

CONTRACT REVIEW CHECKLIST**CONTRACT TYPE:** Service Provider**SUBJECT:** Project known as: Bridge Maintenance and Repairs

Between Lee County and Vinmar Waterproofing and Concrete Restoration, LLC

Reference: Department Director approval: N/A

County Administrator approval: N/A

Reference: Board action approving contract/agreement

Board Date:

4/4/2017

Agenda Item No.:

C16

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement

Project Sponsoring Department

☐ Recommendation to execute☐ Not recommending execution for the following reason(s):

Date received:

Date returned/forwarded:

Signed:

(2) **By Procurement Management:**☒ Recommending execution☐ Not recommending execution for the following reason(s):

Date received:

3-15-2017

Date returned/forwarded:

4-28-2017

Signed:

[Signature]

(3) **By the Risk Management**☒ Recommending execution☐ Not recommending execution for the following reason(s):

Date received:

Apr 24, 2017

Date returned/forwarded:

May 10, 2017

Signed:

[Signature]

(4) **By the County Attorney:**☒ Recommending execution☐ Not recommending execution for the following reason(s):

Date received:

5/18/17

Date returned/forwarded:

5/12/17

Signed:

[Signature]

(5) **Board**(6) **Clerk's Office, Minutes Department**(7) **Procurement Management**RECEIVED
MINUTES OFFICE
2017 MAY 16 AM 10:20

A.M. Best Rating Services

Southern-Owners Insurance Company (2)

A.M. Best #: 011676 NAIC #: 10190 FEIN #: 593265407

Mailing Address

P.O. Box 30660

Lansing, MI 48909-8160

United States

[View Additional Address Information](#)

Web: www.auto-owners.com

Phone: 517-323-1200

Fax: 517-391-1901

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, 000188 - Auto-Owners Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 08, 2016
Initial Rating Date:	July 31, 1995

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 08, 2016
Initial Rating Date:	May 30, 2007

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Joel Silverthorn

Associate Director : Raymond Thomson, CPCU, AR, ARM

Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Ratings of the Members of the Auto-Owners Insurance Group](#)
June 08, 2016

Rating History

A.M. Best has provided ratings & analysis on this company since 1995.

A.M. Best Rating Services

Auto-Owners Insurance Company (2)

A.M. Best #: 000188 NAIC #: 18988 FEIN #: 380315280

Mailing Address

P.O. Box 30660
Lansing, MI 48909
[United States](#)

[View Additional Address Information](#)

Web: www.auto-owners.com

Phone: 517-323-1200

Fax: 517-391-1901

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [000188 - Auto-Owners Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A++ (Superior)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 08, 2016
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 08, 2016
Initial Rating Date:	May 30, 2007

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Joel Silverthorn
Associate Director : Raymond Thomson, CPCU, AR, ARM

Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Ratings of the Members of the Auto-Owners Insurance Group](#)
June 08, 2016

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

A.M. Best Rating Services

Granite State Insurance Company (2)

A.M. Best #: 002360 NAIC #: 23809 FEIN #: 020140690

Mailing Address

American International Group, Inc. 175

Water Street 18th Floor

New York, NY 10038

United States

[View Additional Address Information](#)

Web: www.aig.com

Phone: 212-770-7000

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [058702 - American International Group, Inc](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A u (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV (\$2 Billion or greater)
Implication:	Negative
Action:	Under Review
Effective Date:	January 26, 2017
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	a u
Implication:	Negative
Action:	Under Review
Effective Date:	January 26, 2017
Initial Rating Date:	April 06, 2005

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Darian Ryan
Senior Director: Michael J. Lagomarsino, CFA, FRM

Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Places Credit Ratings of American International Group, Inc. and Subsidiaries Under Review with Negative Implications](#)
January 26, 2017

Rating History

Figueroa, Mike

From: Figueroa, Mike
Sent: Monday, April 24, 2017 2:01 PM
To: Raney, Donald
Subject: Bridge Maintenance and Repairs

Keith-

Hope all is well. I received the contract for the above project with **Vinmar Waterproofing and Concrete Restoration, LLC**. After reviewing the certificate of insurance (COI) provided, the workers' comp coverage expired on 04/23/2017. If you have an updated COI, please forward so that I can move the contract. Otherwise, please make contact with the vendor and ask for updated COI, thanks.

Respectfully,

Mike Figueroa, Risk Manager
Lee County Risk Management
P.O. Box 398
Fort Myers, Florida 33902
mfigueroa@leegov.com
Office: (239) 533-2310
Fax: (888) 242-3233

**AGREEMENT FOR
ONGOING BRIDGE MAINTENANCE AND REPAIR PROJECTS**

THIS AGREEMENT FOR ONGOING BRIDGE MAINTENANCE AND REPAIR PROJECTS ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and VinMar WaterProofing & Concrete Restoration, LLC, an Florida corporation authorized to do business in the State of Florida, whose address is 6093 Velvet Loop, Lakeland FL 33811, and whose Federal tax identification number is 20-3821499, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the County intends to purchase construction services related to bridge maintenance and repair from the Contractor for specific projects as determined by the County (the "Purchase"); and,

WHEREAS, the County issued a solicitation, ITB160633DKR on December 9, 2016; and,

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

WHEREAS, the County posted a Notice of Intended Decision Bid Action on February 9, 2017; and,

WHEREAS, the Contractor is one of a pool of firms approved to provide products and services for the Purchase, the County shall award projects as needed, and the Contractor understands and agrees that no work is guaranteed under this Agreement; and,

WHEREAS, the Contractor 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 Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

- A. The Contractor agrees to diligently provide all products and services for the Purchase in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all of the terms and conditions of ITB160633DKR, a copy of which is on file with the County's Department

of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Contractor, and shall continue on an as needed basis for a one year period. The Agreement may be extended for up to three (3) additional one (1) year periods upon the mutual written agreement of the County and Contractor.
- 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 must be delivered in accordance with Supplemental Task Authorizations and Change Orders. The schedule must commence on the date of the purchase order.

III. COMPENSATION AND PAYMENT

- A. The County must pay the Contractor 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 Contractor's submittal in response to ITB160633DKR, 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, Contractor must not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Contractor 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 nonappropriation 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 Contractor on fifteen (15) days' prior written notice, but failure to give such notice will be

of no effect and the County will not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County must pay the Contractor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., as amended from time to time, upon receipt of the Contractor'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 Contractor must submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments must 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 will be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor 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 must be agreed upon before commencement of any additional services or provision of additional product(s) and must be incorporated into this Agreement by written amendment. The County will 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 Contractor, the Contractor will not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor will indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons

employed or utilized by the Contractor in the performance of this Agreement.

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

VII. CONTRACTOR'S INSURANCE

A. Contractor must procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

B. Contractor must, 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 Contractor, are not intended to and must not in any manner limit or qualify the liabilities or obligations assumed by Contractor 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.

VIII. PERFORMANCE AND PAYMENT BOND(S)

The Contractor must procure performance and payment bond(s) in accordance with Exhibit D.

IX. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor must be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Contractor under this Agreement. The Contractor must, 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 Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), 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 Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Contractor must comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work

thereof, and must not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and must:

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

E. The Contractor is, and will be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor 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 will be at all times, and in all places, subject to the Contractor's sole direction, supervision and control. The Contractor must exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's

relationship and the relationship of its employees to the County will be that of an independent contractor and not as employees of the County. The Contractor will be solely responsible for providing benefits and insurance to its employees.

X. OWNERSHIP OF PRODUCTS

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

XI. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Contractor must 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 Contractor to perform the services pursuant to this Agreement must comply with the terms set forth in this Agreement.
- C. The Contractor specifically agrees that all products must 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" is 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.

XII. COMPLIANCE WITH APPLICABLE LAW

This Agreement will be governed by the laws of the State of Florida. Contractor must 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. Contractor must conduct no activity or provide any service that is unlawful or offensive.

XIII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Contractor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County will be responsible to Contractor only for fees and compensation earned by the Contractor, 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 Contractor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Contractor must stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or

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

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

XIV. 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 Contractor will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. STOP WORK ORDER

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement. Any order must 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 Contractor. Upon receipt of such an order, the Contractor must 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 Contractor must 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 XIII.

In the event the County does not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII. 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 Contractor to resume work within ninety (90) days, the Contractor may terminate this Agreement.

XVI. CONTRACTOR WARRANTY

- A. All products provided under this Agreement must be new (unless specifically identified otherwise in a Supplemental Task Authorization) 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 Contractor must 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 Contractor must refund to the County any money which has been paid for same.
- C. Contractor 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.

XVII. 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 Contractor must not assign any interest in this Agreement and must not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor 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 must 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 may not be construed to be and is not 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 must 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 Contractor is comprised of more than one legal entity, each entity must 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:

Contractor's Representative:

Name: Vincent Marsh

Title: Manager

Address: 6093 Velvet Loop
Lakeland FL 33811

Telephone: 863-647-1867

Facsimile: 863-647-1608

E-mail: vinmar@tampabay.r.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
	<u>County Manager</u>	<u>Director of</u>
		<u>Procurement</u>
		<u>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 Contractor'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. Supplemental Task Authorization(s)
 - 2. Agreement
 - 3. County's Purchase Order
 - 4. Solicitation # ITB160633DKR
 - 5. Contractor's Submittal in Response to Solicitation # ITB160633DKR

[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:

VinMar Waterproofing & Concrete Restoration, LLC

Signed By: [Signature]

Signed By: Vincent Marsh

Print Name: Mercedes Marsh

Print Name: VINCENT MARSH

Title: Manager

Date: 3/16/2017

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]

CHAIR

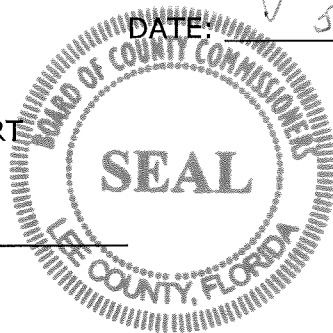
DATE: 5/16/17

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]

DEPUTY CLERK



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

BY: [Signature]

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

Contractor shall provide bridge maintenance and repair services in accordance with Lee County Solicitation No. ITB160633DKR and Supplemental Task Authorizations issued under this Agreement, if any.

A. Supplemental Task Authorizations

The term Supplemental Task Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by Solicitation No. ITB160633DKR and this Agreement.

B. Award of Supplemental Task Authorizations

As provided by Solicitation No. ITB160633DKR, individual projects may be awarded, and authorized via Supplemental Task Authorizations, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

- Any project/task with a total cost of **\$50,000.00 or less** may be awarded to the firm holding a valid contract under this bid, with the lowest unit prices, able to meet the required project schedule.
- Any project/task with a total cost of **\$50,000.01, but less than \$500,000.00** must be quoted by a **minimum of three (3) of the approved firms** holding a valid contract under Solicitation No. ITB160633DKR. When quotes are requested, the Contractor's submittal must be based on the unit prices provided by Exhibit B, or lower prices. The quote must not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under this bid, with the lowest quoted price, able to meet the required project schedule.

C. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Technical Specifications of Solicitation No. ITB160633DKR and as further described in any Supplemental Task Authorizations issued under this Agreement.

EXHIBIT B FEE SCHEDULE

Payment for actual work completed shall be made in accordance with the terms of this Agreement and any Supplemental Task Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's Response to Solicitation No. ITB160633DKR, attached hereto and incorporated herein as part of Exhibit B. which appear below. All quotes received by the County from the Contractor must reflect pricing at or below the rates listed in this Exhibit B.

Item	Description	Unit	Unit Price
0101 1	MOBILIZATION	LS	<i>Up to 5 % of Construction Cost</i>
0102 1	MAINTENANCE OF TRAFFIC	DA	<i>Up to 4 % of Construction Cost</i>
0104 11	FLOATING TURBIDITY BARRIER	LF 1 - 200	\$10.00
0104 11	FLOATING TURBIDITY BARRIER	LF 201 - 500	\$9.00
0104 11	FLOATING TURBIDITY BARRIER	LF 501 +	\$8.00
xxxxxxxxxx	FENDER REPAIR - WOOD BEAM 10" X 10" X 16'	EA 1 +	\$1,000.00
0120 6	EMBANKMENT	CY 1 - 200	360.00
0120 6	EMBANKMENT	CY 201 - 500	325.00
0120 6	EMBANKMENT	CY 501 +	300.00
0121 70	FLOWABLE FILL	CY 1 - 9	395.00
0121 70	FLOWABLE FILL	CY 10 - 18	385.00
0121 70	FLOWABLE FILL	CY 18 - 27	375.00
0400 4 41	CONC CLASS IV, SEAWALL REPAIRS	CY 1 - 25	\$750.00
0400 4 41	CONC CLASS IV, SEAWALL REPAIRS	CY 26 - 50	\$625.00
0400 4 41	CONC CLASS IV, SEAWALL REPAIRS	CY 51 +	\$575.00
0400136	EPOXY CONCRETE OVERLAY- STRUCTURES REHAB	SY 1 - 50	\$46.00
0400136	EPOXY CONCRETE OVERLAY- STRUCTURES REHAB	SY 51 - 100	\$44.00
0400136	EPOXY CONCRETE OVERLAY- STRUCTURES REHAB	SY 101 +	\$42.00
0400145	CLEANING CONC SURFACE	SF 1 - 100	\$0.25
0400145	CLEANING CONC SURFACE	SF 101 - 200	\$0.25
0400145	CLEANING CONC SURFACE	SF 201 +	\$0.25
0400153	NON SHRINK GROUT, F&I, MISCELLANEOUS- RE	CF 1 - 20	\$425.00
0400153	NON SHRINK GROUT, F&I, MISCELLANEOUS- RE	CF 21 - 50	\$375.00
0400153	NON SHRINK GROUT, F&I, MISCELLANEOUS- RE	CF 51 +	\$350.00
0401 70 1	RESTORE SPALLED AREAS, EPOXY (Over Bridge Deck)	CF 1 - 10	\$565.00
0401 70 1	RESTORE SPALLED AREAS, EPOXY (Over Bridge Deck)	CF 11 - 20	\$525.00
0401 70 1	RESTORE SPALLED AREAS, EPOXY (Over Bridge Deck)	CF 21 +	\$495.00

EXHIBIT B FEE SCHEDULE

0401 70 1.1	RESTORE SPALLED AREAS, EPOXY (Under Bridge Deck Scaffolding)	CF 1 - 10	\$725.00
0401 70 1.2	RESTORE SPALLED AREAS, EPOXY (Under Bridge Deck Scaffolding)	CF 11 - 20	\$650.00
0401 70 1.3	RESTORE SPALLED AREAS, EPOXY (Under Bridge Deck Scaffolding)	CF 21 +	\$600.00
0401 70 1.4	RESTORE SPALLED AREAS, EPOXY (Under Bridge Deck Not Accesible by Scaffolding)	CF 1 - 10	\$850.00
0401 70 1.5	RESTORE SPALLED AREAS, EPOXY (Under Bridge Deck Not Accesible by Scaffolding)	CF 11 - 20	\$825.00
0401 70 1.6	RESTORE SPALLED AREAS, EPOXY (Under Bridge Deck Not Accesible by Scaffolding)	CF 21 +	\$750.00
0401 70 1.7	RESTORE SPALLED AREAS, EPOXY (Water Level)	CF 1 - 10	\$575.00
0401 70 1.8	RESTORE SPALLED AREAS, EPOXY (Water Level)	CF 11 - 20	\$550.00
0401 70 1.9	RESTORE SPALLED AREAS, EPOXY (Water Level)	CF 21 +	\$500.00
0401 70 2	RESTORE SPALLED AREAS, REPAIR MORTAR (General Locations)	CF 1 - 10	\$375.00
0401 70 2	RESTORE SPALLED AREAS, REPAIR MORTAR (General Locations)	CF 11 - 20	\$365.00
0401 70 2	RESTORE SPALLED AREAS, REPAIR MORTAR (General Locations)	CF 21 +	\$350.00
0401 70 2.1	RESTORE SPALLED AREAS, REPAIR MORTAR (Under Bridge Deck Scaffolding)	CF 1 - 10	\$425.00
0401 70 2.2	RESTORE SPALLED AREAS, REPAIR MORTAR (Under Bridge Deck Scaffolding)	CF 11 - 20	\$415.00
0401 70 2.3	RESTORE SPALLED AREAS, REPAIR MORTAR (Under Bridge Deck Scaffolding)	CF 21 +	\$400.00
0401 70 2.4	RESTORE SPALLED AREAS, REPAIR MORTAR (Under Bridge Deck Not Accesible by Scaffolding)	CF 1 - 10	\$475.00
0401 70 2.5	RESTORE SPALLED AREAS, REPAIR MORTAR (Under Bridge Deck Not Accesible by Scaffolding)	CF 11 - 20	\$450.00
0401 70 2.6	RESTORE SPALLED AREAS, REPAIR MORTAR (Under Bridge Deck Not Accesible by Scaffolding)	CF 21 +	\$425.00
0401 70 2.7	RESTORE SPALLED AREAS, REPAIR MORTAR (Water Level)	CF 1 - 10	\$425.00
0401 70 2.8	RESTORE SPALLED AREAS, REPAIR MORTAR (Water Level)	CF 11 - 20	\$400.00
0401 70 2.9	RESTORE SPALLED AREAS, REPAIR MORTAR (Water Level)	CF 21 +	\$395.00
0411 2	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF 1 - 15	\$48.00
0411 2	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF 16 - 25	\$42.00
0411 2	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF 25 +	\$40.00
455-81	CATHODIC PROTECTION	EA 1 - 5	\$1,600.00
455-81	CATHODIC PROTECTION	EA 6 - 10	\$1,500.00
455-81	CATHODIC PROTECTION	EA 11 +	\$1,400.00
457-70	INTEGRAL PILE JACKET (Above Water)	LF 1 - 100	\$1,200.00
457-70	INTEGRAL PILE JACKET (Above Water)	LF 101 - 200	\$1,100.00
457-70	INTEGRAL PILE JACKET (Above Water)	LF 200 +	\$950.00
457-70.1	INTEGRAL PILE JACKET (Below Water)	LF 1 - 100	\$1,600.00
457-70.2	INTEGRAL PILE JACKET (Below Water)	LF 101 - 200	\$1,500.00
457-70.3	INTEGRAL PILE JACKET (Below Water)	LF 200 +	\$1,350.00
460-7	EXPANSION JOINT SEAL	LF 1 - 20	\$68.00
460-7	EXPANSION JOINT SEAL	LF 21 - 50	\$62.00
460-7	EXPANSION JOINT SEAL	LF 50 +	\$58.00

**EXHIBIT B
FEE SCHEDULE**

0515 1 2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF 1 - 20	\$75.00
0515 1 2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF 21 - 50	\$72.00
0515 1 2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF 51 +	\$70.00
560-1	CLEAN AND PAINT BEAM BEARING PLATES	EA 1 +	\$175.00
561-7	PESSURE WASH	SY	\$2.50
560-7.1	SAND BLASTING	SY	\$5.00
561-1	PAINT STRUCTURAL STEEL	SF 1 - 100	\$15.00
561-1	PAINT STRUCTURAL STEEL	SF 101 - 200	\$14.00
561-1	PAINT STRUCTURAL STEEL	SF 201 +	\$14.00
561-2	PAINT CONCRETE BRIDGE	SF 1 - 100	\$1.75
561-2	PAINT CONCRETE BRIDGE	SF 101 - 200	\$1.50
561-2	PAINT CONCRETE BRIDGE	SF 201 +	\$1.35
0563 3	ANTI-GRAFFITI COATING	SF 1 - 100	\$2.75
0563 3	ANTI-GRAFFITI COATING	SF 101 - 200	\$2.50
0563 3	ANTI-GRAFFITI COATING	SF 201 +	\$2.25

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Contractor's interest or liabilities. The following are the required minimums the Contractor 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 must 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 must apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

\$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, as amended from time to time, 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

EXHIBIT C INSURANCE REQUIREMENTS

- d. **Maritime Remedies** – coverage must provide minimum limits of liability of \$1,000,000 per occurrence for General Maritime Laws, including but not limited to:
- Maintenance & Cure;
 - Unseaworthiness;
 - Wrongful Death;
 - Jones Act;
 - Death on the High Seas Act; Longshore and Harbor Workers' Act; Protection and Indemnity;
 - And or any other state workers' compensation law, or other federal occupational disease law that your employees might be exposed to.

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

Verification of Coverage:

Coverage must 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 must 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. It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

PERFORMANCE AND PAYMENT BONDS

For each Supplemental Task Authorization authorizing work for a cost of \$100,000.00 or more, the Contractor must procure a performance and payment bond in accordance with this Agreement and ITB160633DKR.

- A. In accordance with Chapter 255.05, Florida Statutes, as may be amended from time to time, and Lee County Ordinance 95-2-102, as may be amended from time to time, a public performance and payment bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded Supplemental Task Authorization amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida.
- B. Any bonding company submitting a performance and payment bond to Lee County Government must be licensed to transact a fidelity and surety business in the State of Florida.
- C. A public performance and payment bond must be properly executed by the Surety Company and Contractor and recorded with the Lee County Clerk of Court within seven (7) calendar days after notification by Lee County of the approval to award the Supplemental Task Authorization. The Contractor is responsible for all fees and charges associated with the performance and payment bond, including the cost of recording.
- D. A clean irrevocable letter of credit or cash bond may be accepted by the County in lieu of the public performance and payment bond.



VINMWAT-01

JFAVA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ASSOCIATES INSURANCE AGENCY 11470 N 53rd St Temple Terrace, FL 33617	CONTACT NAME:	PHONE (A/C, No, Ext): (813) 988-1234	FAX (A/C, No): (813) 988-0989
	E-MAIL ADDRESS: certs@associatesins.com		
INSURED Vinmar Waterproofing & Concrete Restoration Llc Vincent Marsh Po Box 5588 Lakeland, FL 33807	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Southern Owners Insurance Co		10190
	INSURER B : Auto Owners Insurance Co		18988
	INSURER C : Granite State Insurance Company		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			20721001	06/10/2016	06/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4893079300	06/07/2016	06/07/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4805063500	06/10/2016	06/10/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC005865894--07	04/23/2017	04/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: ONGOING BRIDGE MAINTENANCE AND REPAIR PROJECTS

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are additional insureds on the general liability, including Products and Completed operations when required by contract or agreement. Umbrella policy is form following. Workers compensation includes coverage for USL&H.

CERTIFICATE HOLDER

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, FL 33902

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charlie Salys