12 inch depth in concrete areas and vehicular arteries	Each	30	\$450.00	\$13,500.00
26	inch dept but <48 inch dept (excluding concrete areas and vehicular arteries)	Each	5	\$500.00	\$2,500.00
27	Raise valve box to grade <12 inch depth but <48 inchdepth in concrete areas and vehicular arteries	Each	5	\$1,550.00	\$7,750.00
28	Replace existing 2 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	\$7,500.00	\$37,500.00
29	Replace existing 4 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	5	\$8,000.00	\$40,000.00
30	Replace existing 6 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	4	\$8,000.00	\$32,000.00
31	Replace existing 8 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	\$10,000.00	\$10,000.00
32	Replace existing 10 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)	Each	1	\$14,000.00	\$14,000.00
33	Replace existing 12 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$15,000.00	\$15,000.00
34	Replace existing 14 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$17,000.00	\$17,000.00
35	Replace existing 16 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)	Each	1	\$17,000.00	\$17,000.00
36	Installation of 4 inch insertion valve (assume 48 inch bury)	Each	3	\$12,250.00	\$36,750.00
37	Installation of 6 inch insertion valve (assume 48 inch bury)	Each	5	\$13,987.00	\$69,935.00
38	Installation of 8 inch insertion valve (assume 48 inch bury)	Each	1	\$16,125.00	\$16,125.00
39	Installation of 10 inch insertion valve (assume 48 inch bury)	Each	1	\$18,500.00	\$18,500.00
40	Installation of 12 inch insertion valve (assume 48 inch bury)	Each	1	\$23,400.00	\$23,400.00
41	Installation of 16 inch insertion valve (assume 48 inch bury)	Each	1	\$48,000.00	\$48,000.00
Required use of DI pipe in lieu of C-900 PVC pipe					
42	6 inch	LF	10	\$58.00	\$580.00
42a	8 inch	LF	10	\$71.00	\$710.00
42b	12 inch	LF	10	\$91.00	\$910.00
42c	14 inch	LF	10	\$150.00	\$1,500.00
42d	16 inch	LF	10	\$150.00	\$1,500.00
Line Stop Services					
43	4 inch line stop (316 SS fitting)	Each	2	\$13,250.00	\$26,500.00
44	4 inch line stop (epoxy fitting)	Each	2	\$11,550.00	\$23,100.00
45	6 inch line stop (316 SS fitting)	Each	2	\$14,464.00	\$28,928.00
46	6 inch line stop (epoxy fitting)	Each	2	\$13,393.00	\$26,786.00
47	8 inch line stop (316 SS fitting)	Each	1	\$14,986.00	\$14,986.00
48	8 inch line stop (epoxy fitting)	Each	1	\$14,407.00	\$14,407.00
49	10 inch line stop (316) SS fitting	Each	1	\$16,347.00	\$16,347.00
50	10 inch line stop (epoxy fitting)	Each	1	\$15,221.00	\$15,221.00
51	12 inch line stop (epoxy fitting)	Each	1	\$15,221.00	\$15,221.00
52	14 inch line stop (epoxy fitting)	Each	1	\$18,354.00	\$18,354.00
53	16 inch line stop (epoxy fitting)	Each	1	\$20,099.00	\$20,099.00
Dissimilar OD pipe connection for PVC, DIP, CI and AC pipe only					

Bid Item #	Description	UoM	Est Qty	Unit Cost	Total Cost
54	6 inch	Each	1	\$600.00	\$600.00
55	8 inch	Each	1	\$750.00	\$750.00
56	10 inch	Each	1	\$815.00	\$815.00
57	12 inch	Each	1	\$850.00	\$850.00
58	14 inch	Each	1	\$2,100.00	\$2,100.00
59	Leak sounding at each hydrant and/or valve	Each	5	\$50.00	\$250.00
60	4 inch by-pass piping	LF	10	\$175.00	\$1,750.00
61	6 inch by-pass piping	LF	10	\$200.00	\$2,000.00
62	Mobilization & Demobilization	LS	1	\$1,500.00	\$1,500.00
63	Maintenance of Traffic (MOT)	LS	1	\$1,500.00	\$1,500.00
64	Barracade Type I or II with Warning Light	ED	1	\$20.00	\$20.00
	Dewatering				
65	Dewatering 0-6"	LF	1	\$225.00	\$225.00
66	Dewatering 6-12"	LF	1	\$350.00	\$350.00
67	Dewatering 12-18"	LF	1	\$485.00	\$485.00
	Misc. Materials				
68	Riprap (sand-cement)	CY	1	\$500.00	\$500.00
69	Fill	CY	1	\$150.00	\$150.00
70	#57 rock	CY	1	\$150.00	\$150.00
71	Shell rock	CY	1	\$150.00	\$150.00
	Sod Replacement				
72	Bahia	SY	1	\$150.00	\$150.00
73	St. Augustine	SY	1	\$150.00	\$150.00
74	Seed & Mulch	SY	1	\$150.00	\$150.00
75	Water (1,000 gallons)	GAL	1,000	\$1.00	\$1,000.00
	Miscellaneous Services				
	Excavation of Unsuitable Material - Haul offsite & dispose (truck measure)	CY	1	\$650.00	\$650.00
76	Compaction	CY	1	\$250.00	\$250.00
77	Backfill	CY	1	\$265.00	\$265.00
78	Emergency Call Out Response Time	HRS	1	\$1,000.00	\$1,000.00
				Total Base Bid	\$974,464.00

Exhibit C

TOWN OF LONGBOAT KEY, FLORIDA



REIMBURSABLE COST SCHEDULE

	Single Side	Double Sided
1. Reproduction Cost		
A. Regular Copying	In accordance with Florida Statutes	
B. Blueprint Copy	In accordance with Florida Statutes	
2. Subcontractor Services	Actual Costs	
3. Special Contractors	Actual Costs	
4. Telecommunications		
A. Local	Non-reimbursable	
B. Non-Local	Actual Costs	
5. Computer Services	Non-reimbursable	
6. Travel Expenses	In accordance with Chapter 112.061 Florida Statutes	
7. Postage, Fed Ex, UPS	Actual Costs	
8. Pre-approved Equipment (Includes purchase and rental of equipment used in project)	Actual Costs	

Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with an applicable task designated by the Town to the Contractor.