

AGREEMENT FOR ANNUAL – EQUIPMENT RENTAL

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Flagler Construction Equipment, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, whose address is 8418 Palm River Road, Tampa, FL 33619, and whose federal tax identification number is 26-0079832, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase the rental of power and non-power equipment from the Vendor in connection with "Annual – Equipment Rental" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B170516RJD on February 16, 2018; and,

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

WHEREAS, the County posted a Notice of Indended Decision on April 13, 2018; 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, a more specific description of the project scope of work and Specifications is set forth in the section titled Detailed Specifications of B170516RJD as modified by its addenda, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B170516RJD, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for a one (1) year period. There may be an option to extend this Agreement upon the written approval of both the County and the Vendor at the time of extension or renewal for up to three (3) additional one (1) year periods.
- 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 Solicitation No. B170516RJD, 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 work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order 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 address indicated on the purchase order 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 A- Class VII 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.

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.
- 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 fifteen (15) 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 subcontracts 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.

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. 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: Kevin Gray
Title: Governmental Sales Manager
Address: 8418 Palm River Road
Tampa, FL 33619
Telephone: 813-391-8159
Facsimile: 813-630-2233
E-mail: kgray@flaglerce.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>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. 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 No. B170516RJD
 - 4. Vendor's Submittal in Response to Solicitation No. B170516RJD

[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:

Signed By:

Print Name:

Handwritten Signature

5-30-18

FLAGLER CONSTRUCTION EQUIPMENT, LLC

Signed By:

Print Name:

Handwritten Signature

Barton W. Montgomery

Title:

Date:

CEO

5-30-18

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

Handwritten Signature

Vice-CHAIR

DATE:

6-28-18

ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY:

Handwritten Signature

DEPUTY CLERK

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

BY:

Handwritten Signature

OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A DETAILED SPECIFICATIONS

DETAILED SPECIFICATIONS FOR B170516RJD, ANNUAL - EQUIPMENT RENTAL

1. SCOPE

- 1.1 The intent of this solicitation is to establish a contract for the rental of power and non-power equipment, on an as-needed basis, for various Lee County departments and divisions.
- 1.2 Lee County reserves the right to add like items to contract as may be in the best interest of Lee County. Any such added items shall be provided to Lee County at the discount rate provided on the Bid Proposal form included in this solicitation.

2. PRICING

- 2.1 This is an annual contract, which is not for any specific project. Work will be authorized, scheduled, funded, and accounted for by the issuance of a Purchase Order, by the requesting department, division, or other governmental entity.
- 2.2 Bidder shall provide actual price to County for the items specified on the Bid Proposal form included in this solicitation. Should Bidder be unable to quote items specified in the list, Vendor should write "N/A" or "NO-Bid" in the price column. The proposal includes daily, weekly, and monthly rates for all equipment.
- 2.3 Lee County shall be eligible for any additional discounts, specials and/or promotions offered by the Vendor during the term of the contract should those discounts, specials and/or promotions offer a lower cost to the County.
- 2.4 All rates shall be quoted based on an eight (8) hour work shift. For the purposes of this quote, a day shall consist of eight (8) hours, a week shall consist of five (5) work days (40 hours), and a month shall consist of twenty (20) work days (160 hours).
- 2.5 One day rentals will be returned twenty-four (24) hours after pick up.
- 2.6 All miscellaneous charges (i.e., Environmental Charge, Battery Disposal Fees, Delivery Fee, per mileage fee etc.) shall require prior written approval by County personnel and must be included with invoice.
- 2.7 All rates quoted shall be for equipment only, operators are not required. All equipment rented by the County shall be in good operating condition and ready to function; including a full tank of fuel. Units will be returned with a full fuel tank. Lee County will not be responsible for cleaning the equipment before it is returned to the Vendor.
- 2.8 Overtime rates shall be calculated as follows:
 - a. Daily Rentals: The rate for overtime shall be 1/8 of the daily rate for each hour in excess of 8, or weekly.
 - b. Weekly Rentals: The rate for overtime shall be 1/40 of the weekly rate for each hour in excess of 40, or monthly.
 - c. Monthly Rentals: The rate for overtime shall be 1/160 of the monthly rate for each hour in excess of 160 hours.
- 2.9 The quoted rates shall include all standard accessories necessary to make the equipment operable.

3. PRICE ESCALATION/DE-ESCALATION

- 3.1 Pricing submitted in response to this ITB will be valid for the initial term of the contract, and no price increase will be authorized for 365 calendar days after the effective date of the contract. Thereafter, on an annual basis any request

EXHIBIT A DETAILED SPECIFICATIONS

for escalation in pricing must be submitted to the County for evaluation and will be no greater than the Bureau of Labor Statistics, Producer Price Index (PPI) price increase for the most recent twelve (12) month period.

- A. The rates may increase annually a not to exceed maximum of 4% or per the PPI Index, whichever is less. The PPI Index to be utilized shall be the U.S. Bureau of Labor Statistics web site, PPI-Final Demand, Series WPUFD4, Not Seasonally Adjusted (NSA); https://data.bls.gov/timeseries/WPUFD4?output_view=pct_12mths.

3.2 The month applicable shall be the third month prior to renewal or anniversary of contract and the year applicable shall be the current year in which the request is being made. The request to increase rates must be made in writing to Lee County Procurement Management and supported by detailed justification which warrants the requested increase. The Vendor shall submit its written request at least sixty (60) days prior to the renewal date / anniversary of the agreement in order for a request to be considered by the County. The County shall review the Vendor's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase. Failure by the Vendor to request an increase in rates in accordance with these terms shall result in the continuation of the rates contained in the agreement until the next scheduled rate increase request date. If the request is not made within the timeframe specified above, an increase for that year will be forfeited. No retroactive contract price adjustments will be allowed. An increase, which Procurement Management determines is excessive, regardless of any documentation supplied by the Vendor, may be cause for cancellation of the contract by Procurement Management. Procurement Management will notify using agencies and Vendor in writing the effective date of any increase approval. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.

3.3 Price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County Immediately. Failure to do so will result in action to recoup such amounts.

4. SAFETY

- 4.1 All equipment rented to Lee County shall be maintained in safe operating condition at all times, free from defects or wear, which may in any way constitute a hazard to any person or property. All electrical equipment will be properly grounded.
- 4.2 As applicable, the equipment shall meet all commercial and OSHA safety standards, and include, but not limited to, the following safety features:
- a. Protection from pinch and crush points
 - b. Labeling of all controls
 - c. Non-skid surface(s) for operator areas
 - d. Protective guards over all moving parts
 - e. Handles and guards where necessary
 - f. Alarms
 - g. Seatbelts
- 4.3 Warning and instruction labels shall be conspicuously placed and easily readable (i.e., not covered with dirt or grease) on all equipment where applicable.
- 4.4 The awarded Vendor(s) shall have up-to-date, professional quality equipment.

5. TRAINING

- 5.1 Upon request by Lee County personnel, the awarded Vendor(s) shall provide fundamental training in the basic and safe operations of the rented equipment. There shall be no extra charge for this training.

5. SERVICING OF EQUIPMENT

- 6.1 All servicing of equipment, during and at the end of the rental period, shall be the Vendor's responsibility at no additional cost to the County.

EXHIBIT A DETAILED SPECIFICATIONS

7. PREVENTATIVE MAINTENANCE – LEE COUNTY'S RESPONSIBILITY

- 7.1 Lee County will be responsible for performing, and purchasing the necessary supplies for, the following preventative maintenance items:
- a. Fuel for the equipment (upon use of initial full fuel tank)
 - b. Vital fluid level check (i.e., oil) on a timetable as specified by the renting agency
 - c. General lubrication check (i.e., greasing) on a timetable as specified by the renting agency

8. PREVENTATIVE MAINTENANCE – VENDOR'S RESPONSIBILITY

- 8.1 If requested, the Vendor shall provide County personnel with a walk-through of preventative maintenance procedures. Further, all instructional labels covering these procedures affixed to the equipment shall be clean (i.e., not covered with dirt or grease) and easily readable.
- 8.2 It shall be the Vendor's responsibility to inform appropriate County personnel of the preventative maintenance required for each piece of equipment when the County takes possession of the unit(s).
- 8.3 The following preventative services should be done by the Vendor unless otherwise agreed upon by the Vendor and a County representative:
- a. Oil & filter changes
 - b. Air filter changes
 - c. Any other consumable items etc.

9. NORMAL WEAR AND TEAR

- 9.1 For the purposes of this quote, "normal wear and tear" shall be defined as that which would be expected to result from the use of the equipment under normal circumstances, provided the equipment is properly maintained and serviced.
- 9.2 Lee County will not pay for normal wear and tear on any rented equipment (i.e., normal wear on track equipment).

10. EQUIPMENT REPAIRS

- 10.1 Lee County will be responsible for repairs to rented equipment only when repairs are necessary due to either obvious abuse or physical accident (where the County is found at fault).
- 10.2 Any charges (i.e., for repairs) in addition to the normal rental rate shall be documented and submitted to the Lee County ordering department within five (5) working days following the return of the equipment.

11. EQUIPMENT PICK UP AND RETURN

- 11.1 Unless otherwise requested, Lee County departments and divisions will pick up and return all rented equipment.
- 11.2 If delivery is needed, the County requesting Department shall negotiate and approve delivery terms with the Vendor. The delivery fee shall not exceed the daily rental rate of the ordered equipment.
- 11.3 Vendor shall promptly pick up/accept any return for items incorrectly shipped, ordered, or delivered in unsafe and/or damaged condition, at no cost to the County.
- 11.4 Delivery rate shall encompass all locations within Lee County.

12. EQUIPMENT FAILURE

- 12.1 In the event rented equipment fails at the job site, it shall be the Vendor's responsibility to, at his/her expense, either perform on-site repairs or deliver to the site an equal replacement and remove the failed unit.
- 12.2 The length of the equipment downtime shall be deducted from the total rental charge for the unit. Downtime shall be measured in hours, and fractions thereof. For the purposes of this quote, downtime shall begin when the County

EXHIBIT A DETAILED SPECIFICATIONS

notifies the Vendor of a problem with the equipment, and end when repairs are successfully completed or a replacement unit is in place at the job site.

- 12.3 Should the Vendor be unable to either repair or replace the failed equipment within two (2) hours after notification, Lee County reserves the right to cancel the order without penalty and rent the equipment elsewhere.

13. MAJOR BREAKDOWNS/NATURAL DISASTERS

- 13.1 Lee County requires that the awarded Vendor(s) provide the names of two contact personnel and phone numbers which will afford Lee County access twenty-four hours per day, 365 days per year, to provide rental equipment in the event of major breakdowns or natural disasters.

- 13.2 In cases of an emergency or natural disaster the County has the right to reserve equipment for a period of one week from date of initial notification, at no charge to the County. The County will then decide if the equipment is needed and either cancel the equipment or proceed with the normal rental procedure. If equipment cannot be provided locally the County would expect the awarded Vendor to exhaust every attempt to locate and furnish requested equipment. If you are affiliated with a national company we would expect you to bring in equipment from one of your other locations to meet the needs of the County during the disaster.

End of Detailed Specifications Section

EXHIBIT A DETAILED SPECIFICATIONS

Ver 11/07/2016-2

SPECIAL CONDITIONS FOR B170516RJD, ANNUAL - EQUIPMENT RENTAL

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. BASIS OF AWARD

Following the County's rights as described and reserved herein, multiple Vendors may be awarded contracts under this solicitation. When equipment is needed, the lowest priced Vendor for the specified equipment item shall be contacted for rental purchase. The County further reserves the right to contact additional awarded Vendors when the lowest priced Vendor is unable to meet the needs of the requesting Department or as deemed in the best interest of the County or requesting Department.

2. TERM

The successful bidder 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 successful bidder at the time of extension or renewal for three (3), additional one (1) year periods.

3. LOCAL VENDOR PREFERENCE EXCLUSION

Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contain herein are non-applicable to this solicitation and subsequent contract and/or purchase order(s).

4. RENTAL AGREEMENT

In the event a "Vendor Rental Agreement" must be signed by the County, prior to receipt of rental equipment, it shall be understood that the terms of this solicitation package, associated contract documents, and/or purchase order terms and conditions shall prevail.

End of Special Conditions Section

EXHIBIT A DETAILED SPECIFICATIONS



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: February 19, 2018

Solicitation No.: B170516RJD

Solicitation Name: ANNUAL – EQUIPMENT RENTAL

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.

1. ARTICLE REVISIONS

Delete Article 1.0 – 26.0: Supplemental Conditions and Contract Provisions for Non-Federal Entity Contracts Under Federal Awards pages 20-26.

2. REQUIRED FORMS

Delete Required Form #8, No Lobbying Certification & Form LLL Disclosure, from required forms list on page 28.

Delete Required Form #9, Immigration Law Affidavit Certification (E-Verify), from required forms list on page 28.

Delete Form #8, Certification Regarding Lobbying & Form LLL Disclosure form on page 40 and 41.

Delete Form #9, Immigration Law Affidavit Certification form on page 42.

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.


Buyer
Lee County Procurement Management

EXHIBIT B FEE SCHEDULE

FLAGLER CONSTRUCTION EQUIPMENT, LLC FEE SCHEDULE - ANNUAL EQUIPMENT RENTAL				
Equipment Description/Specifications	Min HP	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
Compact Track Loader	41HP	\$320.00	\$800.00	\$1,980.00
MFG / Model # / or Equivalent quoted: Takeuchi TL6R				
Compact Track Loader	74HP	\$410.00	\$1,025.00	\$2,300.00
MFG / Model # / or Equivalent quoted: Takeuchi TL10				
Compact Track Loader	78HP	\$400.00	\$1,000.00	\$2,500.00
MFG / Model # / or Equivalent quoted: Takeuchi TL12				
Compact Loader Attachments	-	\$50.00	\$125.00	\$300.00
MFG / Model # / or Equivalent quoted: Pallet Forks				
Front End Wheel Loader with up to 7 Cubic Yard Bucket	-	\$2,050.00	\$5,100.00	\$12,800.00
MFG / Model # / or Equivalent quoted: Volvo L220H				
Front End Crawler Loader with up to 4 Cubic Yard Bucket	-	\$900.00	\$2,250.00	\$5,500.00
MFG / Model # / or Equivalent quoted: Volvo L110H				
Mini Excavator - Minimum 2 TON	-	\$180.00	\$450.00	\$1,125.00
MFG / Model # / or Equivalent quoted: Volvo EC20D				
Mini Excavator - Minimum 3.5 TON	-	\$235.00	\$585.00	\$1,450.00
MFG / Model # / or Equivalent quoted: Volvo EC35D				
Mini Excavator - Minimum 5-6 TON	-	\$325.00	\$810.00	\$2,100.00
MFG / Model # / or Equivalent quoted: Volvo EC60E				
Excavator - Steel Track - Minimum 14 TON	-	\$595.00	\$1,485.00	\$3,700.00
MFG / Model # / or Equivalent quoted: Volvo EC140E				
Excavator - Steel Track - Minimum 25 TON	-	\$900.00	\$2,250.00	\$5,650.00
MFG / Model # / or Equivalent quoted: Volvo EC220E				
Excavator - Steel Track - Minimum 30 TON	-	\$1,050.00	\$2,600.00	\$6,525.00
MFG / Model # / or Equivalent quoted: Volvo EC250E				
Excavator - Steel Track - Minimum 35 TON	-	\$1,400.00	\$3,510.00	\$8,775.00
MFG / Model # / or Equivalent quoted: Volvo EC350E				

EXHIBIT B FEE SCHEDULE

Excavator Attachments	-	\$1,200.00	\$3,000.00	\$5,000.00
MFG / Model # / or Equivalent quoted: Hydraulic Breaker				
Single Drum Vibratory Roller, 54" drum width	-	\$345.00	\$860.00	\$2,200.00
MFG / Model # / or Equivalent quoted: Volvo SD45				
Single Drum Vibratory Roller, 66" drum width	-	\$395.00	\$990.00	\$2,500.00
MFG / Model # / or Equivalent quoted: Volvo SD75				
Single Drum Vibratory Roller, 84" drum width	-	\$615.00	\$1,530.00	\$3,825.00
MFG / Model # / or Equivalent quoted: Volvo SD115				
Double Drum Vibratory Roller, 36"	-	\$235.00	\$585.00	\$1,450.00
MFG / Model # / or Equivalent quoted: Volvo DD25				
Double Drum Vibratory Roller, 48"	-	\$840.00	\$2,100.00	\$4,725.00
MFG / Model # / or Equivalent quoted: Volvo DD110				
Hydro Seeder (towable)	-	-	-	\$1,900.00
MFG / Model # / or Equivalent quoted: Finn T60T Hydroseeder				
Off-Road Water Truck, 2500 gal minimum	-	\$1,500.00	\$3,600.00	\$9,000.00
MFG / Model # / or Equivalent quoted: Volvo A25G with 5000 Gallon Water Tank				
Discount Rate – Non Listed Equipment		Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
Percent Off Equipment Not Listed on Bid Form		10%	10%	10%

EXHIBIT C INSURANCE REQUIREMENTS

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INSURANCE GUIDE



Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's 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, and 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 Chapter 440, Florida Statutes, 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."

EXHIBIT C INSURANCE REQUIREMENTS

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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
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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. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section