

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 Cogburn Bros, Inc., a Florida corporation, whose address is 3300 Faye Road, Jacksonville, FL 32226, and whose federal tax identification number is 59-1742857, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase electrical services from the Vendor in connection with "Electrical Services – Master Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP240339CFC on August 27, 2024 (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 November 21, 2024; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Detailed Specifications section of RFP240339CFC, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP240339CFC, 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 on an "as needed basis" for a one (1) year period. Upon the mutual written agreement of both parties, the Agreement may be renewed for up to three (3), additional one (1) year terms. The effective date shall be February 2, 2025

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

III. COMPENSATION AND PAYMENT

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

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor

under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel

shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. CONTRACT TERMINATION

- A. **MATERIAL BREACH** A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.
- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely

within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or

equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.

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

XIII. DISPUTE RESOLUTION

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

XIV. STOP WORK ORDER

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

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

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

XV. VENDOR WARRANTY

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

XVI. MISCELLANEOUS

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

- party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
 - D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
 - E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
 - F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
 - G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
 - H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.
 - I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Raymond Smith
Title: Vice President

Address: 3300 Faye Road
Jacksonville, FL 32226
Telephone: (904)358-7344
Facsimile: (904)358-2805
Email: rhsmith@cogburnbros.com

County's Representative

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

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


[Remainder of this page left intentionally blank.]

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

WITNESS:

Cogburn Bros, Inc.

Signed By: 

Signed By: 

Print Name: Douglas C. Cogburn

Print Name: Raymond H. Smith

Title: Vice President

Date: December 6th, 2024

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

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

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

DETAILED SPECIFICATIONS

VER 04-09-24

DETAILED SPECIFICATIONS

1. GENERAL SCOPE

1.1. The Lee County Board of County Commissioners seeks to contract with a Library of qualified Vendors 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.
- 2.3. The Vendor shall supply their staff with safety equipment including but not limited to fall protection, electrical personal protective equipment (PPE), and necessary equipment (i.e. man lifts).

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 at 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.
- Installation of 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 repair of small control panels. •
- Repair or replacement of variable frequency drives under 75 HP.
- Replace circuit breakers.
- Installation of 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 at 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 at or over 75 HP.

- Installation of major plant equipment and improvements.
- Motor Control Center replacement and repair.
- Installation of new or replacement large electrical transformers.
- Installation of conduit and wiring for emergency transfer equipment.
- Installation of new grounding systems.
- Performance of 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 and be on scene at the facility 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. 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 (1) year period. Upon the mutual written agreement of both parties, the Agreement may be renewed annually for up to three (3) one-year terms.

2. BASIS OF AWARD

2.1. It is the County's intent to award to a Library of qualified Vendor(s) that meet all evaluation criteria. The County shall utilize this Library, at its sole discretion, to award according to the needs of each individual project. Following the County's rights as described and reserved herein, multiple Vendors may be awarded agreements under this solicitation.

3. LOCAL PREFERENCE

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

4. ALLOCATION OF WORK

4.1. Departments shall award following the Work Authorization guidelines provided herein. The County reserves the right, in its sole judgment, to award to any Vendor(s) holding a valid contract under this solicitation. This Agreement does not grant exclusive rights to County work or prohibit the County from authorizing work to any Vendor holding a valid contract associated with this solicitation.

5. WORK AUTHORIZATION

5.1. Work will be authorized, scheduled, funded, and accounted for by issuance of a Purchase Order from the requesting department.

5.2. Each project shall not exceed \$75,000.00.

5.3. Any project/Purchase Order \$25,000.00 or less may be awarded via Purchase Order to any Vendor holding a valid contract under this solicitation and able to meet the project schedule.

5.4. Any project/Purchase Order between \$25,000.01, and \$75,000.00 shall be quoted by a minimum of three (3) of Vendors holding a valid contract under this solicitation and awarded to the lowest quote received via Purchase Order. If there are fewer than three (3) approved Vendors holding a valid contract under this Solicitation, then all Vendors shall be requested to quote the project/task.

5.5. Hourly rates cannot exceed their individual position titles per the fee schedule within the executed agreement.

5.6. Departments may 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 of the Purchase Order, then the date of the Purchase Order approval will default as the NTP start date.

5.7. 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.

5.8. Vendor invoices for parts/materials shall be made available to the County for random audits to verify procurement costs.

6. PRICING

6.1. Regular rate:

- 6.1.1. Regular rate shall be inclusive of all labor, overhead, profit and any other incidental costs associated with such labor.
- 6.1.2. Regular rate shall be utilized when work is scheduled and conducted during standard County operating hours of Monday thru Friday 8:00am – 5:00pm.

6.2. After Hour/Holiday rate:

- 6.2.1. After Hour/Holiday Rate shall be inclusive of all labor, overhead, profit, and any other incidental costs associated with such labor.
- 6.2.2. After Hour/Holiday Rate shall be billed for scheduled work conducted outside of the County facility standard operating hours of Monday thru Friday 8:00am to 5:00pm and shall include weekends and County observed holidays. County observed holidays are shown in chart as follows:

HOLIDAY SCHEDULE	
New Year's Eve *	December 31
New Year's Day *	January 1 st
Martin Luther King Day	3 rd Monday in January
Memorial Day	Last Monday in May
Fourth of July	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	4 th Friday in November
Christmas Eve *	December 24
Christmas Day *	December 25
** CHRISTMAS DAY AND NEW YEAR'S DAY**	
<i>IF CHRISTMAS DAY FALLS ON</i>	<i>DAYS OFF</i>
Sunday	Monday and Tuesday
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

6.3. Emergency Rate:

- 6.3.1. Emergency rate shall be inclusive of all labor, overhead, profit, and any other incidental costs associated with such labor.
- 6.3.2. Emergency Rate shall be billed only with authorization from the issuing County department.
- 6.3.3. Vendor shall respond to emergency requests and be on scene at the facility within two (2) hours or less. This includes providing necessary equipment when applicable.
- 6.3.4. Emergency status/categorization for purposes of this Agreement shall be at the discretion of the County department authorizing work to be completed.

6.4. Material Markup (Maximum of 15%)

- 6.4.1. Percentage markup for repair components and new equipment shall not exceed 15% of Vendor incurred costs. A markup on sales tax will not be permitted. County reserves the right at any point during the term of the Agreement, inclusive of any renewals, to request supporting documentation of Vendor invoiced amounts of material markup items.
- 6.4.2. Material which consists of repair components and new equipment (shall not include tools) must be invoiced as separate pay items.

6.5. Rental Equipment

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

7. PERMITS

- 7.1. 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 do not relieve the Vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
 - 7.1.1. Permits as required shall be responsibility of Contractor unless otherwise stated herein. County permit and associated fees are available at <http://www.leegov.com/permits>
- 7.2. The Vendor shall also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 7.3. 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.
- 7.4. Permits obtained by the Vendor will be reimbursed at cost, no markup.

8. INVOICES

- 8.1. 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.
 - 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 hours worked and the hourly rate as listed on Fee Schedule included in contract.
 - 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 delivered or installed, price, markup (max 15%), and extended amount.
 - For subcontracted specialty crew billing e.g., crane crew or lift crew, the invoices shall include the name of subcontractor, work performed, crew rate, hours and extended amount including.
 - Include on invoices for ALL labor type jobs date of when work started and completed.
 - Include any permit fees and receipts.

- 8.2. Vendor shall supply any information necessary to accurately verify all costs incurred by the County and such shall accompany the Vendor's invoice. If the County cannot accurately assess the costs for any project, payment shall be withheld until the Vendor substantiates all its invoiced charges. A current invoice shall be provided to verify material costs, but if for some reason this cannot be done the County representative shall determine the cost of the material.
- 8.3. Materials that the Vendor has in stock and not specifically purchased for a County project does not need to have back-up attached unless the County deems the cost of the item to be substantial. When the County so deems the cost to be substantial, the County will request the back-up for the item in question.
- 8.4. The County reserves the right to waive price verification of material only, when and as deemed in its best interested and at its sole discretion.

End of Special Conditions



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

Posted Date: September 27, 2024

Solicitation No.: RFP240339CFC

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. OPEN DATE/BIDS DUE EXTENSION NOTICE:

FROM: October 1, 2024, at 2:30PM

TO: October 9, 2024, at 2:30PM

2. QUESTIONS/ANSWERS

1.	Do you think because of Hurricane Helene impacts we could get this due date pushed back a few days?
Answer	Please see the above Notice of Extension.

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.

Oledwin Chin

Analyst Name
 Procurement Analyst Direct Line: 239-533-8830
 Lee County Procurement Management



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

Posted Date: October 7, 2024

Solicitation No.: RFP240339CFC

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. 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. OPEN DATE/BIDS DUE EXTENSION NOTICE:

FROM: October 9, 2024, at 2:30PM

TO: October 22, 2024, at 2:30PM

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.

Cledwin Chin

Analyst Name
Procurement Analyst Direct Line: 239-533-8830
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

<i>Electrical Services - Master Annual</i>					
<i>LEVEL ONE: General electrical installations that require commercial electrical experience.</i>					
Item	Description	Unit of Measure	Regular Rate	After Hour/Holiday Rate	Emergency Rate
1	Apprentice/Helper	Hourly	\$157.50	\$212.63	\$287.06
2	Journeyman Electrician	Hourly	\$225.00	\$303.75	\$410.06
3	Master Electrician	Hourly	\$303.75	\$410.06	\$553.59
5	Level One Materials Markup (Max 15%)			Percentage	15%
<i>LEVEL TWO: Industrial electrical installations that require water/wastewater electrical experience.</i>					
Item	Description	Unit of Measure	Regular Rate	After Hour/Holiday Rate	Emergency Rate
1	Apprentice/Helper	Hourly	\$157.50	\$212.63	\$287.06
2	Journeyman Electrician	Hourly	\$225.00	\$303.75	\$410.06
3	Electrical Foreman	Hourly	\$247.50	\$334.13	\$451.08
4	Electrical Superintendent	Hourly	\$303.75	\$410.06	\$553.59
6	Level Two Materials Markup (Max 15%)			Percentage	15%
**Quantities are not guaranteed. Final payment will be based on actual quantities.					

EXHIBIT C
INSURANCE REQUIREMENTS



Lee County Insurance Requirements

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

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

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

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

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

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

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

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



Lee County Insurance Requirements

Verification of Coverage:

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

- a. **Under the Description of Operations, the following must read as listed:**

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

- b. **The certificate holder must read as follows:**

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

Special Requirements:

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

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: December 6th, 2024


Signature

STATE OF Florida
COUNTY OF Duval

Raymond H. Smith, Vice President
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6th day of December, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: Personally Known.
Type of Identification

[Stamp/seal required]


Signature, Notary Public

