

**AGREEMENT FOR  
CORRUGATED POLYETHYLENE PIPE AND RELATED ITEMS**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Ferguson Enterprises, Inc., a Virginia corporation authorized to do business in the State of Florida, whose address is 12500 Jefferson Avenue, Newport News, Virginia, 23602, and whose federal tax identification number is 54-1211771, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase corrugated polyethylene pipe and related items from the Vendor in connection with "Corrugated Polyethylene Pipe and Related Items" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B180357JJB on August 28, 2018 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on October 10, 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 Services is set forth in Scope of Work of the Solicitation, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B180357JJB, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

**II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue for a one (1) year period. There may be an option to extend this Agreement upon the mutual written agreement of both the County and the Vendor at the time of extension or renewal for three (3) additional one (1) year periods. The effective date shall be February 1, 2019.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services shall be delivered in accordance with Exhibit B, Fee Schedule, attached hereto and incorporated herein. The schedule shall commence on the date of the purchase order.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any 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 County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

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

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

**VI. LIABILITY OF VENDOR**

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

## **VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ 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](mailto: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. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

## **XI. COMPLIANCE WITH APPLICABLE LAW**

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

## **XII. TERMINATION**

- A. The County shall have the right at any time upon 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 reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely delivery, inadequate product delivered, or inadequate product performance and the Vendor shall comply with such demand within 15 days.



- D. 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. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

#### **XV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

#### **XVI. 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:

Ferguson Enterprises Inc.'s  
Representative:

Name: Kevin M. Murphy

Title: President

Address: 12500 Jefferson Avenue  
Newport News, VA, 23602

Telephone: 239-280-8219

Facsimile: 239-433-0405

E-mail: Joderek.adams@ferguson.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. B180357JJB
  - 4. Vendor's Submittal in Response to the Solicitation No. B180357JJB

[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: [Signature]  
Print Name: JoDerek Adams

**Ferguson Enterprises, Inc.**

Signed By: [Signature]  
Print Name: MARK MCFALLS  
Title: GENERAL MANAGER  
Date: 11/1/2018

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
VICE CHAIR

DATE: 12/21/2018

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: [Signature]  
DEPUTY CLERK

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

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY



## EXHIBIT A SCOPE OF SERVICES

Ver 11/27/2016-4

### SCOPE OF WORK AND SPECIFICATIONS FOR

#### B180357JJB, ANNUAL – CORRUGATED POLYETHYLENE PIPE AND RELATED ITEMS

#### 1. SCOPE

1.1 The Lee County Board of County Commissioners (BOCC) desires to purchase Corrugated Polyethylene pipe and related items for the Lee County Department of Transportation, and any other Lee County Departments as required, on an "as-needed" basis. The Corrugated Polyethylene pipe and related materials shall be furnished and delivered by the awarded Vendor to the location(s) as listed herein.

1.2 No amount of work is guaranteed upon the execution of an Agreement/Contract.

#### 2. DELIVERY REQUIREMENTS

2.1 Shipments shall be F.O.B. Destination. The total unit price quoted by the Vendor must include Freight.

2.2 There shall be no minimum dollar amount required per purchase.

2.3 All shipments will be received between the hours of 8:00 a.m. and 4:00 p.m. eastern time, Monday through Thursday, within five (5) calendar days from receipt of order placed by an authorized member of Lee County Department of Transportation or other Lee County requesting department(s).

2.4 The County reserves the right to add or delete delivery locations at its discretion at any time throughout the term of the awarded contract.

2.5 The delivery driver must present a photo I.D. upon delivery. The photo I.D. must show the driver is an employee of either the trucking company or the awarded Vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE).

2.6 The delivery vehicle must be equipped to safely handle and unload product(s). The pipe must be loaded on the truck in such a manner that allows for the use of a fork lift to unload the pipe at our locations.

2.7 The Vendor shall make "Emergency" deliveries within 24 hours from receipt of order placed by an authorized member of Lee County Department of Transportation.

2.8 An "Emergency" delivery is defined as a delivery which is necessary in order to prevent Lee County from running out of piping or related materials needed for emergency repairs that may impact citizen health and/or safety. Lee County shall make every effort to minimize the number of "Emergency" deliveries.

2.9 Lee County Department of Transportation or other Lee County requesting department(s) shall be responsible for unloading the pipe and related materials.

2.10 Lee County reserves the right to refuse a delivery for one or more of the following reasons:

2.10.1 Deliveries outside of approved timeframe 8:00 a.m. and 4:00 p.m. eastern time, Monday through Thursday. Deliveries will not be made on Fridays unless requested by the ordering department.

2.10.3 The delivery personnel is not practicing proper safety precautions.



## EXHIBIT A SCOPE OF SERVICES

Ver 11/07/2016-4

### **3. DELIVERY LOCATION**

Delivery Locations
Lee County Department of Transportation 5560 Zip Drive Ft. Myers, FL 33905

### **4. PRICING**

4.1 Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract, or initial term of contract whichever applies. Upward price adjustments may be permitted only at the end of each contract period and only where verified to the satisfaction of Lee County Department of "Procurement Management" as provided herein. The CPI Index to be utilized shall be the CPI-All Urban Consumers, not seasonally adjusted, South Region, Series ID CUUR0300SA0. The month applicable shall be the third month prior to the renewal or anniversary of contract and the year applicable shall be the current year in which the request is being made.

4.2 The awarded Vendor(s) shall not give less than 30 days advance written notice of a request for price increase to Procurement Management. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The Vendor shall document the amount and proposed effective date of the change in price. No retroactive contract price adjustments will be allowed. If the Vendor fails to submit a price adjustment with the 30-days prior to the contract renewal date, current contract pricing will continue for the contract renewal period. The price change must affect all accounts serviced by the Vendor. Documentation shall be supplied with Vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the Vendor by others not under the control of the Vendor. Failure by the Vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. Procurement Management may make such verification as deemed adequate. However, 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.

4.3 The Vendor is further advised that 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. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.

4.4 There will be no allowable price escalations for fuel costs throughout any contract period(s).

### **5. PIPE SPECIFICATIONS**

5.1 All material shall be new and unused. Pipe shall meet or exceed the following industry specifications listed herein. The awarded Vendor(s) must provide, upon request of the Lee County Department of Transportation, engineering specification sheets on all pipe and geotextile fabric.

- i. ASTM F 405-82a
- ii. ASTM F 667-82a

## EXHIBIT A SCOPE OF SERVICES

Ver 1/10/2016-4

- iii. AASHTO M 294-91i
- iv. SCS Code 606.
- b. Pipes and fittings shall be made from high density virgin polyethylene material and have a corrugated exterior with a smooth interior finish.
- c. Fittings shall conform to AASHTO M294 and not reduce or impair the overall integrity or function of the pipeline.
- d. Pipe shall be priced by linear foot and supplied in 20' lengths.
- e. A hard rubber gasket (bell E-477) is required for each section of pipe or mitered end purchased. Foam gaskets will not be accepted.

End of Scope of Work and Specifications Section



## EXHIBIT A SCOPE OF SERVICES



Procurement Management Department  
1500 Monroe Street 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.lee.gov.com/procurement](http://www.lee.gov.com/procurement)

Posted Date: August 29, 2018

Solicitation No.: B180357JJB

Solicitation Name: Annual – Corrugated Polyethylene Pipe and Related Items

Subject: Addendum Number 1

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

1.) ATTACHMENT

- B180357JJB Bid Schedule

2.) Questions/Answers

1.	Good morning. Is there a product list for this bid?
Answer	Yes, there is a product list located on the Bid Schedule.

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.

  
Procurement Analyst, Jason Bezak  
Lee County Procurement Management

# EXHIBIT A SCOPE OF SERVICES

LEE COUNTY SOUTH WEST FLORIDA		PROCUREMENT MANAGEMENT BID/PROPOSAL FORM			
COMPANY NAME:		B180357JJB, Annual - Corrugated Polyethylene Pipe and Related Items			
SOLICITATION:		Having carefully examined the Contract Documents, Contractor proposes to furnish the following which meet these specifications.			
<p><b>PRICING</b></p> <p>Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Exact document pricing formula for convenience, however it is the Contractor's responsibility to verify all pricing and extensions are CORRECT. Lee County is not responsible for errors in formulas or calculations submitted within Exact document(s).</p> <p><b>AWARD</b></p> <p>The basis of award shall be determined by the lowest Grand Total (Section "A" - Section "D") of the most responsive, responsible, and qualified vendor(s) meeting all bid specifications. Bidders are required to bid on all line items to be considered for award. Failure to bid all line items will deem your company as non-responsive.</p> <p>The County reserves the right to award to the Contractor(s) whose prices, in its sole judgment, are the most realistic in terms of provision of the best services and in the best interest of the County. Additionally, the County reserves the right to reject any and all bids at any time, unconditionally, and without cause.</p> <p>When awards are made to multiple bidders the County reserves the right to assign a status of Primary and Secondary as applicable. The Primary vendor will be the first contract. If the Primary is unable to fulfill the need or meet the timeline required the Secondary would be the next order of contract, as applicable. Additionally the order of the award can be changed as a result of sufficient or non-compliance performance. The County also reserves the right during the Contract term to award the contract to the next ranking compliant bid if it is in the best interest of the county.</p> <p><b>REMINDER</b></p> <p>In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and unit(s) will be considered the price.</p> <p>The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.</p> <p>PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your final copy submission package and provided the exact version with your digital submission package.</p>					
<b>CORRUGATED POLYETHYLENE PIPE AND RELATED ITEMS</b>					
<b>Section A- Corrugated Polyethylene Pipe: Non-Perforated, Type S, Double Wall Bell and Spigot</b>					
<b>Corrugated Pipe</b>					
Item	Description	Unit	Estimated Annual Quantities	Unit Price	Extension
1	12" Pipe Diameter ADS WT Pipe (Black)	LF	50	\$	\$
2	15" Pipe Diameter ADS WT Pipe (Black)	LF	50	\$	\$
3	18" Pipe Diameter ADS WT Pipe (Black)	LF	50	\$	\$
4	24" Pipe Diameter ADS WT Pipe (Black)	LF	50	\$	\$
5	36" Pipe Diameter ADS WT Pipe (Black)	LF	50	\$	\$
6	42" Pipe Diameter ADS WT Pipe (Black)	LF	50	\$	\$
7	12" Pipe Diameter ADS HP Pipe (Grey)	LF	500	\$	\$
8	15" Pipe Diameter ADS HP Pipe (Grey)	LF	1,000	\$	\$
9	18" Pipe Diameter ADS HP Pipe (Grey)	LF	7,000	\$	\$
10	24" Pipe Diameter ADS HP Pipe (Grey)	LF	7,000	\$	\$
11	36" Pipe Diameter ADS HP Pipe (Grey)	LF	1,000	\$	\$
12	42" Pipe Diameter ADS HP Pipe (Grey)	LF	50	\$	\$



# EXHIBIT A SCOPE OF SERVICES

13		Total for Section A:			\$
Section B - Corrugated Polyethylene Pipe: Non-Perforated, Type S, Double Wall Couplers, Fittings and Grates					
Split Couplers					
Item	Description	Unit	Quantity	Unit Price	Extension
1	12" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
2	15" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
3	18" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
4	24" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
5	36" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
6	42" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
7	12" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	\$
8	15" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	\$
9	18" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	\$
10	24" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	\$
11	36" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	\$
12	42" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	\$
13	Total for Split Couplers Section:			\$	\$
Lightweight Fittings-T's					
Item	Description	Unit	Quantity	Unit Price	Extension
1	12" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
2	15" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
3	18" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
4	24" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
5	36" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
6	42" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
7	12" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	\$
8	15" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	\$
9	18" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	\$
10	24" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	\$
11	36" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	\$
12	42" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	\$
13	Total for Fabricated Fittings - T's Section:			\$	\$
Grates: In Ductile Ductile Cast Iron, Steel or Plastic					
Item	Description	Unit	Quantity	Unit Price	Extension
1	Pedestrian H-10 18" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
2	Pedestrian H-10 24" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
3	Standard H-25 24" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$
4	Standard H-25 30" Pipe Diameter ADS WT Pipe (Black)	LF	10	\$	\$



# **EXHIBIT A** **SCOPE OF SERVICES**

5.	Pedestrian H-10 18" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	1
6.	Pedestrian H-10 24" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	1
7.	Standard H-25 24" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	8
8.	Standard H-25 30" Pipe Diameter ADS HP Pipe (Grey)	LF	10	\$	6
9.	Total for Gutes Section:				\$
10.	Total for Section B:				\$
11.	<b>GRAND TOTAL:</b>				\$

\*\*Quantities are not guaranteed. Final payment will be based on actual quantities.

## EXHIBIT B FEE SCHEDULE

<b>PRIMARY VENDOR</b>			
<i>Section A- Corrugated Polyethylene Pipe: Non-Perforated, Type S, Double Wall Bell and Spigot</i>			
Item	Description	Unit	Unit Price
1	12" Pipe Diameter ADS WT Pipe (Black)	LF	\$4.97
2	15" Pipe Diameter ADS WT Pipe (Black)	LF	\$7.22
3	18" Pipe Diameter ADS WT Pipe (Black)	LF	\$9.45
4	24" Pipe Diameter ADS WT Pipe (Black)	LF	\$15.92
5	36" Pipe Diameter ADS WT Pipe (Black)	LF	\$28.26
6	42" Pipe Diameter ADS WT Pipe (Black)	LF	\$38.54
7	12" Pipe Diameter ADS HP Pipe (Grey)	LF	\$7.01
8	15" Pipe Diameter ADS HP Pipe (Grey)	LF	\$8.74
9	18" Pipe Diameter ADS HP Pipe (Grey)	LF	\$11.54
10	24" Pipe Diameter ADS HP Pipe (Grey)	LF	\$19.45
11	36" Pipe Diameter ADS HP Pipe (Grey)	LF	\$33.17
12	42" Pipe Diameter ADS HP Pipe (Grey)	LF	\$42.59
<i>Section B - Corrugated Polyethylene Pipe: Non-Perforated, Type S, Double Wall Couplers, Fittings and Grates</i>			
Item	Description	Unit	Unit Price
1	12" Pipe Diameter ADS WT Pipe (Black)	LF	\$9.25
2	15" Pipe Diameter ADS WT Pipe (Black)	LF	\$15.40
3	18" Pipe Diameter ADS WT Pipe (Black)	LF	\$26.23
4	24" Pipe Diameter ADS WT Pipe (Black)	LF	\$36.99
5	36" Pipe Diameter ADS WT Pipe (Black)	LF	\$119.65
6	42" Pipe Diameter ADS WT Pipe (Black)	LF	\$175.13
7	12" Pipe Diameter ADS HP Pipe (Grey)	LF	\$9.25
8	15" Pipe Diameter ADS HP Pipe (Grey)	LF	\$15.40
9	18" Pipe Diameter ADS HP Pipe (Grey)	LF	\$26.23
10	24" Pipe Diameter ADS HP Pipe (Grey)	LF	\$36.99
11	36" Pipe Diameter ADS HP Pipe (Grey)	LF	\$119.65
12	42" Pipe Diameter ADS HP Pipe (Grey)	LF	\$175.13
<i>Fabricated Fittings-T's</i>			
Item	Description	Unit	Unit Price
1	12" Pipe Diameter ADS WT Pipe (Black)	LF	\$145.82
2	15" Pipe Diameter ADS WT Pipe (Black)	LF	\$443.56
3	18" Pipe Diameter ADS WT Pipe (Black)	LF	\$650.92
4	24" Pipe Diameter ADS WT Pipe (Black)	LF	\$1,332.92
5	36" Pipe Diameter ADS WT Pipe (Black)	LF	\$2,036.97
6	42" Pipe Diameter ADS WT Pipe (Black)	LF	\$3,591.00
7	12" Pipe Diameter ADS HP Pipe (Grey)	LF	\$ 420.48
8	15" Pipe Diameter ADS HP Pipe (Grey)	LF	\$620.99
9	18" Pipe Diameter ADS HP Pipe (Grey)	LF	\$818.53

**EXHIBIT B  
FEE SCHEDULE**

10	24" Pipe Diameter ADS HP Pipe (Grey)	LF	\$1,257.70
11	36" Pipe Diameter ADS HP Pipe (Grey)	LF	\$2,150.75
12	42" Pipe Diameter ADS HP Pipe (Grey)	LF	\$2,504.54
<i>Grates: In Ductile, Ductile Cast Iron, Steel or Plastic</i>			
Item	Description	Unit	Unit Price
1	Pedestrian H-10 18" Pipe Diameter ADS WT Pipe (Black)	LF	\$133.25
2	Pedestrian H-10 24" Pipe Diameter ADS WT Pipe (Black)	LF	\$232.68
3	Standard H-25 24" Pipe Diameter ADS WT Pipe (Black)	LF	\$738.00
4	Standard H-25 30" Pipe Diameter ADS WT Pipe (Black)	LF	\$892.78
5	Pedestrian H-10 18" Pipe Diameter ADS HP Pipe (Grey)	LF	\$133.25
6	Pedestrian H-10 24" Pipe Diameter ADS HP Pipe (Grey)	LF	\$232.68
7	Standard H-25 24" Pipe Diameter ADS HP Pipe (Grey)	LF	\$738.00
8	Standard H-25 30" Pipe Diameter ADS HP Pipe (Grey)	LF	\$892.78



## EXHIBIT C INSURANCE REQUIREMENTS



### 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  
P.O. Box 398  
Fort Myers, Florida 33902

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

### Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.
3. Place the project name and number in the Description of Operations box.
4. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better.

End of Insurance Guide Section