

B250032AVR  
Sandblasting & Industrial Coating- Annual  
Vulcan Construction and Metal Works, LLC

E1 Contract # \_\_\_\_\_

## **AGREEMENT FOR SANDBLASTING & INDUSTRIAL COATING**

**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 Vulcan Construction and Metal Works, LLC, a Florida company, whose address is 2102 NE County Road 1469, Hawthorne, FL 32640, and whose federal tax identification number is 84-2835942, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase protective coating services, including structural repairs, concrete protection, steel protection, and rehabilitation of water and wastewater piping, building, structures and tanks utilizing modified epoxy protective coatings, and any other related services from the Vendor in connection with "Sandblasting & Industrial Coating- Annual" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B250032AVR on January 23, 2025 (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 March 18, 2025; 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 the Scope of Work and Detailed Specifications Section of Solicitation No. B250032AVR, 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 the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1), three (3) year period. There may be an option to renew this Agreement upon the written mutual agreement of the County and the Vendor for a renewal term or terms not to exceed an additional two (2) years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

## **III. COMPENSATION AND PAYMENT**

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

#### **IV. METHOD OF PAYMENT**

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

#### **V. ADDITIONAL PURCHASES**

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

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

#### **VI. LIABILITY OF VENDOR**

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

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

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

## **VIII. RESPONSIBILITIES OF THE VENDOR**

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

- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

#### **IX. OWNERSHIP OF PRODUCTS**

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

## **X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

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

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

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

## **XII. CONTRACT TERMINATION**

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination

that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within 30 days.
- F. 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 XII.

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.

**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. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.

- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Stephanie Morphyades  
 Title: Project Manager  
 Address: 2102 NE County Road 1469  
Hawthorne, FL 32640  
 Telephone: 727-415-6531  
 Facsimile: N/A  
 Email: Vulcancmw@gmail.com

County's Representative

Name: Mary Tucker  
 Title: Procurement  
Management Director  
 Address: P.O. Box 398  
Fort Myers, FL 33902  
 Telephone: (239) 533-8881  
 Facsimile: (239) 485-8383  
 Email: [mtucker@leegov.com](mailto:mtucker@leegov.com)

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
  2. County's Purchase Order
  3. Solicitation
  4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS:

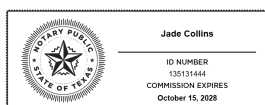
**VULCAN CONSTRUCTION AND METAL WORKS, LLC**

Signed By: *Jade Collins*

Signed By: *Stephanie Morphyades*

Print Name: Jade Collins

Print Name: Stephanie Morphyades

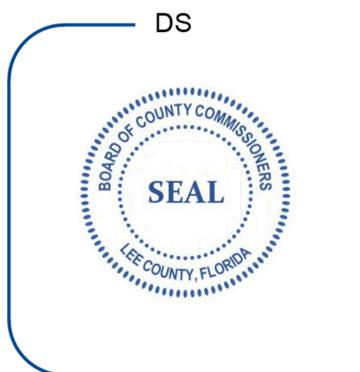


State of Texas  
County of Harris  
135131444  
10/15/2028

Title: Project Manager

Date: 04/07/2025

Electronically signed and notarized online using the Proof platform.



**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

Signed by: *Cecil Pendergrass*

Print Name: Cecil Pendergrass

Title: County Commissioner

Date: 5/8/2025 | 12:17 PM EDT

ATTEST:  
CLERK OF THE CIRCUIT COURT

Signed by: *Melissa Butler*  
BY: DEPUTY CLERK

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

DocuSigned by: *Robert Holborn*  
BY: OFFICE OF THE COUNTY ATTORNEY

## EXHIBIT A

### SCOPE OF WORK AND SPECIFICATIONS

VER 06-12-24

#### SCOPE OF WORK AND DETAILED SPECIFICATIONS

#### 1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners (County) seeks to contract with qualified vendor(s) to perform protective coating services, including structural repairs, concrete protection, steel protection, and rehabilitation of water and wastewater piping, buildings, structures, and tanks utilizing modified epoxy protective coatings and any related services as required by the County on either an as needed or periodic basis.

#### 2. DETAILED SCOPE OF WORK

- 2.1. Vendor shall furnish all necessary permits, labor, equipment, materials, supervision, tools, service and all related incidental required to perform structural repairs and the application of protective coatings to water and wastewater system facilities and other County-maintained infrastructure. The project locations shall primarily be water and wastewater facilities operated and owned by the County. Typical facilities would include locations, but not be limited to, rehabilitation work in wastewater plant structures, water plant structures, tanks, trains, clarifiers, contact basins, digesters, headworks, grit chambers, containment units, manholes, and other water and wastewater processing systems utilizing protective coatings.

#### 3. PROTECTIVE COATING APPLICATION

The Vendor(s) will be responsible for providing the following services:

- 3.1. **Concrete Protection:** Application of modified epoxy coatings or polymorphic resin coatings to protect concrete surfaces in water and wastewater facilities, including treatment plants, reservoirs, and piping systems.
- 3.2. **Steel Protection:** Application of protective coatings to steel structures to prevent corrosion, including but not limited to tanks, pipes, beams, and structural frameworks.
- 3.3. **Specialized Coatings:** Use of other specialized coatings as specified or approved of by the County, which may include anti-corrosion, anti-abrasion, and chemical-resistant coatings.

#### 4. STRUCTURAL REPAIRS

- 4.1. **Concrete Repairs:** Repair of damaged or deteriorating concrete structures prior to coating application. This includes patching, resurfacing, crack repair, neutralize, and any necessary reinforcement.
- 4.2. **Steel Repairs:** Repair and/or replacement of corroded or damaged steel components before coating application. This may include welding, cutting, and fabrication of new steel sections.

#### 5. REHABILITATION OF WATER AND WASTEWATER INFRASTRUCTURE

- 5.1. **Piping Systems:** Rehabilitation and coating of water and wastewater pipes to prevent corrosion and leaks. This includes both interior and exterior pipe coatings.
- 5.2. **Buildings and Structures:** Rehabilitation and coating of associated buildings and structures, including walls, floors, ceilings, and structural components.

VER 06-12-24

- 5.3. **Tanks:** Rehabilitation and coating of water and wastewater storage tanks, ensuring Protection against corrosion and chemical exposure.

## **6. INSPECTION AND QUALITY ASSURANCE**

- 6.1. **Pre-Coating Inspection:** Inspection of surfaces prior to the application of coatings to ensure proper preparation and suitability.
- 6.2. **Post-Coating Inspection:** Verification of coating thickness, adhesion, and coverage to ensure compliance with project specifications.
- 6.3. **Quality Assurance Testing:** Conducting necessary tests (e.g., adhesion tests, holiday testing) to ensure the integrity and durability of applied coatings.

## **7. OTHER RELATED SERVICES**

- 7.1. **Surface Preparation:** Cleaning, sandblasting, grit blasting, or high-pressure water blasting as required for each specific project and may also involve chemical disinfection before coating application.
- 7.2. **Safety and Environmental Compliance:** Adherence to all safety and environmental regulations during the execution of work, including proper disposal of hazardous materials. Vendor shall comply with OSHA regulations and County requirements as is relates to confined spaces. The Vendor must also ensure that all necessary safety measures are in place, including ventilation, monitoring, and emergency procedures.
- 7.3. **Mobilization and Demobilization:** Transport of necessary equipment, materials, and personnel to and from the job site.

## **8. RESPONSIBILITIES OF THE VENDOR**

- 8.1. The Vendor must possess all necessary licenses and certifications required by local, state, and federal authorities.
- 8.2. All work shall be done in accordance with all State and Local law, requirements, and codes.
- 8.3. Vendor shall provide quotes within ten (10) business days of the request from the County.
- 8.4. All equipment and vehicles provided by Vendor to perform their obligations under this Contract shall be maintained by Vendor in a good and safe operating condition throughout the duration of the Contract.
- 8.5. Vendor shall be responsible for examining the site and completing all necessary investigations to inform itself as to all the difficulties involved in completing the task and specifications of assigned work.
- 8.6. Vendor shall provide competent and properly licensed operators for the operation of all equipment employed in the performance of Vendor's obligations under this Contract.
- 8.7. For security purposes, all drivers and representatives of Vendor shall provide photo identification, along with proper credentials, indicating that they are employed and a duly authorized representative of Vendor. Any associated cost incurred by Vendor shall be borne by the Vendor, should access be denied for lack of proper identification.
- 8.8. Vendor shall maintain the work area and work site in a clean and acceptable manner.
- 8.9. All unusable materials and spills shall be removed from the premises immediately and disposed of in an appropriate manner. Upon final completion of work, the awarded Vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Representative. Any cleanup efforts and site must meet all local, State and Federal regulations and requirements. Vendor shall notify the plant personnel immediately upon discovery of a spill.
- 8.10. Vendor shall take all necessary precautions to ensure that no damage is done to the existing

VER 06-12-24

structures, equipment, piping, and other appurtenances during the work, including any steps needed to protect the structure(s) should inclement weather develop before work is complete.

## **9. VENDOR'S USE OF PLANT SITES**

In addition to the requirements of the General Conditions, Vendor shall be responsible for the following:

- 9.1. County occupancy and access to operate existing facilities.
- 9.2. Coordination of site use with County authorized representative.
- 9.3. Responsibility for protection and safekeeping of equipment and products under this Contract.
- 9.4. The Vendor shall commence work within 5 business days following issuance of County Purchase order or as otherwise indicated within the County Purchase Order.
- 9.5. Vendor shall at all times coordinate commencement, delays, and completion of services with County authorized representative requesting work. Vendor shall execute Work with such progress as may be required to prevent delay to the general completion of the project. Execute work quickly and supply adequate personnel, material and equipment so as to complete the Work in the time established by the Contract. At all times, schedule and direct the Work so that it provides an orderly progression to completion within the specified time for completion
- 9.6. Work at the site shall be permitted between 7:00 AM to 5:00 PM unless permission to deviate is granted by the County authorized representative to heavy equipment moving through the residential area outside the hours listed.
- 9.7. Vendor is responsible for locating and protecting all existing utility lines and expansion joints within the process basins and adjacent to the active work zone.

## **10. RESPONSIBILITIES OF THE COUNTY**

- 10.1. **Site Access:** The County will provide the contractor with necessary access to sites where services are to be performed.
- 10.2. **Project Specifications:** The County will supply specifications and requirements for each project.
- 10.3. **Coordination:** The County will coordinate with the Vendor to schedule work in a manner that minimizes disruption to ongoing operations.
- 10.4. **Lock/Tag Out:** The County will lock/tagout and isolate any necessary equipment. The County will furnish the vendor with any available manufacturer-issued descriptive literature, application instructions, and Material Safety Data Sheets.

## **11. PRODUCTS TO BE APPLIED**

The concrete repair and patching material, underlayment, and primer used shall be of the same manufacturer and/or compatible with the applied coating.

- 11.1. **Products Furnished by the Vendor:** The type of protective coating shall be determined based on the application required in future spot market competition. This shall be determined by specific factors such as application, abrasion, adhesion, structure to be coated, allowable shutdown time of the facility, NSF approval for contact with drinking water, compatibility with existing coating for spot repairs, level of hydrogen sulfide gas chemical resistance, bond strength, humidity level in enclosed spaces, and other factors.

VER 06-12-24

Reference standards for protective coatings are in Lee County Standards Section 09\_90\_00 – 105 (CODES, STANDARDS, AND REGULATIONS)

- 11.2. Determination of protective coating material quantities and/or specifications for each assignment will be made by the Vendor. The Vendor shall provide any and all necessary tools, scaffolding, equipment, materials, and supplies.

The Vendor shall be responsible for the proper and necessary use of the materials in the performance of the work.

## **12. MANUFACTURER'S FIELD SERVICE TECHNICIAN SERVICES**

- 12.1. The Vendor shall obtain the services of the Coating Manufacturer's Field Service Technician upon request of the County. The Coating Manufacturer's Field Service Technician shall provide inspection of surface preparation, coating application, and final inspection upon request by the County.

## **13. WARRANTY**

- 13.1. The warranty period for the coating installation shall be a minimum of one year for defects in installation. The warranty period for the protective coating manufacturer shall be a minimum of three (3) years for defects in material.

## **14. MISCELLANEOUS ITEMS**

- 14.1. Any additional work not specified in the Scope of Work and Detailed Specifications will be negotiated on a case-by-case basis.
- 14.2. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder. Auxiliary Services can be negotiated.
- 14.3. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 14.4. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

### **End of Scope of Work and Detailed Specifications**

VER 06-12-24

**SPECIAL CONDITIONS**

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

**1. BASIS OF AWARD**

- 1.1. The basis of award shall be determined by the lowest Project Total Bid of the most responsive, responsible, and qualified Vendor(s) meeting all bid specifications.
- 1.2. It is the COUNTY intends to award to a library of qualified VENDOR(s) to perform work on an as needed basis over the term of the Agreement. Award will be made in accordance with the evaluation process as described herein and in accordance with Lee County Procurement Ordinance 22-06 and 23-21.

**2. PROJECT TERM**

- 2.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

**3. AUTHORIZATION OF WORK**

- 3.1. This is a "master/ annual" contract, which is not for any specific project. Work to be performed under this Contract will be authorized, scheduled, funded, and accounted for by the issuance of a county purchase Order (PO), by the requesting department, division or other governmental entity. No amount of work is or will be guaranteed or implied. The county reserves the right to perform any and all available required work in-house or by any other means it so desires. County reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

**4. SINGLE PROJECT AWARD**

- 4.1. Project or task orders shall not exceed \$250,000.00.
- 4.2. Any project or task order for the amount of \$49,999.99 or less may be awarded to the vendor holding a Valid contract under this solicitation, with the lowest unit prices, able to meet the required schedule.
- 4.3. Any project or task order over \$50,000.00, but less than \$249,999.00, the county will request quotes from a minimum of 3 awarded vendors holding a valid contract under this solicitation. The vendor with the Lowest price and that can meet the schedule will be awarded the project or task order
- 4.4. When quotes are requested, the Contractor's submittal shall be based on the unit prices contracted, or lower prices. The quote shall not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under the Solicitation, with the lowest quoted price, able to meet the required project schedule.
- 4.5. Any project/task order **\$200,000 or more** shall require a Payment and Performance Bond to be executed for the full value of the project and recorded by the Lee County Clerk of Courts.
- 4.6. All project or task orders will use the purchase order as a notice to proceed (NTP). The start date or the Number of days to complete the project must be included on the purchase order. If the start date is left off the purchase order then the date of the purchase order will default as the NTP start date.
- 4.7. The county reserves the right to select any vendor to whom a multiple-vendor award has been made.
- 4.8. The county reserves the right to solicit separately and competitively any, and all job estimated greater than \$250,000.00.

VER 06-12-24

## **5. LOCAL PREFERENCE**

- 5.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

## **6. REQUIRED SUBMITTAL DETAILS & DOCUMENTS**

- 6.1. Vendor shall provide a copy of the Material Safety Data Sheets, Product Data Sheet, and NSF 61 Approval for all protective coating products the Vendor intends to use on each specific project prior to issuance of Purchase Order.

## **7. INVOICES**

The Vendor's invoices, when applicable, shall include:

- 7.1. Full name of the County employee who authorized the work to be done.
- 7.2. Name and address of the facility where work was performed.
- 7.3. County work order, purchase order, or contract number.
- 7.4. Description of work performed.
- 7.5. For Labor: Name and classification of employee, work performed, date work began, date work was completed, and extended amount.
- 7.6. For Repair Components: Item, quantity, unit price, and extended amount.
- 7.7. For crane billing: Premium time hours crew hours, crew rate, crane use hours, crane rate, and extended amount.
- 7.8. Identify product used for protective coating, if applicable.
- 7.9. If the Vendor bills the County for charges from other sources, the Vendor shall provide invoices verifying any additional charges plus the markup percentage.

## **8. Material Markup (Maximum of 15%)**

- 8.1. Percentage markup for repair components and new equipment shall not exceed 15% of Vendor incurred costs. A markup on sales tax will not be permitted. County reserves the right at any point during the term of the Agreement, inclusive of any renewals, to request supporting documentation of Vendor invoiced amounts of material markup items.
- 8.2. Material which consists of repair components and new equipment (shall not include tools) must be invoiced as separate pay items.
- 8.3. All invoices must show at a minimum of the following.
  - 8.3.1. The number of hours the project required multiplied by the quoted hourly rate
  - 8.3.2. The cost of the Materials used multiplied by the material mark-up
  - 8.3.3. The total cost for the project

## **9. Rental Equipment**


- 9.1. Rental Equipment which may be required to complete project must be pre-approved and authorized by the County prior to rental. The estimated cost for rental of equipment should be included in quote otherwise separate authorization may be required. Rental cost incurred shall be pass through with no markup. Vendor shall supply any information necessary to accurately verify all costs incurred by the County and such shall accompany the Vendor's invoice.

### **End of Special Conditions Section**

## EXHIBIT B FEE SCHEDULE

VER 06-12-24

*Form 1a – Bid/Proposal Form*

	<b>Lee County</b> <i>Southwest Florida</i>	<b>PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM</b>			
<b>COMPANY NAME:</b> <u>Wlean Construction and Metal Works, LLC</u>					
<b>SOLICITATION:</b> <u>B250032AVR- Sandblasting and Industrial Coating- Annual</u>					
<p>Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.</p> <p><b>PRICING:</b>          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.</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 total(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><b>**Bidders may not adjust or modify County-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.**</b></p>					
<b>SANDBLASTING AND INDUSTRIAL COATING- ANNUAL</b>					
<b>Section 1- Labor Rates</b>					
Item	Description	Unit of Measure	Regular Rate	Overtime Rate	
1	General Laborer	Hourly	\$28.00	\$42.00	
2	Dry Abrasive Blasting	Hourly	\$75.00	\$112.50	
3	Dustless (Wet) Abrasive Blasting	Hourly	\$90.00	\$135.00	
4	Brush & Roll Painting	Hourly	\$35.00	\$52.50	
5	Airless Painting	Hourly	\$45.00	\$67.50	
6	Vac Truck Services (4 Hr Minimum)	Hourly	\$250.00	\$375.00	
7	NACE Certified Inspectors	Hourly	\$75.00	\$112.50	
8	Welding / Fabrication (Optional)	Hourly	\$50.00	\$75.00	
<b>Section 2- Material Markup (Max 15%)</b>					
Item	Description				
1	Material Markup			Percentage	15 %

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

## EXHIBIT C

### INSURANCE REQUIREMENTS

VER 06-12-24

#### INSURANCE GUIDE



#### Lee County Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
  - \$1,000,000 products and completed operations
  - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
  - \$1,000,000 combined single limit (CSL); or
  - \$500,000 bodily injury per person
  - \$1,000,000 bodily injury per accident
  - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
  - \$500,000 per accident
  - \$500,000 disease limit
  - \$500,000 disease – policy limit

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

Revised 12/02/2022 – Page 1 of 2

VER 06-12-24



## Lee County Insurance Requirements

### 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. Under the Description of Operations, the following must read as listed:

*"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."*

- b. The certificate holder must read as follows:

Lee County, a political subdivision and Charter County of the State of Florida  
P.O. Box 398  
Fort Myers, Florida 33902

### 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.

Revised 12/02/2022 – Page 2 of 2

End of Insurance Guide Section

# EXHIBIT D

## VENDOR BACKGROUND SCREENING AFFIDAVIT



## VENDOR BACKGROUND SCREENING AFFIDAVIT

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

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

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

Date: 04/07/2025

STATE OF Texas  
COUNTY OF Harris

*Stephanie Morphyades*

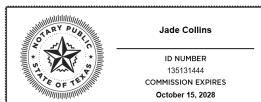
Signature

Stephanie Morphyades

Name/Title Project Manager

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 7th day of April, 2025, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: Drivers License.  
Type of Identification

[Stamp/seal required]



135131444  
10/15/2028

*Jade Collins*

Signature, Notary Public

Electronically signed and notarized online using the Proof platform.