

W2423 CHANGE ORDER NO. 2

DATE ISSUED: March 26, 2026 **EFFECTIVE DATE:** April 30, 2026
OWNER: Town of Jupiter **OWNER'S PROJECT NO.:** W2423
CONTRACTOR: R&M Service Solutions, LLC **PURCHASE ORDER #:** _____
PROJECT NAME: Valve and Hydrant Maintenance

The Contract is modified as follows upon execution of this Change Order:


Description: Contract Renewal for one (1) additional two (2) year term including escalation to unit prices and correction to Article 4.4 of the Agreement

Reasons for Change Order: This contract contains provisions for contract renewal. This change order implements the first allowable renewal for one (1) additional two (2) year term and adjusts the Contract Price for the renewal term. Article 4.4 of the Agreement includes provisions for unit price adjustment with contract renewal based on published Consumer Price Index for All Urban Consumers (CPI-U) data prepared by the U.S. Department of Labor Bureau of Labor Statistics as of June 30th. This change order changes the date for which CPI-U data will be reviewed for unit price adjustment to December 31st, to better align with the contract expiration date and possible contract renewals. Unit prices in the original Executed Contract are escalated by 2.7% by this change order, based on the published CPI-U as of December 31, 2025.

CHANGE IN CONTRACT PRICE
Original Contract Price:
\$ <u>500,000.00</u>
NO CHANGE from previously approved Change Orders No. 0 to No. 1:
\$ <u>0.00</u>
Contract Price prior to this Change Order:
\$ <u>500,000.00</u>
Increase this Change Order:
\$ <u>525,000.00</u>
Contract Price incorporating this Change Order:
\$ <u>1,025,000.00</u>

CHANGE IN CONTRACT TIMES
Original Contract Times:
Substantial Completion: <u>April 30, 2026</u>
Ready for final payment: <u>April 30, 2026</u>
NO CHANGE from previously approved Change Orders No. 0 to No. 1:
Substantial Completion: <u>0 Calendar Days</u>
Ready for final payment: <u>0 Calendar Days</u>
Contract Times prior to this Change Order:
Substantial Completion: <u>April 30, 2026</u>
Ready for final payment: <u>April 30, 2026</u>
Increase this Change Order:
Substantial Completion: <u>730 Calendar Days</u>
Ready for final payment: <u>730 Calendar Days</u>
Contract Times with all approved Change Orders:
Substantial Completion: <u>April 29, 2028</u>
Ready for final payment: <u>April 29, 2028</u>


APPROVED BY OWNER:

By: 
Amanda Z. Barnes, PE, Town of Jupiter

Title: Director of Utilities

Date: 3/26/2026

ACCEPTED BY CONTRACTOR:

By: 
Michael G. George, R&M Service Solutions

Title: General Manager

Date: 03/25/2026

W2423 CHANGE ORDER NO. 2 (CONTINUED)
Description of Changes and List of Supporting Documents

Change in Contract Price:

Approved PCO #	Reason for Change Order	Increase/ (Decrease)
	In accordance with Contract provision, Article 4.4 of the Agreement, this change order implements an increase in total Contract Price for the two-year contract renewal term, and unit pricing is escalated by 2.7% based on the CPI-U, as of 12/31/2025.	\$525,000.00
	Net Change in Total Contract Price for Change Order No. 2	\$525,000.00

Change in Contract Time:

Approved PCO #	Reason for Change Order	Increase/ (Decrease)
	In accordance with Contract provision, Article 3.3 of the Contract Agreement, this change order implements a two-year term contract renewal.	730 Calendar Days
	Net Change to Contract Time for Change Order No. 2	730 Calendar Days

Supporting Documents:

1. Contract renewal provisions from Article 3.3 of the Agreement between the Town and R&M Service Solutions
2. Email dated January 12, 2026, from Mark Torray of R&M Service Solutions confirming interest in renewing the W2423 contract
3. Provisions for price adjustment and anticipated annual funding for the 2-year renewal term from Article 4.4 of the Agreement between the Town and R&M Service Solutions, including the correction to the date of the published CPI-U data.
4. U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) data published in December 2025.
5. Adjusted contract unit pricing for the 1st two-year renewal term.

Attachment 1
Article 3.3 - Contract Renewal Provisions

- 3.3 The initial term of the Contract will be two years (730 calendar days) from the date of Notice to Proceed. Owner may at Owner's sole discretion renew this Contract for one additional two (2) year term and one additional one (1) year term for a total Contract period of five (5) years, in accordance with the Town of Jupiter's Purchasing Policy and terms of the original Contract. Renewals will be in writing by change order to the Contract and are subject to the same terms, conditions, and unit pricing set forth in the initial Contract and any written amendments/change orders signed by both parties (Owner and Contractor). No compensation shall be made for costs associated with renewal of the Contract. Renewals are contingent upon satisfactory performance evaluations by the Owner and subject to the availability of fiscal year funding approved by the Jupiter Town Council. Contractor may elect not to extend the Contract with 90 days written notice to Owner. Owner is not obligated to extend the Contract. Regardless of anything to the contrary, this Contract may be terminated by the Owner at any time and for any reason. Further, the Contractor agrees that it will not be entitled to any claims and/or damages resulting from such termination, including, but not limited to, lost profits, direct or indirect damages, and consequential special or punitive damages.
- 3.4 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT may be changed only by a change order to the CONTRACT.
- 3.5 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (But not as a penalty) CONTRACTOR shall pay OWNER Two Hundred 00/100 dollars (\$200.00) for each day that expires after the time specified in Paragraph 3.1 from the date of final completion until the work has reached final completion. Final completion includes demobilization from the site. Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deduct the amount due in Liquidated Damages from the final payment application. Liquidated damages under this Contract apply to each the substantial completion date and the final completion date.
- 3.6 This provision of Liquidated Damages for delay shall in no manner affect the TOWN's right to terminate the CONTRACT. The OWNER's exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the OWNER may deduct from the balance of the CONTRACT sum held by the OWNER the Liquidated Damages stipulated herein or such portions as said balance will cover.

ARTICLE 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds according to the Contract Unit Prices.
- 4.2 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison purposes only. The Work under this Contract is subject to fiscal appropriation by the Jupiter Town Council in either or both the Town's Community Investment Program (CIP) and fiscal year operating budgets. Estimated funding budgets anticipated being available for the original two year contract term and subsequent renewal terms are provided in the table below.

Attachment 2
Email referencing R&M's interest in renewal

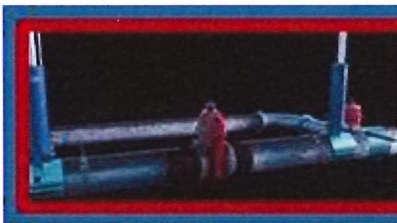
From: Mark Torrey <mtorrey@rmservicesolutions.com>
Sent: Monday, January 12, 2026 1:53 PM
To: Jonathan Batista <JonathanB@jupiter.fl.us>; Mike George <MGeorge@rmservicesolutions.com>
Subject: RE: Town of Jupiter Valve and Hydrant Contract

Jonathan,
This works for us. We look forward to working with you for the foreseeable future. Please forward any paperwork you require.
Thank you,



Mark Torrey
Maintenance Project
Manager
R&M Service Solutions

O - 877.847.6747
C - 352.760.8404
www.rmservicesolutions.com
mtorrey@rmservicesolutions.com



Watch the Rangeline
Line Stopping
Animation here



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From: Jonathan Batista <JonathanB@jupiter.fl.us>
Sent: Monday, January 12, 2026 1:01 PM
To: Mark Torrey <mtorrey@rmservicesolutions.com>; Mike George <MGeorge@rmservicesolutions.com>
Subject: RE: Town of Jupiter Valve and Hydrant Contract

CAUTION!

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Greetings Mark,

Per Article 4, 4.4 of the contract the requested price adjustment will require supporting documentation and will be the lesser of the Consumer Price Index for All Urban Consumers or 5%. Let me know if that is acceptable.

Cordially,



Jonathan A. Batista, P.E.
Senior Utilities Engineer
Phone 561-741-2531
Email JonathanB@jupiter.fl.us
3133 Washington St., Jupiter, FL 33458

From: Mark Torrey <mtorrey@rmservicesolutions.com>
Sent: Monday, January 12, 2026 12:26 PM
To: Jonathan Batista <JonathanB@jupiter.fl.us>; Mike George <MGeorge@rmservicesolutions.com>
Subject: RE: Town of Jupiter Valve and Hydrant Contract

Jonathan,
R&M is interested in extending our partnership under the current contract. We would like to include a CPI increase of 10%. Please advise.
Thank you,



Mark Torrey
Maintenance Project
Manager
R&M Service Solutions

O - 877.847.6747
C - 352.760.8404
www.rmservicesolutions.com
mtorrey@rmservicesolutions.com



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From: Jonathan Batista <JonathanB@jupiter.fl.us>
Sent: Monday, January 12, 2026 12:08 PM
To: Mike George <MGeorge@rmservicesolutions.com>
Cc: Mark Torrey <mtorrey@rmservicesolutions.com>
Subject: Town of Jupiter Valve and Hydrant Contract

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Please verify that this email came from the correct sender.

Good afternoon Mike,

May we receive email confirmation that R&M is interested in renewing the valve and hydrant maintenance contract set to expire in April 30, 2026 with the same unit prices?

Cordially,



Jonathan A. Batista, P.E.
Senior Utilities Engineer

Phone 561-741-2531

Email JonathanB@jupiter.fl.us

3133 Washington St., Jupiter, FL 33458

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Jupiter officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Attachment 3
Article 4.4 - Contract Provisions for Unit Price Adjustment
and Anticipated Annual Funding

- 4.3 The Owner reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a short period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the Owner reserves the right to obtain such delivery from others without penalty or prejudice to the Owner or to the Bidder.
- 4.4 Contractor may request a price adjustment at the time of Contract renewal only, and with ninety (90) days' advance written notice to Owner, provided that the requested price adjustment is warranted based on the economic climate and substantiated by supporting documentation including, the most recently published Consumer Price Index for All Urban Consumers (CPI-U) as of ~~June 30th~~ December 31st by the U.S. Department of Labor Bureau of Labor Statistics, and calculations for a five percent (5%) increase over current Contract Unit Pricing; the allowable increase, if substantiated will be the lesser of the two (CPI-U, or 5% increase over current contract unit pricing).

Anticipated Annual Funding
Town of Jupiter
Valve and Hydrant Maintenance

Year	Project Description	Estimated Budget	
2024	Valve Exercising and Hydrant Maintenance		
	2024 Total	\$250,000	
2025	Valve Exercising and Hydrant Maintenance		
	2025 Total	\$250,000	
	Estimated Initial 2 Year Contract Term Total		\$500,000
2026	Valve Exercising and Hydrant Maintenance		
	2026 Total	\$262,500	
2027	Valve Exercising and Hydrant Maintenance		
	2027 Total	\$262,500	
	Estimated 2 Year Renewal Contract Term Total		\$525,000
2028	Valve Exercising and Hydrant Maintenance		
	2028 Total	\$275,000	
	Estimated 1 Year Renewal Contract Term Total		\$275,000
	Estimated 5 Year Total		\$1,300,000

ARTICLE 5. PAYMENT PROCEDURES.

- 5.1 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER as provided in the General Conditions.



Databases, Tables & Calculators by Subject

Change Output Options: From: 2025 To: 2025

include graphs include annual averages

[More Formatting Options](#)

Data extracted on: January 20, 2026 (2:24:53 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

12-Month Percent Change

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Dec
2025	2.7

**Attachment 5
Adjusted Contract Unit Prices for Renewal Term**



**Town of Jupiter Utilities
Valve and Hydrant Maintenance Contract W2423**

Change Order No. 2 - Renewal Price Adjustment

CPI-U adjustment (as of 12/31/25) Increase: 2.7%

				Initial Term Unit Prices	Unit Prices Revised by CO 2 Effective 5/1/26
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	UNIT PRICE
BID ITEMS					
1	Consideration of Indemnification	LS	1	\$100.00	-
2	Bonds & Insurance	LS	1	\$6,540.00	\$6,716.58
3	Exercise Water Main Valve with Hydrant Flushing	EA	2,231	\$42.00	\$43.13
4	Inspect, Maintain and Flush Hydrant	EA	2,367	\$47.00	\$48.27
5	Inspect, Maintain, Flush, and Paint Hydrant	EA	175	\$65.00	\$66.76
6	Inspect, Maintain, and Fire Flow Test Hydrant	EA	1,271	\$87.00	\$89.35

*Subject to fiscal appropriation by the Jupiter Town Council in the Town's fiscal year operating budget. No amount is guaranteed.
Note: Bid Item 1, Indemnification is a one-time payment for the life of the agreement.

Anticipated Contract Funding Schedule					
Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
\$ 250,000.00	\$ 250,000.00	\$ 262,500.00	\$ 262,500.00	\$ 275,000.00	\$ 1,300,000.00