

**AGREEMENT FOR INSTALLATION, MAINTENANCE,  
RELOCATION, AND REPAIR OF NAVIGATION AIDS**

**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 DeHays Marine, Inc., a Florida corporation, whose address is 743 San Carlos Dr., Fort Myers Beach, FL 33931, and whose federal tax identification number is 35-2356862, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase installation, removal, relocation, and maintenance of Lee County's private aids to navigation services from the Vendor in connection with "Installation, Maintenance, Relocation, and Repair of Aids to Navigation" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B210141MIF on June 08, 2021 (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 July 19, 2021; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Work and Specifications is set forth in the Detailed Specifications and Special Conditions Sections of B210141MIF, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B210141MIF, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement on an as needed basis for one (1) three (3) year 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 initial Agreement term of three (3) years. The increments of the renewal shall be at the sole discretion of the County as deemed in its best interest. 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 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 Vendor and persons employed or utilized by the Vendor in the performance 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. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no

expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

#### **XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed



to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. 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 United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: James H. DeHays

Title: President

Address: 743 San Carlos Dr.  
Fort Myers Beach, FL  
33931

Telephone: 239-910-2569

Facsimile: 239-463-0363

E-mail: [dehaysmarine@comcast.net](mailto:dehaysmarine@comcast.net)

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u><a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a></u>	<u><a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a></u>

- 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. 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:

**DEHAYS MARINE, INC.**

Signed By:

Sandra Bianchi  
Sandra Bianchi

Signed By:

James H. DeHays

Print Name:

Sandra Bianchi

Print Name:

James

Title:

President

Date:

7/26/21

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

Commissioner Cecil L. Pendergrass

BY: Lee County Board of County Commissioners

District 2 CHAIR

DATE:

9-3-21

ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY:

Theresa Kij  
DEPUTY CLERK



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

BY:

Amador J. [Signature]  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A**

### **SCOPE OF WORK AND DEPARTMENTAL SPECIFICATIONS**

VFR (8-20-2011)

#### **SCOPE OF WORK AND DEPARTMENTAL SPECIFICATIONS**

##### **1. SCOPE/PROJECT DESCRIPTION**

- 1.1 Lee County intends to contract for the installation, removal, relocation, and maintenance of Lee County's private aids to navigation, including dayboards, buoys, signs, and associated structures. All appropriate permits will be obtained by Lee County prior to work being performed. Hardware, as listed in Section 4.1 below, will be supplied by the County. Vendor will supply pilings and all hardware not listed in Section 4.1 below.

##### **2. LOCATION OF AIDS**

- 2.1 The location of these aids encompasses all coastal and riverine waters in Lee County as depicted in Figure 1 provided herein. Exact locations of aids needing work will be supplied by County staff using differential GPS (Global Positioning System). Bottom conditions are generally soft; however, it is the Vendor's responsibility to review site conditions prior to bidding. No additional compensation will be made for piling installation in rock or other hard substrate.

##### **3. INSPECTION**

- 3.1 Upon request, the Vendor shall make provisions to have the County Project Manager on-site at all times during the work.
- 3.2 Work installed without the written approval from the County will be subject to relocation or rework at no additional cost to the County. The Vendor shall give a minimum 48 hours written notice to the Project Manager prior to the commencement of work.

##### **4. MATERIAL SPECIFICATION**

###### **4.1 Material supplied by County:**

- Daybeacons (numbered/labeled), Regulatory Signs (labeled), Buoys.
- Mounting hardware to include lag bolts, channeled aluminum, washers, spacers, 2x6 backing boards for mounting of signs and large dayboards, as specified.
- Concrete anchors, chain, shackles, and mooring rode as needed.
- Reflective material to wrap pilings as required.
- Materials will be delivered by the County to a Lee County location specified by the Vendor.

###### **4.2 Material supplied by Vendor:**

- Pressure treated pilings, minimum 10" diameter. Piling must be sound and straight. Length shall be sufficient to drive piling at least 10' into bottom and leave a minimum distance of 7' from the mean high water line to the bottom of the lowest affixed sign. The diameter of sound knots shall not exceed one-third of diameter of the pile at the point where the knot occurs.
- Vendor shall furnish all other materials not specifically listed as furnished by County and necessary to complete projected or supplied scope of work.

##### **5. INSTALLATION**

###### **5.1 Unforeseen Conditions**

- 5.1.1 The Vendor shall promptly notify the County of any physical conditions at the site differing materially from those indicated or referred to in the solicitation, contract or purchase order. The County will review the conditions and advise the Vendor of its recommendations before the Vendor shall proceed further.



**5.2 Installation of Pilings**

- 5.2.1 Pilings shall be installed at true vertical at specified locations and in accordance with these technical specifications. Jetting may be used to facilitate piling installation as long as state turbidity requirements are met. Upon completion of installation, all pilings shall be in good condition, solid, secure, and watching properly.
- 5.2.2 Upon completion of pile installation for a regulatory sign, vendor will attach two bands of white reflective material to the pile as described in section 5.5.7 below.
- 5.2.3 When location of new piling is marked with temporary buoy, vendor is responsible for the recovery of the temporary buoy as part of pile installation. The temporary buoy must be held for up to 30 days until which time the County can pick them up. All costs associated with this activity must be included in piling installation price. This is not a separate billable task.

**5.3 Piling removal**

- 5.3.1 The County may determine that certain pilings need to be removed for a variety of reasons. Some pilings to be removed may be broken at, near, or below the waterline. Where pilings are removed, the entire piling shall be pulled from the bottom. No piling or part thereof may remain where it has any potential to cause or become a hazard to navigation. Jetting may be used to facilitate piling removal as long as state turbidity requirements are met.
- 5.3.2 Vendor is responsible for disposal of pile and any attached signs.

**5.4 Installation and Removal of Buoys**

- 5.4.1 Small buoys shall be set in place with concrete anchors weighing from 100-300lbs.
- 5.4.2 Large buoys shall be set in place with concrete anchors weighing up to 1200 lbs.
- 5.4.3 Vendor may be required to place, re-set, recover, or remove buoy and anchors. Anchors may be buried in at certain locations.
- 5.4.4 Vendor may be required to hold buoy(s), up to thirty (30) days, at Vendor site location until arrangements may be made for Lee County to pick-up buoy(s).

**5.5 Installation/maintenance of Regulatory Signs**

- 5.5.1 Signs are found on wood pilings, PVC pilings, bridge fender systems and aluminum channeling, ranging in height off of the water from 4' to 24'. Vendor must be able to replace and install signs across this full range of locations and conditions.
- 5.5.2 All hardware for sign installation will be 3/8" galvanized or stainless steel lag bolts in 3", 2", and 1 1/2" lengths with washers and will further be referred to in this scope by length only. Signs may be installed on pilings installed by the vendor or on existing pilings as specified.
- 5.5.3 Regulatory Signs - Regulatory signs require the use of 2 each per sign, 2"x 6" pressure treated backing boards. In the case of 3'x 4' and smaller signs, two 3'6" length backing boards for each sign and a single pile will be used. All 4'x 6' signs are to be mounted to double piles installed 5' apart with two 2"x 6" pressure treated 5' 6" backing boards for each sign.
- 5.5.4 Backing boards are to be bolted directly to pilings with 2 and 4 each (single/double pile) 3" lag bolts, countersunk. The boards must be level and the left/right edges of the top and bottom boards in alignment. The top and bottom spacing must be such that between 1 and 3 inches of sign overlaps the edges. IE: a 3'x 4' sign should have the boards spaced 30" to 34" (outside top to outside bottom) apart. The bolt head countersink must be done with a 1 1/4" diameter paddle bit or similar such that there is room for a socket around the bolt head and drilled only deep enough for the bolt head to come

flush with the backing board surface.

- 5.5.5 After the backing boards have been installed as needed, the sign itself will be mounted. All 3'x4' and smaller signs will use 4 each, 1 1/2" lag bolts and the 4'x6' signs will use 6 bolts each. Bolts will be installed at the outside corners where lag bolts will catch the backing boards within 2" to 4" inches of the end of the backing board. Additionally, 4'x6' sign will have one additional bolt in both the top and bottom backer board approximately along the sign centerline. The sign must be level, secure, and face the specified direction. In the case of double (back to back) installations, the edges of both signs must line up.
- 5.5.6 If existing signs are being replaced, Vendor is responsible for removal and disposal of old signs.
- 5.5.7 All regulatory signs will receive 2 bands of white retroreflective tape (supplied by County) per pile. The top of the first band must be placed six inches from the bottom of the sign; the top of the second band must be placed eight inches from the bottom of the first band. The tape must be installed with a minimum overlap of one inch over the entire width of the band. On wooden piles, the tape must be additionally secured using stainless steel fasteners through the area of overlap. If tape is found delaminated, cracked, weathered, or abraded so as to have a dull or roughened surface, it must be replaced. Any existing tape must be removed before applying the replacement tape.
- 5.5.8 During sign installation, all through bolt connection points retaining the sign to the backing board, will use the provided insulating washers against the face of the sign in conjunction with the stainless washer.

#### 5.6 Installation/maintenance of Dayboards

- 5.6.1 Dayboards are found on wood pilings, PVC pilings, bridge fender systems and aluminum channeling, ranging in height off of the water from 4' to 24'. Vendor must be able to replace and install dayboards across this full range of locations and conditions.
- 5.6.2 Dayboards (small) - Small dayboards are installed directly to a pile. They are secured with one 2" bolt (bottom center) and one 3" bolt with a 1" to 2" long 1/2" diameter PVC spacer (top center). The PVC spacer is used on the top bolt between the sign and pile to give the dayboard a couple of degree downward angle.
- 5.6.3 Dayboards (large) - 36" red and green dayboards require backing boards. All aspects of backing board installation listed above will apply with the exception of the red muns or triangle dayboards. The large red dayboards will receive one backing board across its base and a 2" wood spacer at the top bolt. These backing boards will be cut to 28" due to the dayboard shape. Two 1 1/2" lag bolts will then be used along the dayboards base to secure the sign to the backing board. One 3" bolt will be used with the spacer at the top.
- 5.6.4 The dayboards must be level, secure, and face oncoming vessel traffic. In the case of double (back to back) installations, the bottom edges of both dayboards must line up. Dayboards shall face the direction of oncoming vessel traffic in each direction of the system in which they are being installed.
- 5.6.5 If existing dayboards are being replaced, vendor is responsible for removal and disposal of old dayboards.
- 5.6.6 During sign installation, all through bolt connection points retaining the sign to the backing board, will use the provided insulating washers against the face of the sign in conjunction with the stainless washer.

#### 6. TIME OF COMPLETION

- 6.1 Installation services provided under this contract shall be complete within the timeframe as listed within each individual Purchase Order.

- 6.2** The County recognizes the potential for the occurrence of circumstances that may be beyond the control of the Vendor. The Vendor shall verbally report any factors that may have an impact on the work schedule to the Project Manager. Any requests for an extension to the length of the contract must be made in writing to the Project Manager. Weather delays will be considered and approved when and where applicable.

End of Supplemental Information Section



### 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 meeting all bid specifications and must be on all line items of the bid schedule.
- 1.2. Vendor must provide pricing for ALL line items listed within the Bid Schedule. Failure to provide pricing for all line items will deem Vendor as nonresponsive and therefore ineligible for award.
- 1.3. Quantities listed in the bid schedule are for evaluation purposes only. No minimum amount of work is guaranteed. Unit prices will be contracted as Vendor's Fee Schedule.

#### 2. 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 initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

#### 3. MASTER CONTRACT NOTICE

- 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 County Purchase Order (PO), by the requesting department. The requesting County department reserves the right to provide additional project clarification details with the issuance of and within or attached to each PO. Such items may include, but are not limited to: providing for service completion dates, delivery locations, delivery and working hours, number of units, etc...
- 3.2. Each project/purchase order will not exceed \$200,000.00.
- 3.3. Any project/purchase order over \$200,000.00 must provide a payment and performance bond.
- 3.4. No vendor will be paid more than \$1,000,000.00 per year.
- 3.5. Notice to Proceed (NTP)
  - 3.5.1. The Purchase Order issued shall serve as the Notice to Proceed. The start date and date or the number of days to complete the project must be included on the Purchase Order or within associated documents. If the start date is left off the Purchase Order then the date of the Purchase Order will default as the NTP start date.

End of Special Conditions Section





Procurement Management Department  
2115 Second Floor, 1<sup>st</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: June 14, 2021

Solicitation No.: B210141MIF

Solicitation Name: Installation, Maintenance, Relocation, and Repair of Aids to Navigation

Subject: Addendum Number 1

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

1. ATTACHMENT: Attachment A – Locations of all LC Aids to Navigation.pdf

2. QUESTIONS/ANSWERS

1.	We will be preparing a bid and are in possession of a map for the Lee County Aids to Navigation that shows all navigation aids in Lee County. However, we would like to see a map or key that shows the markers/aids that are being requested to be repaired/replaced as their location could affect our bid. Do you have a map with the aids requiring repair or replacement marked, and if so, could you please forward a copy to us at your earliest convenience?
Answer	<u>This bid solicitation is to identify and select a vendor for our annual (ongoing) contract. Once awarded the annual contract, the selected vendor will receive requests throughout the year to install, maintain, relocate, and/or repair any of the Lee County owned aids to navigation as seen in Figure 1 that need attention.</u>

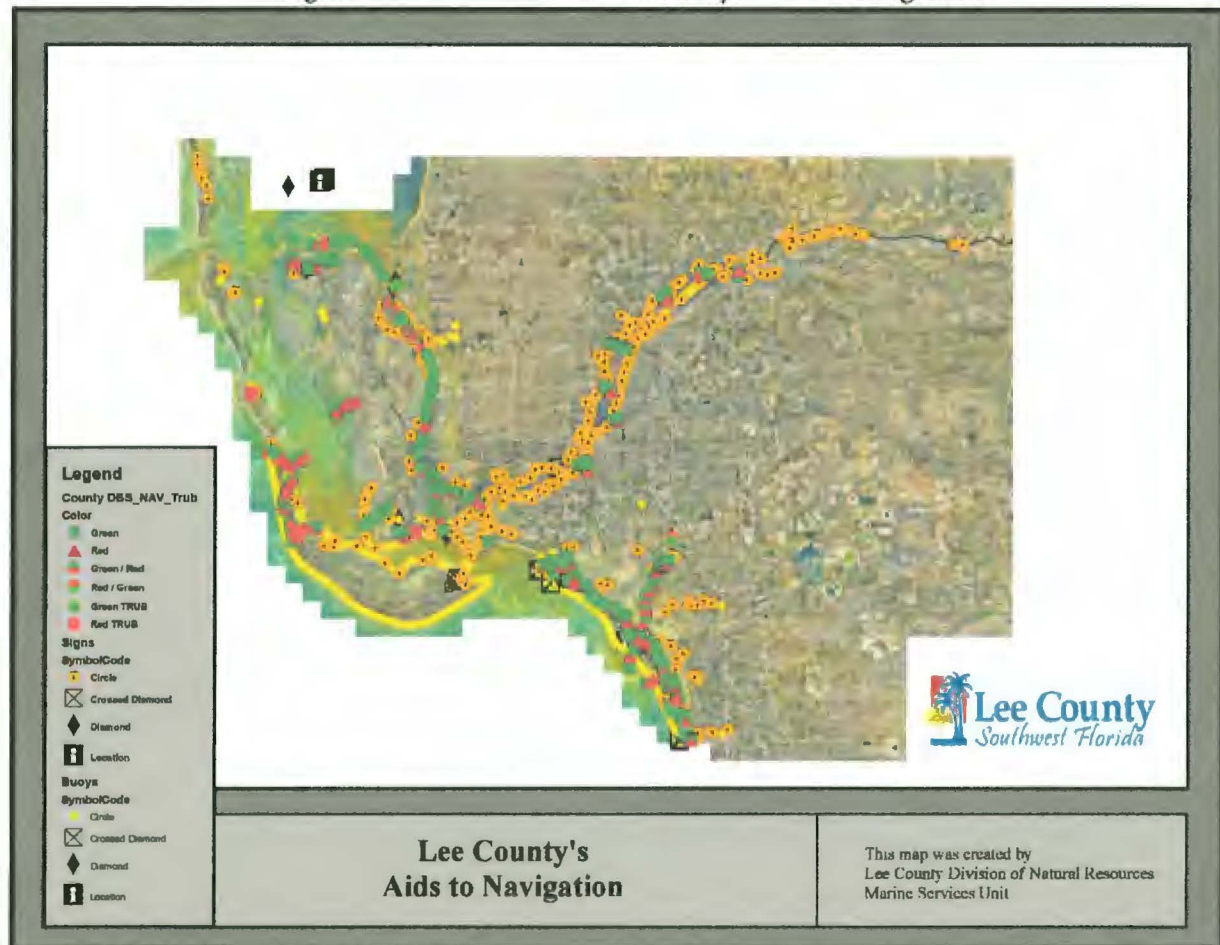
BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Miguel Flores

Procurement Analyst  
Procurement Analyst Direct Line: 239-533-8835  
Lee County Procurement Management

**Figure 1: Location of all Lee County Aids to Navigation**





Procurement Management Department  
2115 Second Floor, 1<sup>st</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: July 1, 2021

Solicitation No.: B210141MIF

Solicitation Name: Installation, Maintenance, Relocation, and Repair of Aids to Navigation

Subject: Addendum Number 2

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

1. QUESTIONS/ANSWERS

1.	We Hi-Tech Elastomers Ltd., an ISO 9001-2015 Company, would like to introduce ourselves as an ever propelling Company, chiefly expert in the design and manufacture of a wide range of Marine Rubber Fenders & Engineering Products along with Navigational Aids- Buoy, Marine lanterns etc. which is rapidly expanding keeping pace with the latest Engineering Technologies and possesses state of the art manufacturing infrastructure. We are one of the leading manufacturers of offshore platform rubber products, such as Burge Bumpers, Shock cells, Grout Seals, Diaphragm Closures, Shear fenders, Rubstrips, LMU, DSU and Pile Gripper.. ...Kindly contact undersigned for any requirement onwards for your Upcoming requirements.....!
Answer	Please see solicitation package and all associated documents for contract specifications and requirements. All interested Vendors must download the project materials from the Lee County webpage and submit bids in accordance with the solicitations terms, conditions, specifications and all other provided provisions and documents. Lee County webpage for solicitation documents is: <a href="http://www.leegov.com/procurement">www.leegov.com/procurement</a>

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Miguel Flores

Procurement Analyst  
Procurement Analyst Direct Line: 239-533-8835  
Lee County Procurement Management

**EXHIBIT B**  
**FEE SCHEDULE**

<b><i>INSTALLATION, MAINTENANCE, RELOCATION, RELOCATION, AND REPAIR OF AIDS TO NAVIGATION</i></b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
1	Install single 10" pile and signs	EA	\$900.00
2	Install double 10" pile and signs	EA	\$1,650.00
3	Install single 12" pile and signs	EA	\$1,000.00
4	Install double 12" pile and signs	EA	\$1,850.00
5	Remove and dispose of pile	EA	\$800.00
6	Install small buoy	EA	\$600.00
7	Remove and dispose of small buoy	EA	\$750.00
8	Remove and hold small buoy	EA	\$700.00
9	Install large buoy	EA	\$900.00
10	Remove and dispose of large buoy	EA	\$1,000.00
11	Remove and hold large buoy	EA	\$950.00



## EXHIBIT C

### INSURANCE REQUIREMENTS

VERIFIED

#### INSURANCE GUIDE



#### Lee County Insurance Requirements including Maritime Remedies

**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)  
\$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

- d. **Maritime Remedies** - coverage shall 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;

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d. Maritime Remedies cont.

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:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

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

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

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Revised 08/14/2018 – 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: 7/26/21

[Signature]  
Signature

STATE OF Florida  
COUNTY OF Lee

President/owner  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 26th day of July, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: \_\_\_\_\_.

[Stamp/seal required]

[Signature]  
Signature, Notary Public

