

**AGREEMENT FOR SERVICES TO REPAIR,
REPLACE, OR SUPPLY UTILITY EQUIPMENT**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and John Mader Enterprises, Inc. dba Mader-Electric Motors, a Florida corporation authorized to do business in the State of Florida, whose address is 18161 N. Tamiami Trail, North Fort Myers, FL 33903, and whose federal tax identification number is 65-0048538, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase the services to repair, replace or supply utility plant equipment from the Vendor in connection with "Services to Repair, Replace, or Supply Utility Plant Equipment - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B190409JJB on November 19, 2019 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on January 8, 2020; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B190409JJB, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement on an as needed basis for one (1) year period. There may be an option to extend his contract based upon the written approval of both the County and Vendor for three (3) additional, one (1) year periods. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period).
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), 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 the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County 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;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship

or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.
- D. Vendor shall provide one digital and two hard copies of all installation, operation and maintenance manuals for all new equipment supplied and/or installed to requesting Department, as well as the documentation for warranties on all work as follows:
 - a. Labor and materials – 12 month warranty
 - b. Rebuilt or repaired equipment – 90 day warranty
 - c. New equipment – Manufacturer's warranty period

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Jeremy Mader

Title: President

Address: 18161 N. Tamiami Trail
North Fort Myers, FL 33903

Telephone: 239-731-5455

Facsimile: 239-731-8165

E-mail: maderelectricmotors@msn.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation
 - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

**JOHN MADER ENTERPRISES, INC. DBA
MADER-ELECTRIC MOTORS**

Signed By: [Signature]

Signed By: [Signature]

Print Name: Jeremy Fisher

Print Name: Jeremy Mader

Title: President

Date: 2-3-20

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
CHAIR

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1 The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide parts and repair services for various utility plant equipment, such as but not limited to:

Actuators	Aeration Rotors/ Brushes	Aerators
Bar screens	Belt presses (Sludge Dewatering)	Centrifugal blowers
Centrifugal pumps	Centrifuges (Sludge Dewatering)	Chlorine Contact chambers
Chopper pumps	Clarifiers	Clearwells
Compressors	Diaphragm Pumps	Diffusers
Digasifiers	Digesters	Feed Pumps
Filters	Forced Draft Blowers	Gearboxes
Grease Pots	Grinder Pumps	Grit Classifier
Grit Pumps	Grit Snail	Headworks
High service Pumps	Horizontal split-case pumps	Hydraulic Pumps
Interstage booster pumps	Lift pumps	Lime Slakers
Mud Wells	Oxidation Ditches	Positive Displacement blowers
Screw pumps	Step screens	Submersible pumps
Transfer Pumps	Vertical turbine pumps	Well Pumps

- 1.2 The Vendor shall repair, replace or supply utility plant equipment for the Lee County Utilities Division as requested on an as-needed basis. The Vendor shall provide all materials and labor necessary to complete all work performed under this Agreement.

- 1.3 During the term of this Agreement and any renewals, the Vendor shall:

1.3.1 Maintain a UL674 shop certification throughout the term of the Agreement.

1.3.2 Respond to calls for service as follows:

1.3.2.1 Emergencies – two hours or less. This includes providing necessary equipment such as crane when applicable.

1.3.2.1.1 Emergency status/categorization for purposed of this Agreement shall be at the discretion of the County department authorizing work to be completed.

1.3.2.2 Be able to reach the College Parkway Facility located at 7401 College Parkway Fort Myers, FL 33907, during an emergency, within two hours.

1.3.2.3 Regular repairs - return the County's phone call within one hour, and repairs shall be started within 72 hours or less.

1.3.2.4 Weekends and Holidays - return the County's phone call within one hour or less.

1.3.3 Order equipment and parts for the County in a timely manner to keep the facility running up to capacity.

1.3.4 Supply parts for equipment manufacturer's such as, but not limited to:

ABS	Afton	Alfa Laval
Allis Chalmers	Andritz	Aurora
Baldor	Beck	Boerger
Centrysis	Chemco	Crown
Davco	Dayton	Deloach
Dodge	Envirex	Euro drive
Evoqua	Fairbanks Morse	Finish Thompson
Flowserve	Flygt	Foot Jones
Gardner Denver	Gorman-Rupp	Gould
Grundfos	Hub City	Ingersoll Rand
Jacobs	Jacobs AIR systems	Jet Tech
J-Line	Johnson	Lakeside
Lamson	Layne	Leopold
Lufkin	Marathon	Moyno
MSA	Peerless	Penn Valley
Pista-Grit	Prominent	Quincy
RJ Environmental	Roots	SBR
Seepex	Speedaire	Spirac
Sultzzer	Sumitomo	Trinova
Triton	Vaughn	Weg
Weinmann	Wildon	Wilo EMU
Wimco	Windsmith	Woerner
Worthington	Xylem	

- 1.3.5 Make modifications and repairs on the spot to keep the facility operational.
- 1.3.6 Perform services to epoxy coat rotating equipment parts e.g., impellers, shafts, blower fans etc., prior to reassembly to protect the components from harsh environment.
- 1.3.7 Provide specialty coatings for all equipment types and materials including nonmetallic concrete surfaces.
- 1.3.8 Have at least three (3) employees dedicated to the County Agreement, including two in the field and one in the shop. Each employee assigned the Agreement must have a minimum of three years of verifiable experience. This experience may be verified by the County at any point during the term of the Agreement and shall be verified via employment dates of companies that the employee has worked at utilizing their trade skills.
- 1.3.9 Own, lease, rent and maintain all equipment necessary to provide these services to include, at minimum, welding machines, hydraulic press, brake, motor test platform, safety equipment and crane.

2. TECHNICAL REQUIREMENTS

2.1 On a call out and pre-authorization basis, the Vendor shall provide the services described as follows:

- 2.1.1 Perform repair work at the County's location, or pick up the equipment from the County's location for repair at the Vendor's shop.
- 2.1.2 Maintain adequate spare parts and pumps in the Vendor's shop for any emergency repairs. Only OEM parts shall be used on all rebuilds, no aftermarket substitutes.
- 2.1.3 Vendor shall label each piece of equipment. Each piece of equipment shall receive an identification plate with its own individual identifying number, either made out of brass or aluminum or riveted in place.
- 2.1.4 Perform test run on all repaired or new equipment and document acceptance by the County.
 - 2.1.4.1 Removal, inspection, evaluation, repair and re-installation of existing equipment or installation of a new equipment.
 - 2.1.4.2 When possible, Vendor shall change stuffing box configuration from packing to a water cooled and internal water flushed mechanical seal.
 - 2.1.4.3 Machine and adapt proper fit up to the liquid side of the pump.
 - 2.1.4.4 Perform test run on all repaired or new equipment and document acceptance by LCU.
 - 2.1.4.5 Perform electrical/mechanical repairs on 40 - 500 horsepower pumps.
 - 2.1.4.6 Upon re-installation or new installation, a full laser alignment shall be performed along with a vibration analysis during test run.
 - 2.1.4.7 For submersible well pumps, upon installation or re-installation all nuts, bolts, and studs shall be replaced with new, 316 stainless steel nuts, bolts and studs.
 - 2.1.4.8 For submersible well pumps, Change piping to Certaloc piping on all well pumps that does not exist when converting from vertical turbine to submersible application.
 - 2.1.4.9 For submersible well pumps, Add ¾" PVC pipe completely secured to discharge pipe of pump down into well to serve as an insertion tube for pizometer to measure well draw downs.
 - 2.1.4.10 For submersible well pumps, Provide stainless steel safety cable connected to top of pump and motor to provide adequate support in the event of piping failure.
 - 2.1.4.11 For sewage lift station pumps, Upon installation or re-installation all nuts, bolts, and studs shall be replaced with new, 316 stainless steel nuts, bolts and studs.
 - 2.1.4.12 For Gear Boxes, Pull and rebuild gearboxes, replace all bearings, bushings, and gears.
 - 2.1.4.13 For Gear Boxes, Machine all surfaces related to bearing and oil seal surfaces for a proper fit as necessary.
 - 2.1.4.14 For Gear Boxes, Reassemble and install, align as necessary to avoid shaft wobble by shimming vertically.

- 2.1.4.15 For Gear Boxes, All nuts, bolts and studs shall be replaced with new, 316 stainless steel nuts, bolts and studs.
- 2.1.4.16 For Gear Boxes, Perform laser alignment between motor and gearbox assemblies.
- 2.1.4.17 For Compressors, Dress or hone cylinder walls.
- 2.1.4.18 For Compressors, Replace, as needed, rings, suction and discharge valves, bearings and bushings, pistons, and crank shafts.
- 2.1.4.19 For Compressors, Clean or replace sight glass to oil sump as necessary.
- 2.1.4.20 For Compressors, Inspect inner-cooler and after-cooler for cracks, replace as necessary.
- 2.1.4.21 For Compressors, Supply new drive belts as needed.
- 2.1.4.22 For Compressors, Test pressure switches for settings, operation and condition of contacts, replace as necessary.

3. DOCUMENTATION

- 3.1 The Vendor shall provide one digital and two hardcopies to requesting Department of all installation, operation and maintenance manuals for all new equipment supplied and/or installed, as well as the documentation for warranties on all work as follows:
 - 3.1.1 Labor and materials – 12 month warranty
 - 3.1.2 Rebuilt or repaired equipment – 90 day warranty
 - 3.1.3 New equipment – Manufacturer's warranty period
- 3.2 The Vendor shall provide digital pictures of the equipment data plates showing model numbers, serial numbers, etc. for equipment installed in such a way that the plates are difficult to read or access (such as those attached to submersible well pumps, vertical pumps, etc.).
- 3.3 The Vendor shall ensure that during the term of the Agreement, inclusive of any renewals, that the Vendor's crew crane members have attended safety classes on crane operation.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

- 1.1 The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a one-year (1) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the Vendor at the time of extension or renewal for three (3), additional one (1) year periods.

2. BASIS OF AWARD

- 2.1 The basis of award shall be determined by the lowest *Project Total Bid* of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

3. INVOICES

- 3.1 The Vendor's invoices shall include the following items:

- 3.1.1 The full name of the County employee who authorized the work to be done.
- 3.1.2 Name of the facility where work was performed.
- 3.1.3 Address or location of the facility.
- 3.1.4 County work order, purchase order or contract number.
- 3.1.5 Problem corrected and description of work performed.
- 3.1.6 Identifiers for equipment worked on, e.g., lift station number, pump number, serial number, horsepower, manufacturer, etc.
- 3.1.7 For labor, invoices shall include the name, classification, work performed, total straight time hours worked, total premium time hours worked, and extended amount.
- 3.1.8 For repair components, the invoices shall include the item, quantity, unit price, and extended amount.
- 3.1.9 For replacement equipment supplied and /or installed, the invoices shall include the item description, manufacturer, model number, serial number, location where delivered or installed, price, mark-up, and extended amount.
- 3.1.10 For crew billing, invoices shall include premium time hours for crew, rate for crew, crane use hours, rate and extended amounts.
- 3.1.11 For any subcontracted work, the invoices shall include the name of subcontractor, work performed, price, mark-up and extended amount.
- 3.1.12 For miscellaneous items, e.g., overnight freight, pick-up or delivery charges, consumables, etc., invoices shall indicate such items as a separate line item.
 - 3.1.12.1 For miscellaneous items, e.g., overnight freight, pick-up or delivery charges, consumables, etc., such charges shall be pass-through charges at Vendor costs incurred.
- 3.1.13 For specialty services, if any, the invoices shall include the service provided, name of provider, hours, rate and extended amount.
- 3.1.14 In the event that the Vendor bills the County for charges from other sources, the Vendor shall provide invoices in order to verify any additional charges plus the markup percentage.
- 3.1.15 Include on invoices for ALL labor type jobs date of when work started and completed.

3.2 Material Markup

- 3.2.1 Percentage markup for repair components and new equipment shall be above Vendor incurred costs for such items. County reserves the right at any point during the term of the Agreement, inclusive of any renewals, to request supporting documentation of Vendor invoiced amounts of material markup items.

4 REQUIRED SUBMITTAL DETAILS & DOCUMENTS

4.1 Vendor is requested to provide with bid submittal the below items. The County reserves the right to request additional documentation or clarification at any point prior to award and during term of Agreement, inclusive of any renewals. Failure to provide requested submittal documents in a timely manner, at the sole discretion of the County, may deem Vendor non-responsive and ineligible for award, renewal, or continuation of services. County may accept or reject the documentation provided as acceptable to meet the below requests at its sole discretion.

- 4.1.1 Vendor shall hold a UL674 shop certification/Notice of Completion and Authorization to Apply UL Mark at time of County intent to award.
- 4.1.2 The Vendor shall list where indicated on the proposal form associated with this solicitation if they own, rent or lease the crane.
 - 4.1.2.1 If the Vendor is renting or leasing, they must provide a copy of the Agreement to the County for proof that the Vendor is be able to meet the two hour emergency time required as part of this Agreement.
- 4.1.3 Vendor shall provide documentation that the crane crew members have attended safety classes on crane operation.

4.2 Such required documentation and details shall be provided and in the name of the prime Vendor. Sub-contractors may not fulfill requirements as described in this article.

5. MASTER CONTRACT NOTICE

- 5.1. This is a "Master"/"Annual" contract, which is not for any specific project. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by the issuance of County Purchase Order (PO), by the requesting department. The requesting County department reserves the right to provide additional project clarification details with the issuance of and within or attached to each PO. Such items shall be minor in nature such as providing for service completion dates, delivery locations, delivery and working hours, number of units, etc...

End of Special Conditions Section



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: December 3, 2019

Solicitation No.: B190409JJB

Solicitation Name: Services to Repair, Replace or Supply Utility Plant Equipment - Annual

Subject: Addendum Number 1

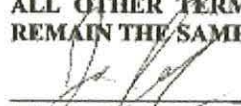
The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	Is a Bid Bond required for this solicitation?
Answer	No Bid Bond is required.
2.	Does the reference survey form need to be completed with the bid?
Answer	Please review form#3, on page 21 of the solicitation documents, "This form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)
3.	Do we need to use the excel bid schedule to enter in our numbers? Or can we print it out and hand write our numbers?
Answer	Please review section 4.3.4 on page 4 of the solicitation documents, "If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the Flash drive." Along with a digital copy, a printed copy of the Bid Schedule should be included with your hard copy submission package.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.


Jake Bond

Procurement Analyst Direct Line: 239-533-8898
Lee County Procurement Management

EXHIBIT B FEE SCHEDULE

SERVICES TO REPAIR, REPLACE OR SUPPLY UTILITY PLANT EQUIPMENT			
SECTION 1 - COMPENSATION FOR REGULAR WORK HOURS			
<i>Item</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Price</i>
1	Technicians	Per Hour	\$30.00
2	Machinists, Lathe Operators	Per Hour	\$28.00
3	Welder	Per Hour	\$10.00
4	Specialty Service Technician	Per Hour	\$50.00
SECTION 2 - EQUIPMENT AND CREW FOR REGULAR WORKING HOURS			
<i>Item</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Price</i>
1	Crane - 20 Ton With 95 Foot Reach	Per Hour	\$85.00
2	Two Man Crane Crew	Per Hour	\$40.00
SECTION 3 - MATERIAL MARKUP			
<i>Item</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Mark up %</i>
1	Repair Componets	Invoice Amount	12
2	New Equipment	Invoice Amount	10
SECTION 4 - COMPENSATION FOR OVERTIME			
<i>Item</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Price</i>
1	Technicians	Per Hour	\$30.00
2	Machinists, Lathe Operators	Per Hour	\$28.00
3	Welder	Per Hour	\$10.00
4	Specialty Service Technician	Per Hour	\$50.00
SECTION 5 - EQUIPMENT AND CREW FOR OVERTIME			
<i>Item</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Price</i>
1	Crane - 20 Ton With 95 Foot Reach	Per Hour	\$85.00
2	Two Man Crane Crew	Per Hour	\$40.00
SECTION 6 - COMPENSATION FOR EMERGENCY WORK HOURS			
<i>Item</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Price</i>
1	Technicians	Per Hour	\$30.00
2	Machinists, Lathe Operators	Per Hour	\$28.00
3	Welder	Per Hour	\$10.00
4	Specialty Service Technician	Per Hour	\$50.00

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **"Indemnification"** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**


Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 2.4.2020

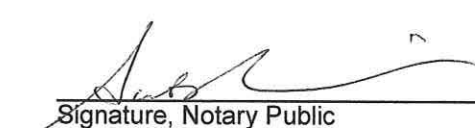
STATE OF Florida
COUNTY OF Lee


Signature

Jeremy Madsen, President
Name/Title

On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: DLH M366 424 13297-1

[Stamp/seal required]


Signature, Notary Public

