

**CONTRACT
BETWEEN
JEA
AND
DMD CONSULTANTS, INC.
JEA CONTRACT # 189884**

THIS CONTRACT is made and entered into as of the 11th day of June, 2020 (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”), and **D M D CONSULTANTS, INC.**, a Florida corporation with its principal address at 11020 81st Court N., Palm Beach Gardens, Florida 33412 (the “**Company**”).

WHEREAS, JEA issued Solicitation #017-20 for Participation in an Invitation to Negotiate for JEA Routine Hydrant Maintenance, as amended by Addendum Number One dated March 13, 2020, Addendum Number Two dated March 16, 2020, Addendum Number Three dated March 20, 2020, and Addendum Number Four dated April 7, 2020 (the “**ITN**”); and

WHEREAS, based on Company’s response to the ITN (the “**Response**”) and Company’s Best and Final Offer attached to this Contract as **Exhibit A** (the “**BAFO**”), on May 7, 2020, JEA’s Awards Committee awarded a contract to Company to provide the services described in the ITN (the “**Work**”);

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

1. **Recitals and Defined Terms.** The recitals set forth above are true and correct and incorporated in this Contract by reference. Capitalized terms used in this Contract without specific definition shall have the meanings given to them in the ITN.
2. **Engagement and Performance of Work.** JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.
3. **Compensation.** JEA shall pay the Company for the Work using the Unit Prices submitted by Company in the BAFO and in accordance with the terms of the ITN.
4. **Maximum Indebtedness.** JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed NINE HUNDRED THOUSAND DOLLARS (\$900,000.00). All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.
5. **Term.** The term of this Contract shall commence on the Effective Date and shall continue for five (5) years, unless sooner terminated in accordance with the terms of the ITN. JEA shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional terms of one (1) year each.

6. **Contract Documents.** This Contract consists of the Contract Documents as defined in the ITN, which documents are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have the order of precedence set forth in the ITN.

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

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: Bryan Spell, Manager, W/WW Grid Preventative Maintenance

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration

As to the Company:

D M D Consultants Inc.
11020 81st Court N.
Palm Beach Gardens, Florida 33412
Attn: David Durra

8. **Authority.** Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

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

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

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

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

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

JEA

Maurice Scarboro
Witness

By: Jenny McCollum 06/11/2020
Jenny McCollum
Director, Procurement Services

D M D CONSULTANTS INC.

Janie L. Danvers
Witness

By: David Durrua
Print Name: David Durrua
Title: Director

Form Approved:
David Hight
Office of General Counsel

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Exhibit A

Addendum 4 Appendix B - Response Form
017-20 JEA Routine Hydrant Maintenance

Submit in an email to kinggd@jea.com.

Company Name: DMD Consultants inc.

Company's Address:

License Number:

Phone Number:

561 441 7405

FAX No:

Email Address:

DMD@DMDConsultants.net

BID SECURITY REQUIREMENTS

TERM OF CONTRACT

None required

One Time Purchase

Certified Check or Bond (Five Percent (5%))

Annual Requirements

Other, Specify - 5 years with two (2) one year renewals

Completion

SAMPLE REQUIREMENTS

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

None required

None required

Samples required prior to Bid Opening

Bond required

Samples may be required subsequent to

Bid Opening

QUANTITIES

INSURANCE REQUIREMENTS

Quantities indicated are exacting

Quantities indicated reflect the approximate quantities to be purchased
Throughout the Contract period and are subject to fluctuation in accordance
with actual requirements.

Insurance required

PAYMENT DISCOUNTS

1% 20, net 30

2% 10, net 30 ☒

Other

None Offered

ENTER YOUR RESPONSE FOR SOLICITATION 017-20	TOTAL RESPONSE PRICE
Total Response Price for the Project (enter total from cell G7 in the Response Workbook)	<u>\$149,200.00</u>

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

RESPONDENT CERTIFICATION

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

017-20 JEA Routine Hydrant Maintenance BAFO

PART	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	1	Hydrants Serviced, Painted, and Inspected	2,500	each	44. ⁰⁰	\$0.00
1	2	Hydrant Serviced, Inspected, Not Painted	350	each	30. ⁰⁰	\$0.00
1	3	Hydrant Inspected - found out of service (not serviced or painted)	350	each	10. ⁰⁰	\$0.00
1	4	Abrasive Blasting	350	each	72. ⁰⁰	\$0.00
Total Bid Price						\$0.00

We have received addenda

Handwritten Signature of Authorized Officer of Company or Agent

Date

4/17/20

1 through 4

Printed Name and Title

David Durva

Director