

## **AGREEMENT FOR ELECTRICAL SERVICES MASTER ANNUAL**

**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 Simmonds Electrical of Naples, Inc., a Florida corporation authorized to do business in the State of Florida, whose address is 8981 Quality Rd., Bonita Springs, FL 34135, and whose federal tax identification number is 37-1654907, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase Countywide electrical services, on an "as needed" basis, from the Vendor in connection with "Electrical Services Master Annual" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP200049AEJ on February 14, 2020 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on October 7, 2020; and,

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

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

### **I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 5, Detailed Specifications of RFP200049AEJ, a photocopy of said Detailed Specifications being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP200049AEJ, 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**

This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a one-year period. There may be an option to extend this contract upon the written mutual agreement of the County and the Vendor for three (3), additional one (1) year periods. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- A. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

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

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

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



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

**V. ADDITIONAL PURCHASES**

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

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

**VI. LIABILITY OF VENDOR**

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

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

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

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

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



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

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

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

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

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

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

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

**XI. COMPLIANCE WITH APPLICABLE LAW**

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

**XII. 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. STOP WORK ORDER**

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

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

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

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

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

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

#### **XVI. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the



County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Eugene B. Simmonds  
Title: President  
Address: 8981 Quality Rd.

County's Representatives:

Names: Roger Desjarlais      Mary Tucker  
Titles: County Manager      Director of Procurement Management  
Address: P.O. Box 398

	<u>Unit 1</u>		
	<u>Bonita Springs, FL 34135</u>		<u>Fort Myers, FL 33902</u>
Telephone:	<u>239-643-2770</u>	Telephone:	<u>239-533-2221</u> <u>239-533-8881</u>
Facsimile:	<u>239-643-6873</u>	Facsimile:	<u>239-485-2262</u> <u>239-485-8383</u>
E-mail:	<u>lauren@simmondsel ectricalofnaples.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</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

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

WITNESS:

Signed By: *Cindy Simmonds*

Print Name: Cindy Simmonds

**SIMMONDS ELECTRICAL OF NAPLES, INC.**

Signed By: *E.B. Simmonds*

Print Name: E.B. Simmonds

Title: President

Date: 01/08/2021

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: *[Signature]*

*Vice-CHAIR*

DATE: *2-11-21*

ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY: *Missy Flint*

**DEPUTY CLERK**



Commissioner Cecil L Pendergrass  
Lee County Board of County Commissioners  
District 2

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

BY: *[Signature]*

**OFFICE OF THE COUNTY ATTORNEY**

## EXHIBIT A DETAILED SPECIFICATIONS

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### DETAILED SPECIFICATIONS

#### 1. GENERAL SCOPE

1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide Countywide electrical services on an "as needed" basis. Such services include, but are not limited to, new electrical installations and repairs at the County's water, wastewater, distribution, collections, Facilities and Construction Management managed facilities, or other designated County systems for projects under \$75,000.00. This Agreement shall include minor electrical material to complete the electrical repair or installation. The work under this Agreement is divided into two levels, Level One and Level Two, of services based on qualifications and complexity of scope of work.

#### 2. SAFETY REQUIREMENTS:

- 2.1. The Vendor must comply with all federal and state safety regulations included but limited to Occupational Safety and Health Administration (OSHA) and the Department of Workforce Development (DWD) regulations.
- 2.2. Lee County Utilities follows the NFPA 70E Standard for all its employees working on electrical equipment. The Vendor is required to meet the same standard.

#### 3. DETAIL SCOPE / TECHNICAL SPECIFICATIONS

##### 3.1. LEVEL ONE:

3.1.1. Level One services shall consist of general electrical installations that require commercial electrical experience. Work performed in this level shall be for projects or repairs including, but not limited to:

- Light Pole repairs or replacement. (Requires Vendor supply of lift or bucket truck).
- Installation of new electrical circuits for lighting or general purpose outlets.
- Repair and replacement of existing conduit.
- Install new light fixtures.
- Installation of new conduit for fiber optics.
- Installation or repair of small towers for radio communications.
- Repair or replacement of load centers, transformers and safety switches.
- Installation or repairs of small control panels.
- Repair or replacement of variable frequency drives under 75 HP.
- Replace circuit breakers.
- Install conduit for new equipment.
- Add or repair lightning protection wiring and conduit.
- Perform electrical underground wiring locates.
- Repair and replace underground electrical splices.

##### 3.2. LEVEL TWO:

3.2.1. Level Two services shall consist of industrial electrical installations that require water/ wastewater electrical experience. Work performed in this level shall be for projects or repairs including, but not limited to:

- All items listed for Level One.
- Switchgear and panel board replacement.
- Installation of new pumps and motors.
- Replacement of lift station control panels.
- Replacement of well control panels.



- Repair or replacement of variable frequency drives over 75 HP.
- Installation of major plant equipment and improvements.
- Motor Control center replacement and repair.
- Install new or replace large electrical transformers.
- Install conduit, wiring for emergency transfer equipment.
- Install new grounding systems.
- Perform breaker testing and wire insulation testing.
- Hook up electric to new networking equipment.
- Run grounding systems for new network equipment.
- Hook up emergency generators for temporary power as needed.

**4. FULL PROJECT RESTORATION**

- 4.1. The Vendor shall ensure that the project site is restored to the satisfaction of the County, at its sole discretion, following all work completed under this Agreement. Following project specific needs, additional services unrelated to the specified scope of work as described herein may be required to provide for full project completion. Such services may be requested under this Agreement on a project-by-project basis where the Vendor or County deem necessary and applicable.

**5. EMERGENCIES**

- 5.1. Vendor shall respond to emergency requests within two (2) hours or less. This includes providing necessary equipment when applicable.
- 5.2. Emergency status/categorization for purposes of this Agreement shall be at the discretion of the County department authorizing work to be completed.

End of Detailed Specifications

### 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. PROJECT TERM

- 1.1. 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 a one-year (1) period. There may be an option to extend this contract upon the written mutual agreement of the County and the Vendor for three (3), additional one (1) year periods.

#### 2. BASIS OF AWARD

- 2.1. It is the County's intent to award to a pool of qualified Contractor(s) that meet all evaluation criteria. County departments shall utilize the Vendor that is in the best interest of the County based on the needs for each individual project. Following the County's rights as described and reserved herein, multiple Vendors may be awarded agreements under this solicitation.

#### 3. ALLOCATION OF WORK

- 3.1. Departments shall utilize the Vendor that is in the best interest of the County based on the needs for each individual project and following the Work Authorization guidelines provided herein. Nothing provided within this Agreement shall give the Vendor exclusive rights to County work or prohibit the County from authorizing work to any Vendor, holding an Agreement associated with this solicitation, where and as deem in its best interest to do so at the sole discretion of the County.

#### 4. WORK AUTHORIZATION

- 4.1. Each project shall not exceed \$75,000.00.
- 4.2. Any project/Purchase Order \$25,000.00 or less may be awarded via purchase order to any Vendor holding a valid contract under this bid and able to meet the project schedule.
- 4.3. Any project/Purchase Order \$25,000.01, but less than \$75,000.00 shall be quoted by a minimum of three (3) of the approved Vendors holding a valid contract under this solicitation and awarded via Purchase Order. If there are fewer than three (3) approved Vendors holding a valid contract under this Solicitation, then all of the Vendors shall quote the project/task.
- 4.4. Hourly rates cannot exceed their individual position titles per the fee schedule within the executed agreement.
- 4.5. All projects will use the Purchase Order as the Notice to Proceed. The start date and the number of days to complete the project must be included on the Purchase Order. If the start date is left off the Purchase Order then the date of the Purchase Order approval will default as the NTP start date.
- 4.6. The County retains the right to select any Vendor to whom multiple-Contractor award has been made.
- 4.7. The County reserves the right to purchase materials and deliver required materials and supplies to the job site. There shall be no charges for materials or handling by the Vendor for County purchased materials and supplies.
- 4.8. Vendor invoices for parts/materials shall be made available to the County for random audits to verify procurement costs.

#### 5. PERMITS

- 5.1. Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of County permits and fees to be paid by the Vendor to complete work under this Agreement. This section and associated clauses does not relieve the Vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.

5.1.1. \*Permits as required shall be responsibility of Vendor unless otherwise stated herein. County permit and associated fees are available at <http://www.leegov.com/permits>\*



5.2. Unless otherwise specified herein, the Vendor shall secure and pay for all permits, impact fees, and licenses and shall pay for all governmental charges and inspection fees necessary for the prosecution of the work. County permits and fees are required to be obtained and paid for by the Vendor.

5.3. The Vendor shall also pay all public utility charges and connection fees, except as provided for in the Contract Documents.

5.4. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.

5.5. Permits obtained by the Vendor will be reimbursed at cost, no mark-up.

## 6. PRICING

6.1. Pricing shall be a full loaded labor rate inclusive of all labor, overhead, profit and any other incidental costs associated with such labor. Material and heavy equipment (shall not include tools) will be negotiated and invoiced as separate pay items.

6.2. Material Markup - Percentage markup for repair components and new equipment shall be above Vendor incurred costs for such items. A mark-up on sales tax will not be allowed. County reserves the right at any point during the term of the Agreement, inclusive of any renewals, to request supporting documentation of Vendor invoiced amounts of material markup items.

6.3. Overtime and emergency rates shall be charged for work conducted outside of the County facility standard operating hours to include weekends and County observed holidays.

## 7. INVOICES

7.1. The Vendor's invoices shall include the following items:

- The full name of the County employee who authorized the work to be done.
- Name of the facility where work was performed.
- Address or location of the facility.
- County work order, purchase order or contract number.
- Problem corrected and description of work performed.
- Identifiers for equipment worked on, e.g., lift station number, pump number, serial number, horsepower, manufacturer, etc.
- For labor, invoices shall include the name, classification, work performed, total straight time hours worked, total premium time hours worked, and extended amount.
- For repair components, the invoices shall include the item, quantity, unit price, and extended amount.
- For replacement equipment supplied and /or installed, the invoices shall include the item description, manufacturer, model number, serial number, location where delivered or installed, price, mark-up, and extended amount.
- For crew billing, invoices shall include premium time hours for crew, rate for crew, crane use hours, rate and extended amounts.
- For any subcontracted work, the invoices shall include the name of subcontractor, work performed, price, mark-up and extended amount.
- For miscellaneous items, e.g., overnight freight, pick-up or delivery charges, consumables, etc., invoices shall indicate such items as a separate line item.
- For miscellaneous items, e.g., overnight freight, pick-up or delivery charges, consumables, etc., such charges shall be pass-through charges at Vendor costs incurred.
- For specialty services, if any, the invoices shall include the service provided, name of provider, hours, rate and extended amount.
- In the event that the Vendor bills the County for charges from other sources, the Vendor shall provide invoices in order to verify any additional charges plus the markup percentage.

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- Include on invoices for ALL labor type jobs date of when work started and completed.
- Include any heavy equipment rate charge or permit fee.

End of Special Conditions





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.lee.gov.com/procurement](http://www.lee.gov.com/procurement)

Posted Date: February 25, 2020

Solicitation No.: RFP20045AEJ

Solicitation Name: Electrical Services-Master Annual

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. **CLARIFICATION:** The vendor, contractor, subcontractors, or agents of the contractor that will have access to certain County facilities may be required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. There may be fees associated with these procedures. These costs are the responsibility of the Vendor. The Vendor holding a contract with the County is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statute Chapter 435. The Vendor is required to complete the Vendor Background Screening Affidavit as part of the contract package and such shall be required to meet the requirements contained therein. A copy of this affidavit has been attached and made part of this addendum.

## 2. ATTACHMENTS

- EXHIBIT E – Vendor Background Screening Affidavit

## 3. QUESTIONS/ANSWERS

1.	Will the contractor be required to obtain a bond for projects issued under this agreement?
Answer	All projects issued under this agreement shall not exceed \$75,000.00. Therefore, a bond will not be required.

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.

*Ashley Jones*

Procurement Analyst  
Procurement Analyst Direct Line: 239-533-8858  
Lee County Procurement Management

**ATTACHMENT**  
**Vendor is required to complete following as part of contract documents.**

**EXHIBIT E**

**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: 01/08/2021

A handwritten signature in blue ink, appearing to read "E.B. Simmonds".

Signature

STATE OF FLORIDA  
COUNTY OF LEE

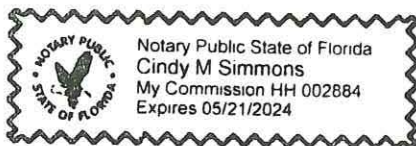
E.B. Simmonds  
Name/Title

On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: \_\_\_\_\_

[Stamp/seal required]

A handwritten signature in blue ink, appearing to read "Cindy M. Simmons".

Signature, Notary Public







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.lee.gov.com/procurement](http://www.lee.gov.com/procurement)

Posted Date: March 17, 2020

Solicitation No.: RFP20049AEJ

Solicitation Name: Electrical Services-Master Annual

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.

**OPEN DATE/BIDS DUE EXTENSION:**

**FROM: Friday, March 20, 2020 at 2:30 PM**

**TO: Wednesday, April 15, 2020 at 2:30 PM**

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

**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.**

*Ashley Jones*

Ashley Jones  
Procurement Analyst Direct Line: 239-533-8858  
Lee County Procurement Management



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:** April 3, 2020

**Solicitation No.:** RFP200049AEJ

**Solicitation Name:** Electrical Services-Master Annual

**Subject:** Addendum Number 3

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.

**1. OPEN DATE/BIDS DUE EXTENSION:**

**FROM: Wednesday, April 15, 2020 at 2:30 PM**

**TO: Wednesday May 6, 2020 at 2:30 PM**

**2. CLARIFICATION**

There was a clerical error to the intended solicitation number on the solicitation package and prior issued addendums. By way of this addendum any prior reference to RFP20045AEJ and RFP20049AEJ shall be considered updated to RFP200049AEJ.

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

**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.**

*Ashley Jones*

Ashley Jones  
Procurement Analyst Direct Line: 239-533-8858  
Lee County Procurement Management





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:** April 8, 2020

**Solicitation No.:** RFP200049AEJ

**Solicitation Name:** Electrical Services-Master Annual

**Subject:** Addendum Number 4

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.

**1. OPEN DATE/BIDS DUE EXTENSION:**

**FROM: Wednesday, May 6, 2020 at 2:30 PM**

**TO: Friday, June 12, 2020 at 2:30 PM**

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

**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.**

Ashley Jones  
Ashley Jones  
Procurement Analyst Direct Line: 239-533-8858  
Lee County Procurement Management



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:** May 29, 2020

**Solicitation No.:** RFP200049AEJ

**Solicitation Name:** Electrical Services-Master Annual

**Subject:** Addendum Number 5

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.

**1. OPEN DATE/BIDS DUE EXTENSION:**

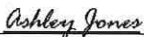
**FROM: Friday, June 12, 2020 at 2:30 PM**

**TO: Friday, July 10, 2020 at 2:30 PM**

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

**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.**

  
\_\_\_\_\_  
Ashley Jones  
Procurement Analyst Direct Line: 239-533-8858  
Lee County Procurement Management



**EXHIBIT B  
FEE SCHEDULE**

Electrical Services – Master Annual					
<i>LEVEL ONE: General electrical installations that require commercial electrical experience.</i>					
Item	Description	Unit of Measure	Regular Rate	Overtime Rate	Emergency Rate
1	Apprentice/Helper	Hour	65.00	97.50	97.50
2	Journeyman Electrician	Hour	65.00	97.50	97.50
3	Master Electrician	Hour	65.00	97.50	97.50
4	Level One Materials Markup	Percentage	15 %		
<i>LEVEL TWO: Industrial electrical installations that require water/ wastewater electrical experience.</i>					
Item	Description	Unit of Measure	Regular Rate	Overtime Rate	Emergency Rate
1	Apprentice/Helper	Hour	65.00	97.50	97.50
2	Journeyman Electrician	Hour	65.00	97.50	97.50
3	Electrical Foreman	Hour	65.00	97.50	97.50
4	Electrical Superintendent	Hour	65.00	97.50	97.50
5	Level Two Materials Markup	Percentage	15 %		

<b>Level One:</b> General electrical installations that require commercial electrical experience.	
✓	Light Pole repairs or replacement. (Requires contractor supply of lift or bucket truck)
✓	Installation of new electrical circuits for lighting or general purpose outlets.
✓	Repair and replacement of existing conduit.
✓	Install new light fixtures.
✓	Installation of new conduit for fiber optics.
✓	Installation or repair of small towers for radio communications.
✓	Repair or replacement of load centers, transformers and safety switches.
✓	Installation or repairs of small control panels.
✓	Repair or replacement of variable frequency drives under 75 HP.
✓	Replace circuit breakers.
✓	Install conduit for new equipment.
✓	Add or repair lightning protection wiring and conduit.
✓	Perform electrical underground wiring locates.
✓	Repair and replace underground electrical splices.
<b>Level Two:</b> Industrial electrical installations that require water/ wastewater electrical experience.	
✓	All items listed for Level One.
✓	Switchgear and panel board replacement.
✓	Installation of new pumps and motors.
✓	Replacement of lift station control panels.
✓	Replacement of well control panels.
✓	Repair or replacement of variable frequency drives over 75 HP.
✓	Installation of major plant equipment and improvements.
✓	Motor Control center replacement and repair.
✓	Install new or replace large electrical transformers.
✓	Install conduit, wiring for emergency transfer equipment.
✓	Install new grounding systems.
✓	Perform breaker testing and wire insulation testing.
✓	Hook up electric to new networking equipment.
✓	Run grounding systems for new network equipment.
✓	Hook up emergency generators for temporary power as needed.

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

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



**Verification of Coverage:**

- a. 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:
  - 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.

## 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: 01/08/2021

A handwritten signature in blue ink, appearing to read "E.B. Simmonds".  
Signature

STATE OF Florida  
COUNTY OF LEE

E.B. Simmonds  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8 day of JANUARY, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: \_\_\_\_\_

[Stamp/seal required]

A handwritten signature in blue ink, appearing to read "Cindy M. Simmons".  
Signature, Notary Public