

**Lee County Board Of County Commissioners**  
**Agenda Item Summary**

Blue Sheet No. 20031459

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the utilization of piggybacking from City of Lake Worth RFP No. 00/01-495, for Maintenance of Water Storage Tanks, with Utility Service Co., Inc., for the Tice and North Fort Myers Tanks, for the amounts indicated in the agreement for a contract period through year 2009.

**WHY ACTION IS NECESSARY:** Board approval is required.

**WHAT ACTION ACCOMPLISHES:** By allowing the Department to piggyback onto the City of Lake Worth contract it will allow Lee County Utilities to have a contractor to perform maintenance on the Tice and North Fort Myers Water Storage Tanks..

**2. DEPARTMENTAL CATEGORY:**

10. Utilities  
COMMISSION DISTRICT #:

*C10B*

**3. MEETING DATE:**

*02-03-2004*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE *AC-4-4*
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT *Public Works*
- C. DIVISION *Utilities*

BY: *Rick Diaz, Utilities Director*

*[Signature]* For Rick Diaz 12-4

**7. BACKGROUND:**

The Contracts Management office received a request from Lee County Utilities to utilize piggybacking from the City of Lake Worth, RFP No.# 00/01-495, for Maintenance of Water Storage Tanks, with Utility Service Co., Inc., for the Tice and North Fort Myers Tanks.

Section 5: Unique Services, 5.0 Piggybacking, of the Lee County Contract Manual allows Lee County to Utilize the bids of other Governmental entities as lone as the procurement has gone through their competitive bidding process.

Lee County Utilities and Contracts Management have reviewed and verified the documents used. In addition, permission is allowed per the City of Lake Worth's bid for piggybacking. Therefore, approval is requested to utilize piggybacking from the City of Lake Worth's bid, which has gone through their formal bid process, for Maintenance of Water Storage Tanks. Lee County will utilize this bid for the maintenance of the Tice and North Fort Myers Water Storage Tanks, with Utility Service Co., Inc., for the amounts indicated in the Agreement for each year for a contract period through 2009.

**The contractor will be required to execute a Water Tank Maintenance Contract and provide a certificate of insurance.**

Funds are available in accounts: OD5366248700,503490

- Attachments: 1. Department request to piggyback  
2. City of Lake Worth Bid and Contract

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 12-4-03	<i>[Signature]</i>	N/A		<i>[Signature]</i> 12/4/03		<i>[Signature]</i> 12/4/03	<i>[Signature]</i> 12/4/03	<i>[Signature]</i> 12-4-03	<i>[Signature]</i> 12-4-03

**10. COMMISSION ACTION:**

- ON 12-16-03  APPROVED
- DENIED
- DEFERRED-INDEFINITE
- OTHER

Rec. by CoAtty  
Date: *12/4/03*  
Time: *3:15 PM*  
Forwarded To:  
*City Admin*  
*12-4-03*

RECEIVED BY  
COUNTY ADMIN: *PM*  
*12/4/03*  
*3:25 PM SLT*  
COUNTY ADMIN  
FORWARDED TO:  
*[Signature]*

**From:** Gail Orio  
**To:** Geren, Patricia  
**Date:** 1/20/04 10:49AM  
**Subject:** Bluesheet 20031459

Please re-schedule for the first available Board date. Thank you.

Gail M. Orio  
Contracts Specialist  
Contracts Management  
gorio@leegov.com  
(239) 335-2512  
(239 335-2335 FAX

**From:** Pete Winton  
**To:** Geren, Patricia  
**Date:** 12/16/03 7:03AM  
**Subject:** Fwd: Re: COMM.ALBION QUESTION-MTG.OF 12/16 - PLS.EMAIL DIST.5 & CC  
ME.THX

Consent 10b to be deferred indefinitely per Rick Diaz (see attached)

Pete Winton  
Assistant to the County Manager  
Lee County Administration  
wintonpx@leegov.com  
Phone: (239) 335-2777  
FAX: (239) 335-2262

**CC:** Carney, Shirley

*on recap  
12-16-03  
[Signature]*

**From:** Thomas Hill  
**To:** Diaz, Rick; Winton, Pete  
**Date:** 12/15/03 5:53PM  
**Subject:** Re: COMM.ALBION QUESTION-MTG.OF 12/16 - PLS.EMAIL DIST.5 & CC ME.THX

Pete,

Per Rick's request, it was decided that it would be in our best interest to have the Blue Sheet pulled from the agenda. We feel that it would be best to have the signed contracts and the adjusted payment schedule for the Board's review and approval along with the request for "piggy-back" documentation. It appears that this information will not be available for the meeting on the 16th. We will present this matter before the Board in January 04 when the package is complete.

In response to Commissioner Albion's questions:

1. To the best of my knowledge, there are no other contractors or organizations that offer this type of maintenance agreement. It has been researched and found that several other counties and cities have put this out to bid and have received no responses other than from Utilities Services.
2. The projected cost per year will vary over the next 5 years due to the timing of the contract and the required high \$ maintenance that will need to be done "up front" for the exterior of both tanks. A schedule will be provided that will reflect the costs for each tank, if not already included previously.

Please give me a call if there is any further information that you need.

Tom

>>> Pete Winton 12/12/03 4:11:43 PM >>>

Consent 10(b)

Projected cost per year? Reasonable versus bidding in the marketplace?

Pete Winton  
Assistant to the County Manager  
Lee County Administration  
wintonpx@leegov.com  
Phone: (239) 335-2777  
FAX: (239) 335-2262

**CC:** Cyganiak, Anne; Denney, Chad; Velez, Ivan



Lee County  
SOUTHWEST FLORIDA

**INTEROFFICE MEMORANDUM  
FROM  
PUBLIC WORKS  
UTILITIES**

LEE CO. REC'D  
MAY 28 2003  
CO/PW - 407 PL

Date: May 23, 2003

To: Irma Diaz

From: Chad Denney

**SUBJECT: Elevated tank maintenance agreements**

Tom asked me to send you this info so you and Gail could look it over. We would like to see if we could do a piggyback from another Utility Company. If you don't think we can we would like to do a RFQ to get the process started. We do not want to do a bid waiver for this contract work.

Utility Services is going to provide us with a letter from another Utility saying a piggyback can be done from their contract and a sample of another Utilities contract. As soon as we receive these we will send them to you.

Please let us know how you think we should proceed.



**CITY OF LAKE WORTH  
PURCHASING DEPARTMENT**

**1900 2ND AVENUE NORTH  
LAKE WORTH, FL 33461  
561-586-1676  
561-586-1673 FAX**

10/16/03

Utility Service Company, Inc.  
P.O. Box 354725  
Palm Coast, FL 32135-4725

Attn: Tim McDaniel, Florida Representative

Subject: "Piggybacking" of City of Lake Worth contract/ RFP 00/01-495

Gentlemen:

The City of Lake Worth has no objections to other governmental agencies within the State of Florida "piggybacking" our contract noted above.

This contract is valid through 12/20/06.

Of course, any "piggyback" would also require your firm's approval at the same prices, terms, and conditions as our RFP.

Sincerely;

A handwritten signature in black ink, appearing to read "Thomas Anderson".

Thomas Anderson  
Purchasing Manager

**PROPOSAL RESPONSE FORM-**  
**RFP#00/01-495**

Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your proposal package. All documents noted below must be included in the proposal package.

In accordance with the plans and specifications noted in this RFP document, the total price is as follows (LUMP SUM TOTAL):

SEE ATTACHED SCHEDULE OF FEES Dollars

(\$ \_\_\_\_\_).

Completion: N/A days after Authorization to Proceed.

Required documents attached?	(Yes or No)
- 3 copies of proposal package	<u>YES</u>
- Licenses (copies)	<u>YES</u>
- Schedule of Unit Prices	<u>N/A</u>
- List of Subcontractors	<u>UNDETERMINED</u>
- "Drug Free Workplace Certification"	<u>YES</u>
- Acknowledge Addenda # _____ (if any)	<u>N/A</u>

NAME OF FIRM UTILITY SERVICE CO., INC.

ADDRESS 535 COURTNEY HODGES BLVD., P. O. BOX 1354, PERRY, GA 31069

PHONE# 800/223-3695; 912/987-0303 FAX# 912/987-2991

TAXPAYER I.D. # 58-1920989

AUTHORIZED SIGNATURE 

NAME & TITLE (TYPED) MICHAEL J. LEWIS, VICE PRESIDENT

DATE NOVEMBER 21, 2000

SCHEDULE OF UNIT PRICES

N/A



LIST OF SUBCONTRACTORS

Subcontractors to be used if we are awarded the Contract:

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UNDETERMINED AT THIS TIME

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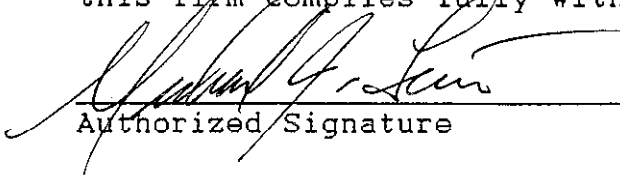
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CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of UTILITY SERVICE CO., INC.  
responding to this RFP maintains a drug-free workplace program,  
and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Authorized Signature

NOVEMBER 21, 2000

Date

Name & title (typed) MICHAEL J. LEWIS, VICE PRESIDENT



**CITY OF LAKE WORTH  
PURCHASING DEPARTMENT**

1900 2ND AVENUE NORTH

LAKE WORTH, FL 33461

561-586-1676

561-586-1673 FAX

**Attachment "A" to  
Water Tank Maintenance Contract**

**This contract shall include, by reference, all terms, conditions, and specifications of Utility Service Company, Inc. proposal dated 11/21/00 (copy attached) and City of Lake Worth Request for Proposals # 00/01-495 (copy attached).**

**Requirement for Performance and Payment Bonds noted in City RFP (page 4- Section II, item 2) is hereby waived by the City.**

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Addendums to Contract Number WATER PLANT TANK, Dated 12/20/00

No. 1

This tank shall receive an exterior renovation prior to the first anniversary of this agreement. This tank shall receive an interior renovation prior to the fourth anniversary of this agreement.

Utility Service Co., Inc.  
by Michael G. Lewis  
date 11-21-00  
witness Regina J. Aitken

Owner  
by Thomas Anderson  
date 12/20/00  
witness Sue J. Allman

No. 2

**PAYMENT TERMS:** The annual maintenance fee for this tank has been established at \$21,380.00 per year for the Years 2001, 2002, 2003, 2004, and 2005. The annual fee declines to \$9,758.00 in the Year 2006.

*The first year's annual fee for this tank is due and payable on April 1, 2001. Thereafter, the annual fee is due on April 1 of each consecutive year.*

Utility Service Co., Inc.  
by Michael G. Lewis  
date 11-21-00  
witness Regina J. Aitken

Owner  
by Thomas Anderson  
date 12/20/00  
witness Sue J. Allman

No. 3

In event the City of Lake Worth, Florida elects to cancel this agreement prior to remittance of the fifth year's annual fee, the balance of fees for the first five [5] annual fees will be due and payable within thirty [30] days of notice to cancel.

Utility Service Co., Inc.  
by Michael G. Lewis  
date 11-21-00  
witness Regina J. Aitken

Owner  
by Thomas Anderson  
date 12/20/00  
witness Sue J. Allman

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$ 9,758.00 has been established for this tank. THIS BASE FEE BEGINS IN THE YEAR 2006.

SEE ADDENDUM NO. 2 FOR YEARS 2001, 2002, 2003, 2004, AND 2005.

Attachment "A" is hereby incorporated as part of this contract.

In year 2009 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting tank under program based upon existing structure and components [ANY MODIFICATIONS, INCLUDING ANTENNA INSTALLATIONS, MUST BE PRE-APPROVED BY UTILITY SERVICE CO., INC.] This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 20 day of December, 2000.

OWNER:

UTILITY SERVICE CO., INC.

Thomas Anderson

Michael J. Lewis

by Thomas Anderson  
Purchasing title MANAGER

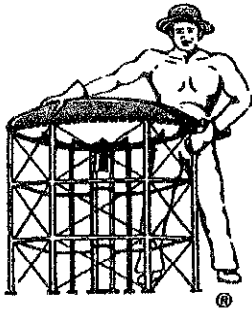
by MICHAEL J. LEWIS, VICE PRESIDENT  
title

witness Scott J. Althaus

witness Regina J. Authen

seal: CITY OF LAKE WORTH  
PURCHASING DEPT.  
1900 2nd AVENUE NORTH  
LAKE WORTH, FL 33461-4298

seal:



# UTILITY SERVICE co., inc.

P.O.Box 1354 • PERRY, GA 31069

Phone (912) 987-0303

FAX (912) 987-2991



## WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between CITY OF LAKE WORTH, FLORIDA hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 300,000 gallon water storage tank located at WATER PLANT.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 2001. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 2002, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

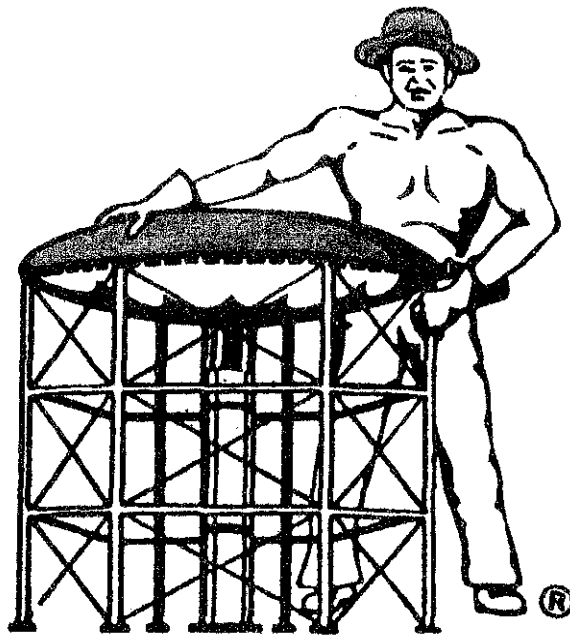
When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

# UTILITY SERVICE co., inc.

## WATER TANK MAINTENANCE CONTRACT



Owner CITY OF LAKE WORTH, FLORIDA

Tank Size 300,000 ELEVATED

Location WATER PLANT

Date \_\_\_\_\_

Mike Lewis  
Signs Contracts

**CITY OF LAKE WORTH  
PURCHASING DEPARTMENT**

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Request for Proposals #00/01-495

For

'Maintenance of Water Storage Tanks'

11/1/00

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Section I- REQUEST FOR PROPOSALS

1. The CITY OF LAKE WORTH will receive formal sealed proposals in its Purchasing Office until November 22, 2000, at 2:00 p.m. for the purpose of selecting a firm to provide "Maintenance of Water Storage Tanks".
2. Proposals will be publicly opened in the City's Purchasing Office, 1900 2nd Avenue North, Lake Worth, Florida. All Proposers or their representatives are invited to be present.
3. Any proposals received after the deadline noted above will not be accepted. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Purchasing Office before the deadline noted above. Late proposals shall be returned at the Proposer's request and expense.
4. Each Proposer shall examine and review the Request for Proposal documents. Should clarification or additional information be required, a written request must be submitted to the Purchasing Office, arriving no later than 10 days prior to the deadline for submittal of proposals. At its discretion, the City may answer such inquiries by means of a written Addendum. The City shall not be responsible for oral information given by any employee or other person. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Request for Proposal, the City will attempt to notify all known prospective Proposers. However, it shall be the responsibility of each Proposer.



prior to submitting their proposal, to contact the City's Purchasing Office at (561) 586-1676 to determine if addenda were issued and to make such addenda a part of their proposal. Failure to acknowledge all Addenda may result in rejection of your proposal as non-responsive.

5. Three signed copies of your proposal shall be submitted in a sealed package, clearly marked on the outside: "Sealed Proposal for maintenance of Water Storage Tanks (RF#00/01-495)" and addressed to:

City of Lake Worth-Purchasing Department  
1900 2nd Avenue North  
Lake Worth, Fl. 33461

6. In any and all events, all expenses relevant to preparation and submittal of proposals are to be borne by the Proposer.
7. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is executed by the City, whichever occurs first. Contract action on proposals normally will be taken within 60 days of opening; however, no guarantee or representation is made herein as to the time between the proposal opening and subsequent contract action.
8. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request clarification and/or resubmission. There is no obligation on the part of the City to award the contract to the lowest Proposer, or any Proposer. The City reserves the right to award the contract to a responsible Proposer submitting a responsive proposal with a resulting agreement which is most advantageous and in the best interests of the City. The City shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.
9. PROTEST PROCEDURE

Protests may only be filed by a firm which has submitted a timely proposal.

Protests must be addressed to the City of Lake Worth Purchasing Manager, in writing, identifying the protester, the solicitation and basis for the protest; and must be received by the Purchasing Department within three (3) business days (excluding Saturdays, Sundays, and legal holidays) after the date that notice of the written

recommendation of contract award has been posted on the Purchasing Office bulletin board. It shall be the responsibility of the proposer to ascertain contract award information from the Purchasing Manager. The protest is considered filed when it is received by the Purchasing Department.

Failure to file a protest within the specified time frame shall constitute a waiver of protest rights.

10. FEDERAL AND STATE TAX

The City of Lake Worth is exempt from sales tax. The Purchasing Office will provide an exemption certificate to the Contractor, upon request. Vendors or contractors doing business with the City of Lake Worth shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any vendor/contractor be authorized to use the City's Tax Exemption Number in securing such materials.

11. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

If awarded a contract, the successful bidder may offer to perform the same or similar work for other governmental agencies in Palm Beach County ("piggyback" of contract), at their option.

SECTION II  
INSTRUCTIONS TO PROPOSERS

1. PROPOSER'S UNDERSTANDING

Proposers shall visit the work sites to ascertain pertinent local conditions. They must also carefully examine the specifications, terms, and conditions prior to submitting proposals on the work to be done. Professions of ignorance will in no way relieve the proposer from responsibility in fulfilling the contract.

The attention of proposers is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

2. BOND REQUIREMENTS

PAYMENT AND PERFORMANCE BONDS- must be submitted by the successful Proposer prior to execution of the contract by the City.

The contractor will be required to furnish a payment bond and performance bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List of Bonding Companies, in an amount at least equal to 100% of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Performance and Payment Bonds shall be submitted to the City of Lake Worth within fourteen (14) calendar days of award notification.

3. PREPARATION OF PROPOSALS

A. Proposals shall be submitted in triplicate, and must be signed by the proposer or his authorized representative.

Any corrections to the proposal shall be initialed on all copies by the authorized representative.

B. Proposals must address all requirements of the RFP. Failure to address all items may disqualify the proposal.

4. GUIDELINES FOR SUBMISSION OF PROPOSALS

A. Eligibility. To be eligible to qualify as a proposer, the following minimum requirements must be met.

- (1) The firm must be established as a legal entity.
- (2) The firm must be licensed and/or registered in all required disciplines.

B. INFORMATION TO BE INCLUDED IN THE PROPOSAL. In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below.

(1) Title Page

Show the RFP number and title, the name of Proposer's firm, address, telephone number, name of contact person, and the date.

(2) Table of Contents

Include a clear identification of the material by section and by page number.

(3) Letter of Transmittal

Limit to one or two pages.

(a) Briefly state the Proposer's understanding of the project or services to be rendered, and make a positive commitment to perform within the specified time period.

(b) State the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers. "Proposal Response Form" must be signed by an authorized representative in order to be considered valid.

(c) State the firm's federal taxpayer identification number.

(4) Summary of the Proposer's Qualifications

(a) Identify the project manager and key staff assigned to this project, including the

following information:

- Formal education
- Experience in relevant projects
- Certification and/or licensure

(b) Identify any subcontractors to be utilized, detailing information as noted in (a) above.

(5) Experience and References

Describe firm's experience in providing similar services or with similar projects, especially within the State of Florida. Provide minimum of three (3) names and telephone numbers of client officials as references.

(6) PROJECT SCOPE SECTION

Scope of services to be provided is detailed in "Section IV- Scope of Work" of this RFP. Proposals must comply with all requirements noted therein. Proposals must provide detailed information explaining the manner in which the proposer intends to perform the work or provide the services required.

Alternate proposals may be submitted, but the City reserves the right to reject Alternates which are not in its best interest or which vary considerably from requirements noted in this RFP.

(7) Fee Proposal

Proposal shall indicate a total ("lump sum") amount for completion of the project as specified in the RFP.

In addition, a Schedule of Unit Prices shall be included. This Schedule shall be utilized for any changes (additions or deletions) to the original Project Scope.

(8) A complete list of all subcontractors to be used for this project shall be submitted with the proposal. These subcontractors shall not be changed without the written approval of the CITY PROJECT MANAGER.

The City reserves the right to reject any subcontractor and require replacement with an approved subcontractor.

- (9) Photocopies of all required licenses shall be submitted with the proposal.

5. PROPOSERS SUBMITTING MORE THAN ONE PROPOSAL

Multiple proposals submitted by a single company shall not be accepted, unless said additional proposals are identified as "Alternates". The City may accept or reject "Alternate" proposals, according to its best interests.

This provision shall NOT prohibit subcontractors or suppliers from submitting quotes to several potential proposers.

6. "DRUG FREE WORKPLACE CERTIFICATION"

In compliance with Florida Statute (Section 287.087), the attached "Drug Free Workplace Certification" form must be fully executed and submitted with your proposal. Firms which indicate participation in a "Drug Free Workplace" program will receive preference in the event of a tie bid.

7. FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):  
(PUBLIC ENTITY CRIMES)

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SECTION III  
CONTRACT AGREEMENT INFORMATION

1. CONTRACT AGREEMENT

The contract shall consist of this RFP document, the City's Purchase Order, and the successful firm's proposal. In the event of any conflict, the City's RFP shall prevail.

2. INSURANCE

The Proposer shall not commence operations, and/or labor to complete this project, pursuant to the terms of this agreement until certification or proof of insurance issued directly by the Insurance Company Underwriting Department, detailing terms and provisions of coverage, has been received and approved by the City.

The following insurance coverage shall be required:

A. Worker's Compensation

- |                         |              |
|-------------------------|--------------|
| 1. State                | Statutory    |
| 2. Employer's Liability | \$1,000,000. |

B. Comprehensive General Liability:

(Including Premises-- Operations: Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; and Broad Form Property Damage)

1. Bodily Injury & Property Damage, Combined Limit

Each Occurrence	\$1,000,000.
Aggregate	\$1,000,000.

2. XCU Coverage, remove exclusion (NO)

3. Personal Injury:

Each Occurrence	\$1,000,000.
-----------------	--------------

C. Comprehensive Automobile Liability:  
(Owner-leased-non-owned & hired)

1. Bodily Injury:

Each Person	\$ 500,000.
Each Accident	\$1,000,000.

2. Property Damage:

Each Occurrence	\$ 250,000.
-----------------	-------------

D. Contractual Liability Insurance:

1. Bodily Injury & Property Damage, Combined  
Limit

Each Person	\$1,000,000.
Aggregate	\$1,000,000.

E. Additional liability coverage for Owner shall be provided by endorsement as additional insured on Contractor's General Liability Policy. Add the following names:

Owner -- City of Lake Worth

(NOTE: IF CONTRACTOR'S VEHICLES WILL OPERATE ON CITY PROPERTY, CITY MUST BE NAMED AS ADDITIONAL INSURED ON AUTO LIABILITY POLICY.)

ALL INSURANCE SHALL CONTAIN A PROVISION THAT COVERAGE AFFORDED WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR RENEWAL REFUSED UNTIL AT LEAST THIRTY DAYS PRIOR WRITTEN NOTICE HAS BEEN GIVEN TO OWNER.

3. CONTRACT TERMS

The contract shall include, but not be limited to, the following terms:

- A) All terms, conditions, and specifications of this RFP.
- B) Lump sum total for the project or services to be provided, together with a schedule of unit prices to be applied to additional work above and beyond the original scope.



C) Proposer agrees that terms of the contract shall provide that the City retain ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become "Public Record".

4. WAIVER

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

5. SURVIVORSHIP OF BENEFITS

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

6. ENTIRE AGREEMENT

This contract (consisting of the RFP, contractor's proposal, and Purchase Order document) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. In the event of conflict, the City's RFP shall prevail.

7. SEVERABILITY

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

8. TERMINATION

This contract may be terminated by the City without cause upon providing contractor with at least ninety (90) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of 30 days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

9. LIQUIDATED DAMAGES

Should the contractor fail to perform any of its obligations under this contract for a period of 30 days after written notice of such failure, the contractor shall pay to the City liquidated damages of \$100. per calendar day exceeding the 30 day notice period. This sum of \$100. per day is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the City will suffer by reason of such default and not by way of penalty. The City is hereby authorized to deduct liquidated damages from any payments due to the contractor.

10. PERMITS. TAXES. LICENSES

Contractor shall at its own expense obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract.

11. MANNER OF PERFORMANCE

Contractor agrees to perform its duties and obligations under this contract in a professional manner and in accordance with all applicable local, federal and state laws, rules, and regulations.

Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the City with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing

with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization, or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

12. All applicable laws and regulations of the Federal Government, the State of Florida, ordinances and regulations of Palm Beach County and the City of Lake Worth will apply to this contract.

13. HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly.

If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action, or lawsuit.

14. CONTRACT COMPLETION TIME

The time for completion of the contract shall be specified by the proposer in their proposal document. Completion time shall be a consideration in determining the contract award. Failure to comply with stated completion time shall be cause for imposition of liquidated damages and/or action against the contractor's performance bond.

15. EXECUTION OF CONTRACT AGREEMENT

The contract Agreement shall be signed by the Contractor and satisfactory bonds and certificate of insurance furnished within fourteen (14) calendar days after receipt of Notice of Award. In case of failure on the part of the Contractor to comply as required, the bid security (Bid Bond) accompanying the proposal will be forfeited to the City. Award may then be made to the second highest ranked proposer; or the work may be re-bid, at the City's option.

16. SUBLETTING OR ASSIGNING CONTRACT

Contract Agreement will be awarded with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under his immediate superintendence; and the contract shall not be sublet to another contractor except with the written consent of the City of Lake Worth. In no event will the Contractor be released from responsibility.

In the event subletting is permitted by the City, the subcontractor shall be obligated to provide all insurance and bonds as noted herein, unless covered by the contractor's policy and/or bonds.

17. POWER OF ATTORNEY

Attorney-in-fact who signs bonds must file with such bond a certified copy of their power of attorney to sign such bonds.

18. DAVIS/BACON ACT- NOT APPLICABLE.

19. STAFF ASSIGNMENT

The City reserves the right to approve or reject, for any reason, proposer's staff assigned to this project at any time.

## **SECTION IV – SCOPE OF WORK**

### **GENERAL INFORMATION**

#### **PURPOSE**

The City of Lake Worth Utilities Department is soliciting proposals from qualified firms for the contract maintenance, rehabilitation, repair, and repainting of water tanks in the system. It is the intent of the R.F.P. to determine the most qualified firm to which the City could contract these services. Contract extensions could be negotiated prior to the expiration of the original agreement.

#### **SCOPE**

It is the responsibility of each prospective contractor interested in this proposal to inspect the tanks prior to the submission of their proposal. All inspections of the tanks shall be made by an engineer who holds a National Association of Corrosion Engineers Certification. Prior to the scheduling of any inspections, the bidder must submit in writing the name and certificate number of the inspector and a copy of the general liability insurance held by the bidder. Inspections of the tank may be made by contacting Michael Thew, Water Systems Superintendent, at (561) 586-1671 two weeks prior to November 22nd.

Each contractor is responsible for testing the current materials in place on each tank for hazardous content. All work must comply with OSHA Confined Space Entry, Florida Department of Environmental Regulation (DEP), A.W.W.A., and N.S.F. regulations. Proposals will be considered, and should be written to provide the contracted maintenance of the following tanks:

1. 300,000 gallon spheroid tank located on the northeast corner of I-95 and 6<sup>th</sup> Avenue South in Lake Worth, Florida.
2. 300,000 gallon double ellipsoidal tank located on the southeast corner of 22<sup>nd</sup> Avenue North and D Street in Lake Worth, Florida.

**ITEMS TO BE ADDRESSED IN THE PROPOSAL**

The details of this proposal shall include information on all of the following items. Additionally, each prospective contractor may submit such other information as deemed appropriate for the proper evaluation of his or her proposal.

- A. Proposals shall include an informative narrative report introducing your firm. Additionally, a statement of qualifications and a resume detailing the experience of all individuals responsible for providing professional service under this contract should be submitted. Principals involved should be listed along with their names and addresses of the individuals placed in charge for the administrations of the terms and conditions of the contract. A detailed reference list should be provided which documents a minimum ten (10) year history of maintenance programs. The reference listing must include dates contracts were secured, name of primary contact person, and general description of all services provided. The reference list shall include a list of no less than ten (10) active program accounts. Phone numbers of contact individuals should be listed.
- B. Proposal shall include the details of appropriate work and renovation plan for each tank specified. This shall include but not be limited to, the evaluation of the tank with particular regard to the internal and external structural condition of the tank and any of its appurtenances need for painting and condition of the foundation. When applicable, methods for handling and disposing of hazardous wastes should be explained.
- C. Proposals shall describe the particular details of all structure or miscellaneous repairs necessary for each tank. This should include the need for steel replacement, steel parts, expansion joints, water level indicators, sway rods, manhole covers and gaskets, and any other components of the tank or tower.
- D. Proposals shall also specify the frequency and degree of inspection and cleanout services the Utilities Department could expect under the terms of the maintenance contract. Additionally, each prospective contractor should address the requirements to assume responsibility for all corrections and repairs to the tank necessitated by acts of vandalism or through normal deterioration.
- E. A detailed proposal shall also include the plans for the painting of each water tank. Details of the proposal should include surface preparation and specification of coatings recommended. All painting products and procedures shall meet or exceed the requirements of the American Water Works Association and the Steel Structures Painting Council as to surface preparation, coating material, and disinfection. In addition, all regulations of the Florida DEP will be strictly followed. Additionally, a method for determining the scheduling for future repainting should be addressed for all the tanks. Any permits, approvals, etc., required by the Florida DEP will be the responsibility of the successful contractor.
- F. Within the report and proposal, each bidder must give location of the office that will service the maintenance contract. Names and phone numbers of specific maintenance program coordinators should be listed.
- G. Each bidder shall submit a detailed contractor's insurance certificate. This insurance certificate should detail all levels of insurance that may be required by the City to accept a contractual

obligation.

- H. Each bidder shall submit a formal document stating company policy on all safety procedures. Document procedures to include workers' protection, confined space and general safety procedures.
- I. The City reserves the right to have the tank(s) inspected by a professional firm with experience in tank coatings to evaluate the condition of the tank surfaces while they are under this maintenance contract. If it is determined that work is required on the tanks the required work must be started immediately and completed within 180 days unless extended in writing by the City.

**PROPOSAL RESPONSE FORM-**  
**RFP#00/01-495**

Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your proposal package. All documents noted below must be included in the proposal package.

In accordance with the plans and specifications noted in this RFP document, the total price is as follows (LUMP SUM TOTAL):

\_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ ).

Completion: \_\_\_\_\_ days after Authorization to Proceed.

Required documents attached?	(Yes or No)
- 3 copies of proposal package	_____
- Licenses (copies)	_____
- Schedule of Unit Prices	_____
- List of Subcontractors	_____
- "Drug Free Workplace Certification"	_____
- Acknowledge Addenda # _____, (if any)	_____

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

TAXPAYER I.D. # \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

NAME & TITLE (TYPED) \_\_\_\_\_

DATE \_\_\_\_\_



SCHEDULE OF UNIT PRICES



CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of \_\_\_\_\_  
responding to this RFP maintains a drug-free workplace program,  
and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & title (typed)

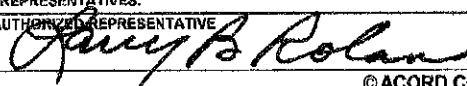
<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		CSR AT UTIL-01	DATE (MM/DD/YY) 01/15/04
PRODUCER Senn, Dunn, Marsh & Roland 3625 N. Elm Street P O Box 9375 Greensboro NC 27429-0375 Phone: 336-272-7161 Fax: 336-346-1397		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		<b>INSURERS AFFORDING COVERAGE</b>	
Utility Service Co., Inc. P. O. Box 1350 Perry, GA 31069		INSURER A: <b>Travelers of Illinois</b>	
		INSURER B: <b>Travelers Indemnity of America</b>	
		INSURER C: <b>Cincinnati Insurance Co.</b>	
		INSURER D: <b>A.I. Specialty Lines Ins. Co.</b>	
		INSURER F:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

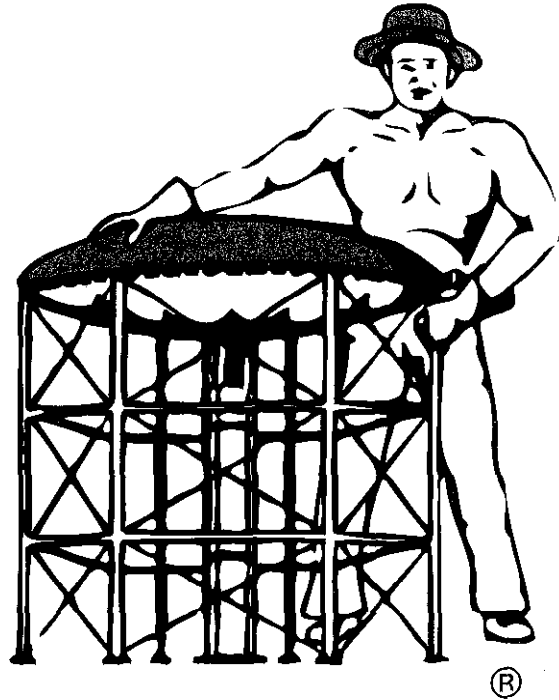
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> X, C, U included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC	VTC2JCO280D0539TTL04	01/01/04	01/01/05	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	VTC2JCAP280D0527TTL04	01/01/04	01/01/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC AGG \$
C	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CCC4490971	01/01/04	01/01/05	EACH OCCURRENCE \$ 10,000,000
					AGGREGATE \$ 10,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> OTHER	VTRHUB280D051504	01/01/04	01/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	<input type="checkbox"/> Pollution Liability (\$25,000)	CPO2673319	08/15/03	08/15/04	Each Loss 5,000,000
					Aggregate 5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 As required by contract, Lee County Board of County Commissioners, its officers and employees are included as additional insured under the general liability.

CERTIFICATE HOLDER Lee County Board of County Commissioners Public Works, Contracts Mgmt. PO Box 398 Fort Myers FL 33902-0398	Y ADDITIONAL INSURED; INSURER LETTER: LEECOUN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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# UTILITY SERVICE co., inc.

## WATER TANK MAINTENANCE CONTRACT

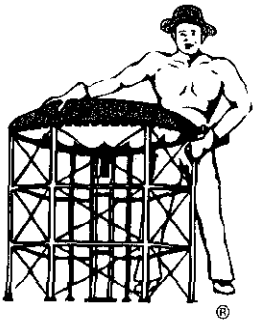


Owner LEE COUNTY, FLORIDA

Tank Size 200,000 ELEVATED

Location NORTH MYERS TANK

Date \_\_\_\_\_



## UTILITY SERVICE co., inc.

535 Courtney Hodges Blvd.  
P.O. Box 1354 • Perry, GA 31069

Phone (478) 987-0303  
(800) 223-3695

Fax (478) 987-2991  
www.utilityservice.com

### WATER TANK MAINTENANCE CONTRACT

This agreement entered into, by, and between Lee County, Florida hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 200,000 gallon water storage tank located at North Fort Myers Tank.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 2004. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.

Biennially, beginning with the first washout/inspection in 2004, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to or exceed the requirements of the Florida Dept. of Environmental Protection, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of **\$8,239.00** has been established for this tank. **This base fee begins in Year 2010. See Addendum No. 1 for Years 2004 through 2009.**

In year **2013** and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components [ANY MODIFICATIONS TO THE TANK, INCLUDING ANTENNA INSTALLATIONS, SHALL BE APPROVED BY UTILITY SERVICE CO., INC. PRIOR TO IMPLEMENTATION AND MAY WARRANT AN INCREASE IN THE ANNUAL FEE]. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.


This contract is subject to cancellation by the Owner only if intent to cancel is received by the Company ninety [90] days prior to the anniversary date. Notice of Cancellation is to be delivered by registered mail and signed by one [1] authorized voting official of the Owner's management and/or Commissioners.

This Agreement signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

OWNER:

UTILITY SERVICE CO., INC.

\_\_\_\_\_

  
\_\_\_\_\_

by \_\_\_\_\_  
title

by **Tim McDaniel, FL Representative**  
title

witness \_\_\_\_\_

witness Regina J. Aitken

seal:

seal:

Addenda to Contract Number 200,000 Elevated-N. Fort Myers Tank, Dated 12-18-03

No. 1

This tank shall receive an exterior renovation prior to the third anniversary of this agreement. This tank shall receive an interior renovation prior to the sixth anniversary of this agreement. The annual fee for Years 2004 and 2005 shall be \$3,491.00 per year. The annual fee for Years 2006 through 2009 shall be \$24,210.00 per year. The annual fee for Year 2010 shall be \$8,239.00.

No. 2

**PAYMENT TERMS:** *The first annual fee shall be due and payable September 1, 2004. Thereafter, the annual fee shall be due and payable September 1 of each consecutive year.*

No. 3

Should Lee County, Florida elect to cancel this agreement prior to remitting the first six [6] annual fees, then the balance due for work completed shall be due and payable within thirty [30] days of notice to cancel.

No. 4

The Company voluntarily agrees to indemnify and hold harmless any public official or employee of Lee County against any and all claims by or on behalf of any person or legal entity arising from the Company's use of Lee County facilities or from any activity permitted by the Company in or about the premises and will further indemnify and hold harmless the County, its departments, divisions, and employees against performance of any agreements on the Company's part or the Company's agents, employees, or licensees, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or about any claim or proceeding brought thereon, all to the extent of the County's liability under general law.

The Company shall indemnify and hold the County harmless from all losses, injuries, or damages, and wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim under the Fair Labor Standards Act or any other federal or state law.

No. 5

**WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK**

**Warranty and Guarantee**

The Company warrants and guarantees to the County that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, test, or approvals referred to in this Section. All unsatisfactory work, all faulty work, and all work not conforming to the requirements of the Contract Documents or such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Company. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Section. Company is to assign any and all warranties or guarantees on equipment, materials, etc. to the County.



## Test and Inspections

If the Contract Documents, laws, ordinances, rules, regulations, or order of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Company, the Company will give the Owner's Representative timely notice of readiness therefore. The Company will furnish the Owner's Representative with the required certificates of inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such work required to be inspected, tested, or approved is covered without written approval of the Owner's Representative, it shall, if requested by the Owner's Representative, be uncovered for observation at the Company's expense. The cost of all such inspections, tests, and approvals shall be borne by the Company unless otherwise provided.

Neither observations by the Owner's Representative, nor inspections, tests, or approvals by persons other than the Company, shall relieve the Company from his obligations to perform the work in accordance with the requirements of the Contract Documents.

## Close Out Procedure

### General Operating/Maintenance Instructions and Manuals

The Company shall organize the annual inspection report into four [4] suitable sets of manageable size and bind into individual binders properly identified and indexed (thumb-tabbed). The Company shall bind each manual of each set in a heavy duty, 3-ring vinyl covered binder, and include pocket folders for folded sheet information. *Mark identification on both front and spine of each binder.*

## Access to the Work

*The County and the Owner's representative shall at all times have access to the work. The Company shall provided proper facilities for such access and observation of the work and also for any inspection or testing thereof by others.*

## Correction or Removal of Defective Work

If required by the Owner's Representative prior to approval of final payment, the Company will, promptly, without cost to the County and as specified by the Owner's Representative, either correct any defective work whether or not fabricated, installed or completed or, if the work has been rejected by the Owner's Representative, remove it from the site and replace it with non-defective work. If the Company does not correct such defective work or remove and replace such rejected work within ten [10] calendar days, all as specified in a written notice from the Owner's Representative, the Owner's Representative may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be paid by the Company. The Company will also bear the expense of making good all work of others destroyed or damaged by his correction, removal, or replacement of his defective work.

One [1] Year Correction Period

If, after the approval of the final payment and prior to the expiration of one [1] year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Company will promptly, without cost to the County, and in accordance with the Owner's Representative's written instructions, either correct such defective work or, if it has been rejected by the Owner's Representative, remove it from the site and replace it with non-defective work. All direct and indirect costs of such removal and replacement shall be paid by the Company.

Owner \_\_\_\_\_  
by \_\_\_\_\_  
date \_\_\_\_\_  
witness \_\_\_\_\_

Utility Service Co., Inc.  
by [Signature]  
date 12-18-03  
witness Regina J. Arthur

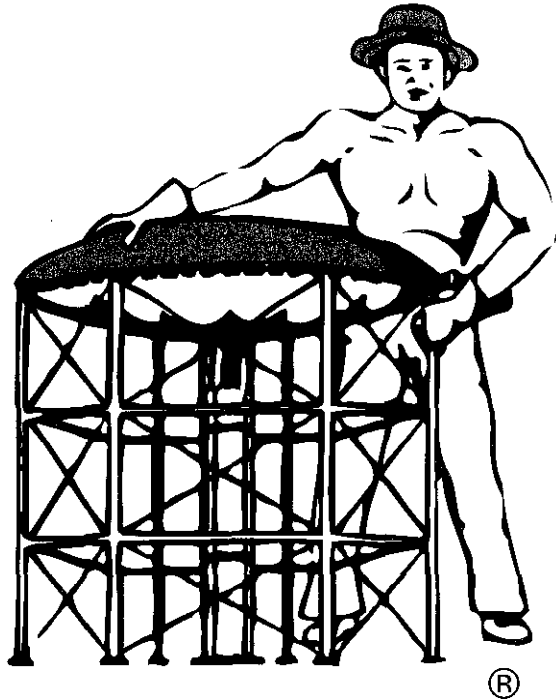
The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.  
The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

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# UTILITY SERVICE co., inc.

## WATER TANK MAINTENANCE CONTRACT

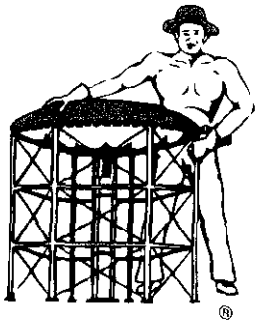


Owner LEE COUNTY, FLORIDA

Tank Size 300,000 ELEVATED

Location TICE TANK

Date \_\_\_\_\_



## UTILITY SERVICE co., inc.

535 Courtney Hodges Blvd.  
P.O. Box 1354 • Perry, GA 31069

Phone (478) 987-0303  
(800) 223-3695

Fax (478) 987-2991  
www.utilityservice.com

### WATER TANK MAINTENANCE CONTRACT

This agreement entered into, by, and between Lee County, Florida hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 300,000 gallon water storage tank located at Tice Tank.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 2004. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.

Biennially, beginning with the first washout/inspection in 2004, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to or exceed the requirements of the Florida Dept. of Environmental Protection, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of **\$10,586.00** has been established for this tank. **This base fee begins in Year 2010. See Addendum No. 1 for Years 2004 through 2009.**

In year **2013** and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components [ANY MODIFICATIONS TO THE TANK, INCLUDING ANTENNA INSTALLATIONS, SHALL BE APPROVED BY UTILITY SERVICE CO., INC. PRIOR TO IMPLEMENTATION AND MAY WARRANT AN INCREASE IN THE ANNUAL FEE]. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

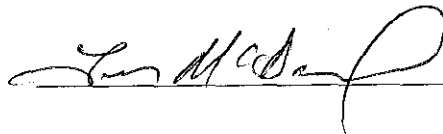
This contract is subject to cancellation by the Owner only if intent to cancel is received by the Company ninety [90] days prior to the anniversary date. Notice of Cancellation is to be delivered by registered mail and signed by one [1] authorized voting official of the Owner's management and/or Commissioners.

This Agreement signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

OWNER:

UTILITY SERVICE CO., INC.


\_\_\_\_\_

  
\_\_\_\_\_

by \_\_\_\_\_  
title

by **Tim McDaniel, FL Representative**  
title

witness \_\_\_\_\_

witness   
\_\_\_\_\_

seal:

seal:

Addenda to Contract Number **300,000 Elevated-Ticc Tank**, Dated **12-18-03**

No. 1

This tank shall receive an exterior renovation prior to the third anniversary of this agreement. This tank shall receive an interior renovation prior to the sixth anniversary of this agreement. The annual fee for Years 2004 and 2005 shall be \$4,486.00 per year. The annual fee for Years 2006 through 2009 shall be \$30,476.00 per year. The annual fee for Year 2010 shall be \$10,586.00.

No. 2

**PAYMENT TERMS:** The first annual fee shall be due and payable September 1, 2004. Thereafter, the annual fee shall be due and payable September 1 of each consecutive year.

No. 3

Should Lee County, Florida elect to cancel this agreement prior to remitting the first six [6] annual fees, then the balance due for work completed shall be due and payable within thirty [30] days of notice to cancel.

No. 4

The Company voluntarily agrees to indemnify and hold harmless any public official or employee of Lee County against any and all claims by or on behalf of any person or legal entity arising from the Company's use of Lee County facilities or from any activity permitted by the Company in or about the premises and will further indemnify and hold harmless the County, its departments, divisions, and employees against performance of any agreements on the Company's part or the Company's agents, employees, or licensees, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or about any claim or proceeding brought thereon, all to the extent of the County's liability under general law.

The Company shall indemnify and hold the County harmless from all losses, injuries, or damages, and wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim under the Fair Labor Standards Act or any other federal or state law.

No. 5

**WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK**

**Warranty and Guarantee**

The Company warrants and guarantees to the County that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, test, or approvals referred to in this Section. All unsatisfactory work, all faulty work, and all work not conforming to the requirements of the Contract Documents or such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Company. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Section. Company is to assign any and all warranties or guarantees on equipment, materials, etc. to the County.

## Test and Inspections

If the Contract Documents, laws, ordinances, rules, regulations, or order of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Company, the Company will give the Owner's Representative timely notice of readiness therefore. The Company will furnish the Owner's Representative with the required certificates of inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such work required to be inspected, tested, or approved is covered without written approval of the Owner's Representative, it shall, if requested by the Owner's Representative, be uncovered for observation at the Company's expense. The cost of all such inspections, tests, and approvals shall be borne by the Company unless otherwise provided.

Neither observations by the Owner's Representative, nor inspections, tests, or approvals by persons other than the Company, shall relieve the Company from his obligations to perform the work in accordance with the requirements of the Contract Documents.

## Close Out Procedure

### General Operating/Maintenance Instructions and Manuals

The Company shall organize the annual inspection report into four [4] suitable sets of manageable size and bind into individual binders properly identified and indexed (thumb-tabbed). The Company shall bind each manual of each set in a heavy duty, 3-ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

## Access to the Work

The County and the Owner's representative shall at all times have access to the work. The Company shall provided proper facilities for such access and observation of the work and also for any inspection or testing thereof by others.

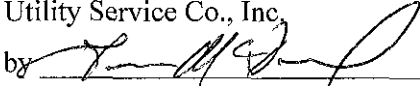
## Correction or Removal of Defective Work

If required by the Owner's Representative prior to approval of final payment, the Company will, promptly, without cost to the County and as specified by the Owner's Representative, either correct any defective work whether or not fabricated, installed or completed or, if the work has been rejected by the Owner's Representative, remove it from the site and replace it with non-defective work. If the Company does not correct such defective work or remove and replace such rejected work within ten [10] calendar days, all as specified in a written notice from the Owner's Representative, the Owner's Representative may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be paid by the Company. The Company will also bear the expense of making good all work of others destroyed or damaged by his correction, removal, or replacement of his defective work.

One [1] Year Correction Period

If, after the approval of the final payment and prior to the expiration of one [1] year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Company will promptly, without cost to the County, and in accordance with the Owner's Representative's written instructions, either correct such defective work or, if it has been rejected by the Owner's Representative, remove it from the site and replace it with non-defective work. All direct and indirect costs of such removal and replacement shall be paid by the Company.

Owner \_\_\_\_\_  
by \_\_\_\_\_  
date \_\_\_\_\_  
witness \_\_\_\_\_

Utility Service Co., Inc.  
by  \_\_\_\_\_  
date 12-18-03  
witness Regina J. Arthur

The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.  
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