

## ELECTRIC MOTOR AND PUMP REPAIR AGREEMENT

THIS AGREEMENT is made and entered by and between The City of Daytona Beach, Florida (the "CITY"), and Stewart's Electric Motor Works, Inc., a Florida profit corporation ("CONTRACTOR").

WHEREAS, CONTRACTOR is currently under written contract with The City of West Palm Beach, to provide electric motor and pump repair services, under terms and conditions specified therein; and

WHEREAS, the CITY is in need of electric motor and pump repair services; and

WHEREAS, the CITY desires to have CONTRACTOR perform such services, subject to the terms and conditions of the above-referenced Contract with the specific exceptions noted herein, in general accordance with CONTRACTOR's contract with West Palm Beach referenced above; and

WHEREAS, CONTRACTOR is willing to perform the electric motor and pump repair services under such terms and conditions.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

**1. Scope of Service.** CONTRACTOR will provide electric motor and pump repair services. The work is more fully described in the written contract between CONTRACTOR and West Palm Beach (hereinafter the electric motor and pump repair services "Contract"), attached hereto and incorporated herein by reference as Exhibit A.

**2. Contract Term/Renewal.** The Initial Term of this Agreement will commence on the Effective Date (which is the date last signed below) and end on April 4, 2021. The CITY will have the option to renew this Agreement for up to 2 terms of 1 year each by giving CONTRACTOR written notice. Such notice must be provided at least 60 days prior to the end of the Initial Term unless waived by CONTRACTOR.

**3. Payment and Billing.** Payment will be based on the unit prices set forth in the electric motor and pump repair services Contract.

**4. Incorporation of Contract; Exceptions.** All other terms and conditions of the electric motor and pump repair services Contract will apply to this Agreement, except to where such terms and conditions conflict with the provisions herein. These exceptions to the terms and conditions include the following:

(a) All references to West Palm Beach, and similar terms will be deemed to refer to the CITY.

(b) All references to "Supplier," "Vendor," "Contractor," and similar terms in the West Palm Beach Contract will be deemed to refer to CONTRACTOR.

(c) All references to “Palm Beach County” and similar terms will be deemed to refer to Volusia County, Florida.

(d) All references within the electric motor and pump repair services Contract to specific names or titles of officers/departments/divisions, or to specific locations (such as for delivery of goods, receipt of CONTRACTOR invoicing, etc.), not specifically corrected in this Agreement, will be deemed to refer to the equivalent CITY officers/departments/divisions, and CITY locations, as hereafter designated by the CITY’s Designated Representative.

(e) The person identified below for receipt of notices to the CITY or his or her designee will be the CITY’s Designated Representative in all matters arising under this Agreement, except as specifically provided otherwise in this Agreement.

(f) CITY shall provide CONTRACTOR a copy of CITY’s sales tax exempt certificate.

(g) CITY does not have a debarment/suspension requirement or procedure as referenced in the part of the West Palm Beach Contract titled “Electric Motor and Pump Repair.” All references to debarment, suspension, or termination as referenced in said part of the electric motor and pump repair services Contract are hereby waived. Such waiver does not alter or diminish CITY’s right to suspend or terminate CONTRACTOR as provided below.

**5. Standard of Performance.** In addition to any standards of performance or warranties set forth in the West Palm Beach Contract, CONTRACTOR affirms that CONTRACTOR’s services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR’s profession performing the type of services provided herein within the State of Florida.

## **6. Public Records.**

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida’s Public Records Law, ch. 119, Florida Statutes, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk’s request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Agreement, or, if this is a Contract for a specified Term, through the expiration of the Term; and following such completion or expiration, as applicable, if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of the work, or, if this is a Contract for a specified Term, upon expiration of the Term, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone) 386 671-8023  
(Email) clerk@codb.us  
(Address) 301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

7. **Notices.** All notices, requests, demands and other communications required under this Agreement will be in writing and deemed delivered if delivered in person, by telefax, by overnight courier or by certified or registered mail:

If to City, to: Michael Riley, Engineer I  
Daytona Beach Utilities  
3651 LPGA Blvd.  
Daytona Beach, FL 32124  
Fax: (386) 671-8605

If to CONTRACTOR, to: Paul E. Stewart Vice President  
Name and Title  
8951 Trussway Blvd.  
Street Address, no PO Box  
Orlando, Florida 32824  
City, State, Zip  
407-859-2584  
Fax

**8. Termination.**

(a) The CITY may by written notice to CONTRACTOR terminate this Agreement, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONSULANT at least 30 day's advance notice of termination. This Agreement will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Agreement will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

In either instance described above, upon termination CONTRACTOR will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by the CITY or by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**9. Suspension of Services.** If the notice of material breach issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

**10. Indemnification.** CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Agreement. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

**11. Insurance.** CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) *Coverage and Amounts.*

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability Insurance**, including (i) **Commercial General liability** coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) Automobile Liability Insurance, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the owner, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Agreement.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. CONTRACTOR'S Commercial General Liability insurance policy shall provide coverage to CONTRACTOR, and CITY when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of CITY in Contractor's Care, Custody or Control or Property of CITY on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When CITY is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(b) *Proof of Insurance.* CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Agreement. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) *Cancellation; Replacement Required.* CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) *Termination of Insurance.* CONTRACTOR may not cancel the insurance required by this Agreement until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Agreement and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) *Liabilities Unaffected.* CONTRACTOR's liabilities under this Agreement will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Agreement will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Agreement.

**12. Disputes.** If a dispute exists concerning this Agreement, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) *Negotiations.* A Party will request in writing that a meeting be held between representatives of each Party within 14 Calendar Days of the request or such later date that the Parties

may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) *Non-Binding Mediation.* Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described above proves unsuccessful or the Parties mutually waive the procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

**13. Additional Provisions.** The following additional provisions apply:

(a) CONTRACTOR will comply with the terms and conditions of any and all federal, state and local permits, which may be required for the work to be performed. The CITY will be responsible for obtaining all other permits at the CITY's cost.

(b) CONTRACTOR will not assign, transfer, delegate or in any other manner dispose of its rights, privileges or obligations under this Agreement, without the written consent of the CITY.

(c) This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Agreement and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Agreement. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Agreement; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(d) The exclusive venue for any litigation arising out of this Agreement will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(e) JURY TRIAL WAIVED. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(f) Except where specifically provided herein, in case of litigation between the Parties concerning this Agreement, each party will bear all of its litigation costs, including attorney's fees.

(g) A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Agreement imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

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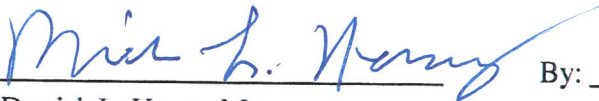


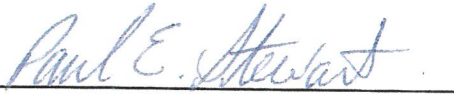
(h) This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below.

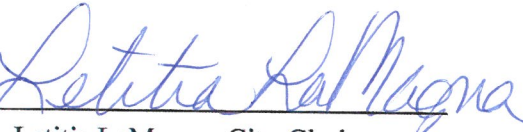
**THE CITY**

**CONTRACTOR**

By:   
Derrick L. Henry, Mayor

By: 

Printed Name: Paul E. Stewart

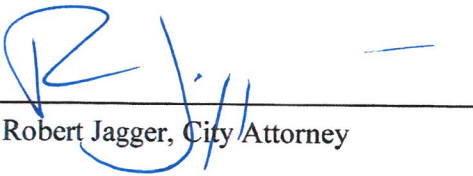
Attest:   
Letitia LaMagna, City Clerk

Title: Vice President

Date: 11-7-19

Date: October 11, 2019

Approved as to legal form:

By:   
Robert Jagger, City Attorney

FORM Term Services contract



WEST PALM BEACH

**MASTER SERVICES AGREEMENT**  
**ELECTRIC MOTOR AND PUMP REPAIR**

Contract No. 21128  
ITB No. 17-18-118

THIS CONTRACT is made and entered into by and between the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida, whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City") and **STEWART'S ELECTRONIC MOTOR WORKS, INC.**, a corporation of the State of Florida, whose address is 8951 Trussway Blvd., Orlando, FL 32824 (the "Contractor").

**WITNESSETH:**

WHEREAS, the City issued its Invitation to Bid No. 17-18-118 (the "ITB") pursuant to state and local law to solicit proposals to provide Electric Motor and Pump Repair; and

WHEREAS, Contractor is a professional qualified to render said services and has responded to the ITB by submitting its Bid dated January 24, 2018 (the "Bid"); and

WHEREAS, the City desires to engage Contractor to provide such services according to the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the parties hereto understand and agree as follows:

**THIS AGREEMENT** ("Agreement") is made by and between the **CONTRACTOR** identified above and the **City of West Palm Beach** ("City"), 401 Clematis Street, West Palm Beach, FL 33401,

In consideration of the covenants and conditions set forth in this Agreement, the Contractor and City agree as follows:

**1. Services/Method of Ordering Work.**

1.1 Scope. The Contractor hereby agrees to provide all labor, supervision, material, equipment and outside services necessary to repair or refurbish electric motors and pumps on an "as-needed" basis (the "Scope of Work") subject to and in accordance with the terms, conditions and provisions of this Contract and the Contract Documents described below. All repair and refurbishment shall be performed in accordance with Electrical Apparatus Service Association's (EASA) Recommended Practice, 1998 Revision and the National Electrical Manufacturers Association (NEMA) Standards for service and repair of electrical apparatus. The work shall be provided at the City's Water Treatment Plant or other City locations the "Repair Sites", as requested by the City. Contractor agrees to furnish all the parts, equipment and labor necessary for performance of the Work in a good, firm, substantial and workmanlike manner, in accordance with all applicable plans and specifications.

1.2. The Contractor shall keep an ample inventory of parts to ensure parts availability and shall provide a parts list on CD with pricing and the percentage of discount off of the list price for all parts. All parts and equipment must be new, carry standard warranties and must meet the specifications of this Contract.

1.3 Pickup and Delivery. The Contractor shall provide free pickup and delivery of all equipment to be repaired at the Contractor's facility. If the equipment is unable to be transported to the Contractor's facility, repairs shall be performed at the specified City facility.

1.3.1 Pickup Time. The Contractor shall pickup equipment for repair within twenty-four (24) hours of receipt of verbal notification by the City, including after normal business hours, weekends and holidays.

1.3.2 Removal and Replacement. The City will be responsible for the removal and replacement of equipment when feasible for the initial repair and for a second time if rework is required due to faulty repair by the Contractor. All costs incurred by the City for the third and subsequent rework cycles will be charged to the Contractor.

1.4 This Contract is on a non-exclusive basis and the City reserves the right to award other contracts for services falling within the scope of this Contract.

1.5 Emergency. If, in the sole opinion of the City, an emergency exists, the Contractor shall provide emergency repair service either in the field or at the Contractor's facility within two (2) hours of notification on a twenty-four (24) hours a day, seven (7) days a week basis, including holidays. Contractor shall have a qualified technical service representative residing in the State of Florida throughout the term of the Contract or otherwise guarantee in writing two (2) hour on-site emergency assistance.

#### 1.6 Method of Ordering Work.

1.6.1 Direct Orders. Emergency type work related to the repair of electric pumps and motors and other emergency-type work, or work which in the City's determination requires immediate Services may be ordered by the City under this Contract as needed, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of this Contract. Upon completion of each work task, the Contractor will submit an individual invoice of said task indicating the date work was performed, the description of the person performing the work, the hourly rates charged, equipment provided, rate charged for equipment, materials or supplies in accordance with the Contract.

1.6.2 Work Orders. Services will be requested by City via work order. Work orders will be issued by City on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in this Agreement. No work is authorized until a work order is fully executed by the City. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the City. All terms and conditions of this Agreement will be applicable to each Work Order. Upon completion of Work Order task, the Contractor will submit an individual invoice, a copy of the Work Order and the appropriate completed Small Business participation form. No minimum quantity of work orders nor minimum amount of compensation is guaranteed under this Agreement. No Work Order may be issued for Services to be completed after the expiration of this Agreement. The form of City's work order is attached to this Agreement as **Exhibit A**. Time is of the essence with respect to each Work Order, and Work Orders shall be completed within the time indicated for each Work Order.

1.6.2.1 Contractor's Understanding. Upon receipt of a Work Order it is understood and agreed that the Contractor will, by careful examination, satisfy himself as to the nature and location of the work, the site conditions, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor will visit the site, review any design criteria furnished by City, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor deems both his inspection of the site and review of information furnished by City to be an adequate investigation. By execution of the Work Order Contractor represents that the plans and specifications are consistent, practical, feasible and that the work can be completed within the scheduled time. Contractor affirmatively covenants that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the City.

1.6.2.2 Subcontractors and Suppliers. Unless otherwise required to be specified in Contractor's Bid, within three (3) days after the date of the City's issuance of a Work Order, the Contractor shall furnish to the City in writing the names of the persons or entities (including those who are to furnish parts, materials or equipment fabricated to a special design) whom the Contractor will engage as sub-contractors or suppliers for the Project. The Contractor shall not change such sub-contractors or suppliers without written

notice to City, and shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection in writing, after such notice. The Contractor understands and agrees that the Contractor alone is responsible to the City for all of the work under the Contract and that any review of subcontractors, sub-subcontractors or suppliers by the City will not in any way make the City responsible to any subcontractor or sub-subcontractor or suppliers. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by terms of this Contract and Contract Documents, including but not limited to the insurance requirements for workers' compensation and general liability coverage. The City shall be named as an intended Third Party Beneficiary in all subcontractor agreements provided such naming shall not create privity of contract between City and subcontractor.

All subcontracts shall provide the following exact language: *"Sub-contractor expressly waives any claims for damages which it may suffer by reason of delay caused by events beyond its' control, including delays claimed to be caused by the City or its Engineer and agrees that its exclusive remedy shall be an extension of its contract time."*

1.6.5 **Acceptance of Work.** Acceptance of Equipment provided or Services performed shall be by the City after the City's Representative has inspected the equipment or services and determined that provisions of each work order was completed consistent with the Contract Documents and applicable specifications.

## **2. F.O.B. Point / Delivery Requirements.**

2.1 **F.O.B.** The F.O.B. point shall be destination the "Repair Sites", City of West Palm Beach, West Palm Beach, FL 33401. The prices quoted for each purchase shall include all costs of packaging, transporting, delivery and unloading at the City's Repair Site. The City reserves the option to deliver to and pickup from the Contractor, pumps, parts and repaired pumps or related items.

2.2 **Delivery Time.** Delivery time for Equipment or the time for completion of Repairs is of the essence to this Contract. Delivery times for Equipment shall be as follows: (a) Equipment that is in stock locally shall be delivered within one (1) day of order placement; (b) Equipment that is not in stock locally, but, within the U.S. shall be delivered within 10 days of order placement; and (c) Equipment that is not in stock within the U.S. is to be delivered within seven (7) weeks of order placement.

2.3 **Schedule for Repairs.** The Contractor shall commence repairs on equipment within ten (10) hours from pickup by the Contractor or delivery to the Contractor's facility by the City. This time frame applies to all equipment other than those specified as emergency repairs, which shall commence immediately upon receipt.

- Routine repairs, as designated by the City, to electric motors shall be completed within five (5) working days from pickup by the Contractor or delivery to the Contractor's facility by the City. All other repairs shall be completed within forty eight (48) hours.
- Emergency repairs, as designated by the City to: (1) electric motors less than 100 HP shall be completed within twenty-four (24) hours from pickup by the Contractor or delivery to the Contractor's facility by the City, and (2) electric motors greater than 100 HP shall be completed within forty-eight (48) hours from pickup by the Contractor or arrival to the specified City facility.
- This agreement is subject to immediate termination if repairs are not completed with the times specified. The Director of the Department requesting the repair may waive the termination provision specified herein, in writing, on a case-by case basis.

## **3. Rates.**

3.1 **Rates.** The rates for Services, equipment and materials shall be established in accordance with the Schedule of Bid Items attached hereto as **Exhibit B** and incorporated into this Agreement by reference. Upon receipt of a Work Order, Contractor shall inspect and evaluate each piece of equipment after disassembly to determine if the unit can be economically repaired. If the total cost of repairs exceeds 50% of the replacement

cost of the equipment, the Contractor shall notify the City by phone with a written memorandum to follow as confirmation within ten (10) hours from: (1) pickup by the Contractor, (2) delivery to the Contractor's facility by the City or (3) review at the City's facility by the Contractor. All cost overruns from the original repair estimate given by the Contractor to the City shall be absorbed by the Contractor unless waived by the City. The Rates constitute full compensation for all equipment, vehicles, tools, labor, supervision, expertise, permits, licenses, fuel, insurance, taxes, fees, plant, transportation, suspensions, delays and incidentals necessary to complete the Work described in this Contract. The Fee established in each duly executed Work Order shall be the only basis for payment to Contractor by the City.

3.1.1 Labor Time. For on-site repairs, labor time shall commence upon site arrival, terminate upon departure, and total by ¼ hour increments. Labor Cost shall be computed by multiplying the applicable hourly rate by labor time. Contractor shall be responsible for all travel to and from job site. For repairs at Contractors facility labor time shall commence upon starting actual repairs, terminate upon completion of repairs, and be recorded in ¼ hour increments. Labor Cost shall be computed by multiplying the applicable hourly rate by labor time. **Standard labor rate** shall be for work requested and completed during the hours 8:00 A.M. to 5:00 P.M., Monday through Friday. **Premium labor rate** shall be for work requested and completed during the hours 5:01 P.M. to 7:59 A.M., Monday thru Friday, and (weekends) from 5:01 P.M. Friday to 7:59 A.M. Monday, and shall include all federal holidays.

#### 4. Invoices and Payment.

4.1 Invoices. Invoices must identify the PO number and shall be submitted to:

**West Palm Beach Finance Department**

**Attn: Accounts Payable**

P.O. Box 3366

West Palm Beach, FL 33402-3366.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. All material costs shall be listed separately on invoice(s) and state a concise description and cost of material. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30<sup>th</sup> of any given year are required to be invoiced by September 30<sup>th</sup> of that year. **Contractor shall provide W-9 to City with first invoice.**

4.2 Payment. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

4.3 Withholding Payments. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor.
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. Damage to another Contractor.
- e. Failure of the Contractor to complete work as directed by the City Engineer.

When the above grounds are removed or the Contractor provides a Surety or Performance Bond satisfactory to the City, which will protect the City in the amount withheld, payment shall be made for amounts withheld because of them.

5. Term. This Agreement shall remain in effect for three (3) years from the date of execution of this Agreement by the City. The City shall execute this Agreement last. This Agreement may be extended for two (2) additional terms of one (1) year each; provided a written Amendment to this Agreement is executed by the

parties. The term extension is optional for the parties and nothing in this Agreement gives Contractor a right to any term extension.

**6. Representations, Warranties and Covenants of Contractor.**

6.1 **Authority.** Contractor hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 **Duly Licensed.** Contractor represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **No Contingency.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Contractor, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**7. Standard of Care.** The standard of care for all Services performed or furnished by Contractor under this Agreement will be superior to the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

**8. Compliance with Laws.** In the conduct of the Services under this Agreement, Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

**9. Independent Contractor.** It is specifically understood that Contractor is an independent contractor. *If Contractor is an individual:* (i) Contractor is not an employee of the City; (ii) this Agreement is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services under this Agreement; (iii) Contractor will not be eligible to participate in any employee benefit maintained by the City; (iv) Contractor will not be covered by the City's workers' compensation insurance; (v) Contractor will be solely and exclusively responsible for payment of all taxes due in respect of all compensation and/or other consideration received by Contractor under this Agreement. *If Contractor is a business firm:* (i) Contractor acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Contractor shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Contractor's employees who provide Services under this Agreement; (iii) Contractor shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Contractor shall be responsible to the City for all work or services performed by Contractor, its employees, agents, or subcontractors under this Agreement.

**10. Right to Audit.** Contractor shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Contractor's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Contractor shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Contractor to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within 45 days from presentation of City's findings to Contractor. Failure by Contractor to permit such audit shall be grounds for termination of this Agreement by the City.

**11. Compliance with Occupational Safety and Health, Damage and Clean Up.**

11.1 Compliance. Contractor hereby certifies that all materials, equipment, parts, supplies and related items to be supplied under this Contract shall meet OSHA requirements. Contractor further certifies that if any such material, equipment, etc. delivered is found to deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material or equipment, etc. into compliance with OSHA requirements shall be borne by the Contractor.

11.2 Equipment must meet all State and Federal safety regulations.

11.3 Damage. The Contractor shall at all time guard against damage or loss to the property of the City and shall be responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through the negligence of the Contractor or its agents or employees.

11.4 Clean Up. The Contractor shall, as directed by the City, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish, and waste materials resulting from its operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste material in accordance with permission of such disposal granted to the Contractor by the City thereof.

**12. Insurance.** Contractor shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than \$1,000,000.00 Combined Single Limit per occurrence and \$2,000,000 aggregate, which may not be subject to a self-insured retention or deductible exceeding \$25,000.

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

Contractor is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Contractor understands that Contractor must comply with Sec. 440.055, F.S., and other applicable regulations. Contractor is an independent contractor.

\_\_\_\_\_  
*Contractor Signature*

(c) **Automobile Liability:** Not less than \$1,000,000.00 Combined Single Limit, per occurrence for bodily injury and property damage; may not be subject to a self-insured retention or deductible exceeding \$10,000.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

**Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.**

**Certificate of Insurance:** Contractor shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Contractor's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Contractor's insurance policy is a claims made policy, Contractor shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

**13. Indemnity.** Contractor agrees to indemnify, defend, save and hold harmless the City, its commissioners, officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Agreement by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the City, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Contractor to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

**14. Rejection, Suspension and/or Termination.**

14.1 Rejection. If any Equipment or repair is proven to be below the quality required by the specifications or requirements of the Work Order, the City reserves the right to reject that Equipment or Repair. Except as provided in Section 1.3.2 above, the Contractor, at the Contractor's own expense, shall (1) remove the rejected Equipment and immediately replace the rejected Equipment with satisfactory Equipment, or (2) correct the Repair or (3) credit the City with the full price of the rejected Equipment or reimburse the City for any funds paid for the cost of the Repair. If the Contractor is found to repeatedly require rework of previously repaired equipment, this Agreement may be termination by the City.

14.2 Suspension. The City may, at any time, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine, or to terminate the Contract for the City's convenience. If the City orders a suspension, the Contract price and time for performance shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

14.3 Deficiencies. If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the City, after three calendar days written notice and opportunity to cure to the Contractor, may, without prejudice to any other remedy City may have, terminate this contract, make good these deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

14.4 Termination. The City shall have the right to terminate any Work Order and/or this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) calendar days written notice to



Contractor. In the event of termination, the City shall compensate the Contractor for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

14.4.1 Contractor shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

14.4.2 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

**15. Warranty/Manuals.** Contractor shall warrant that all materials and equipment included in the Services are new except where indicated otherwise in Contract Documents, and that such Services will be of good quality, free from improper workmanship and defective materials and in conformance with the specifications. Contractor shall provide a comprehensive warranty for all equipment, parts, and labor furnished hereunder against defect in materials and/or workmanship for a period of five (5) years after delivery and acceptance by the City; and Contractor shall fully warranty all repairs against defect in material and or workmanship for a period of 1 year from delivery and acceptance ("Warranty Period"). The Contractor shall conduct, jointly with the City, a warranty inspection nine (9) months after the date of City acceptance of all Services. Should any defect in material or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the City, immediately upon written notice from the City. Contractor shall deliver 1 copy of the Operation and Maintenance Manual for each new piece of equipment delivered and shall collect and deliver to the City any specific written warranties given by others.

**16. Notices.** Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Contractor, to the address set forth above.

**17. Taxes.** Contractor understands that in performing the Services for the City, Contractor is not exempt from paying sales tax to Contractor's suppliers for materials required for Contractor to perform under this Agreement. Contractor shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

**18. Availability of Funds.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Contractor. The City shall be the sole and final authority as to the availability of funds.

**19. Lobbying Certification.** Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

**20. Non Discrimination.** Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

**21. Assignment.** This Agreement requires the skills and experience of Contractor and may not be assigned by Contractor. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

**22. Force Majeure.** Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil

disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

**23. Ethics; Conflict of Interest.**

23.1 Contractor represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

23.2 Contractor represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

23.3 Contractor represents that it does not and will not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.

23.4 Contractor represents that it does not employ, directly or indirectly, any official of the City. Contractor represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.

23.5 Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Contractor or its business.

23.6 Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Contractor further represents that no person having any interest shall be employed or engaged by it for said Services.

23.7 Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Agreement. Contractor, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

23.8 In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

**24. Public Entity Crimes Act.** Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Contractor and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

**25. Unauthorized Aliens.** The knowing employment by Contractor or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

**26. Small Business Requirements.** Contractor shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Contractor shall comply with the small business commitment contained in Contractor's Proposal. Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

**27. Public Records Law.** Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the Agreement, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor or Contractor shall keep and maintain all public records. If Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. If Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City. If Contractor does not transfer the records to the public agency upon completion of the Agreement, Contractor shall ensure that exempt and confidential records are not disclosed. Failure of the Contractor to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by the City, in addition to any other remedies available under the Agreement or by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk  
City of West Palm Beach  
401 Clematis Street  
West Palm Beach, FL 33401  
561-822-1210  
CityClerk@wpb.org.

**28. Governing Law.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**29. Severability.** In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

**30. Waiver.** Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

**31. Headings.** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

**32. Inspector General.** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

**33. Entire Agreement; Exhibits; Amendment.** Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Contractor.

**34. Controlling Provisions.** Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

**35. Contract Documents.** The Contractor agrees to complete all Services in accordance with the following documents, which are incorporated herein and made a part hereof.

- Exhibit A            Form of Work Order
- Exhibit B            Schedule of Bid Items
- Exhibit C            ITB 17-18-118 (Incorporated by Reference)

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year last executed below.

CONTRACTOR  
**STEWART'S ELECTRONIC MOTOR WORKS, INC.**

By: Paul E. Stewart  
Print Name: Paul E. Stewart  
Title: Vice President

**CITY OF WEST PALM BEACH**

By: Geraldine Muoio  
Geraldine Muoio, Mayor

Attest: Heather F. Gowan  
City Clerk

Date: 4/4, 2018

**CITY ATTORNEY'S OFFICE**  
Approved as to form and legality  
By: [Signature]



CITY OF WEST PALM BEACH  
Master Services Work Order  
Work Order No. \_\_\_\_\_

Contract No. 21128.\_\_\_\_

Services Type: \_\_\_\_\_

Contractor: **Stewart's Electronic Motor Works, Inc.**

1. **Services/ Task / Project:** A detailed scope of work to be performed under this Work Order is attached as **Exhibit A**.
2. **Schedule:** The Contractor shall commence services under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit** \_\_\_\_\_.
3. **Compensation:** The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of \_\_\_\_\_ (\$\_\_\_\_\_). A detailed schedule of values is attached as **Exhibit** \_\_\_\_\_.
4. **Small Business:** The small business commitment for this Work Order is \_\_\_\_\_%.
5. **Insurance:** Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.
6. **Contract Reference:** This Work Order shall be performed under the terms and conditions described within the master contract/agreement titled Electric Motor and Pump Repair, dated \_\_\_\_\_ by and between the City of West Palm Beach and the Contractor named above.

CONTRACTOR:  
**STEWART'S ELECTRONIC MOTOR WORKS,  
INC.**

**CITY OF WEST PALM BEACH**

By: \_\_\_\_\_

\_\_\_\_\_  
Geraldine Muoio, Mayor

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY ATTORNEY'S OFFICE  
Approval as to form and legality  
By: \_\_\_\_\_



City of West Palm Beach  
**SCHEDULE OF BID VALUES**

(B3)

ITB 17-18-118

Continuing Contract for Electric Motor and Pump Repair

| BID ITEM NO.                               | DESCRIPTION   | UNIT                      | UNIT PRICE |
|--|---|---------------------------|------------|
| <b>Labor Rates - Shop</b>                  |   |                           |            |
| 1  | <b>Straight Time Hours</b><br>Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.   | HR                        | \$25.00    |
| 2  | <b>Overtime Hours</b><br>Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.                         | HR                        | \$25.50    |
| <b>Labor Rates - Field</b>                 |   |                           |            |
| 3  | <b>Straight Time Hours</b><br>Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.   | HR                        | \$105.00   |
| 4  | <b>Overtime Hours</b><br>Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.                         | HR                        | \$105.50   |
| <b>Inspection/Diagnosis Charges - Shop</b> |   |                           |            |
| 5  | The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair.   | EA                        | \$0.00     |
| <b>Parts &amp; Materials</b>               |   |                           |            |
| 6  | Parts furnished by the Contractor shall be at Contractor's actual cost plus a maximum percentage markup of 5%. Evidence of actual costs shall be required through submittal of actual invoices. | Actual Cost Plus % Markup | 1x5%       |

Bidder Company Name; Stewart's Electric Motor Works, Inc.

Signature of Official Authorized to Bind Bidder

Print Name: Paul E. Stewart

Title: Vice President

Date: 01-24-2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

**BIDDERS:** THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS **MANDATORY** THAT ALL BIDDERS PROVIDE **BOTH** A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASK DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.



**Addendum 1  
ITB 17-18-118  
January 19, 2018**

### **Electric Motor and Pump Repair**

Each recipient of this Addendum acknowledges all of the provisions set forth in the Invitation to Bid (ITB) and agrees to be bound by the terms thereof.

This addendum shall modify, clarify, change or add information and become part of the above referenced ITB.

**This Addendum shall provide the following information:**

- ITB Revisions

**The following documents are included with this addendum:**

- Addendum 1 ITB 17-18-118
- Revised Contractor's Experience and Knowledge – Form (A1)

#### **Revisions**

**Revision 1: Item #19 – “Be available to respond to the City’s facilities for emergencies with four (4) hours of notification” has been removed from Form (A1) – Contractor’s Experience and Knowledge. A revised Form (A1) has been included in this addendum.**

**Revision 2: Section 1 – Scope of Work 2<sup>nd</sup> Paragraph: Please delete “Contractor shall hold a Proven Efficiency Verification (PEV) certification.”**

**Revision 3: Please add the following language to Section 1 – Scope of Work, Special Conditions:**

**5. Direct Orders. Work related to the repair of electric motors and pumps and other emergency-type work or work which, in the City's determination, requires immediate Services, may be ordered by City under the Contract, as needed, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of the Contract. Upon completion of each work task, the Contractor will submit an individual invoice of said task indicating the date work was performed, the description of the work, the person performing the work, the hourly rates charged, equipment provided, rate charged for equipment, materials or supplies, in accordance with the Contract.**

401 CLEMATIS STREET  
P.O. BOX 3366  
WEST PALM BEACH, FL 33401  
561.822.2100

All of the other information remains the same.

Proposers must acknowledge receipt of this Addendum 1 in the space provided below. This Addendum forms an integral part of the ITB documents and therefore must be executed. Failure to return this addendum with your **bid submittal** may be cause for disqualification.

Issued By: City of West Palm Beach  
Procurement Division  
January 19, 2018

Signed By:   
Nathaniel P. Rubel  
Procurement Supervisor

PROPOSER: Stewart's Electric Motor Works, Inc.

Signed By: 

Print Name: Paul E. Stewart

Title: Vice President

Date: January 24, 2018

End of Addendum 1





ITB 17-18-118
Contractor's Experience and Knowledge

Contractor Name: Stewart's Electric Motor Works, Inc.

Contractors Experience and Knowledge:

Bidders shall circle their response to the questions below and submit with their bid. Bidders shall attach documentation requested and are encouraged to attach additional information if applicable. If answering "No" to any of the questions below, please provide justification for consideration.

- 1. Documented Quality control procedures Yes or No (Circle Your Answer)
2. Must have an active annual calibration program for all equipment, meters, hand held tools and any other testing devices used in repairs. This program will be administered by a third party and all calibrations to be traceable to NIST standards. Yes or No
3. Have a minimum six (6) foot VPI System capable of holding a vacuum of one (1) Torre for a minimum of five (5) hours and the capability of pressurizing the vessel to 95 pounds per square inch (psi) for a period of eight (8) hours minimum. VPI system to use epoxy resin Class "F" or higher Insulation (Polyester varnish not acceptable) only for medium and low voltage repairs. Yes or No
4. Have a minimum 5 foot "Dip Tank" with epoxy resin Class "F" OR HIGHER Insulation (Polyester varnish not acceptable). Yes or No
5. Have Dynamic Balancing Machine for balancing rotors, fans, impellers, etc. Balancing machine must be capable of generating a balance report that shows unbalance before and balance after correction, in both planes. Generated report to indicate corrective weight with (in-pounds) units. Yes or No
6. Have calibrated vibration equipment for in shop and Field Service vibration analysis. Yes or No
7. Have balancing equipment and field service technician for use in Field Service. Yes or No
8. Have a trained certified employee with a minimum vibration certification level 1 (copy of certification must be attached). Yes or No
9. Have an in house motor test bed used to bolted down motors for testing, must be able to provide test bed mass. Yes or No
10. Have the capabilities of running all motors at full rated voltage for extended period of time. Yes or No
11. Have voltage capability 0 to 7200 Volts. Yes or No
12. Have Core Loss Tester with computer generated reports. Yes or No
13. Have Motor Surge Tester and High Pot with computer generated reports. Yes or No
14. Have temperature controlled water paralysis burn out oven with chart recorded to record temperature. Yes or No
15. Have crane (lifting) capacity to lift any of our equipment. Yes or No

- 16. Have Laser Alignment equipment and technician for Field Service.  Yes or No
- 17. Have full in house machine shop.  Yes or No
- 18. Be available 24/7/365 for emergencies and field service.  Yes or No
- 19. Must be authorized by Underwriters Laboratories (UL) to repair "explosion proof motors" maintaining their UL Certification.  Yes or No

**BID PACKAGE COVER SHEET**

|               |   |
|---------------|---|
| ITB 17-18-118 | Project Title: Continuing Contract for Electric Motor and Pump Repair |
|---------------|---|

|  |
|--|
| Bidder Company Name: <b>STEWART'S ELECTRIC MOTOR WORKS, INC.</b> |
|--|

Enclose the following documents:

- X  1. Contractor Experience and Knowledge. (A1)
- X  2. Bid Package Cover Sheet. (B1)
- X  3. Bid (B2) **Must be signed**
- X  4. Schedule of Bid Items (B3) **Must be signed**
- N/A  5. Substitution Sheet (B4). If none, mark "None".
- X  6. Schedule of Subcontractors (B5). If none, mark "None".
- N/A  7. Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- X  8. Reference List (B7)
- X  9. Affidavit of Prime Bidder re Noncollusion (B8). Be sure to sign and notarize the signature.
- X  10. Drug Free Certification (B9)
- N/A  11. Trench Safety Compliance Form (B10)
- X  12. Small Business - Listing of all Small Business Bids (B11)
- X  13. Statement of Small Business Participation (B12) Attach small business certifications.
- X  14. Small Business - Letter of Intent (B13)
- X  15. Small Business - Good Faith Effort (B14) (only if required)
- X  16. Contractor's Material Suppliers (B15)
- N/A  17. Contractor's Existing and Proposed Workload (B16)
- N/A  18. Bid bond or deposit (if required)
- X  19. Equal Benefits Certification (B17)
- X  20. Copies of licenses, certifications and registrations
- N/A  21. Sample of Daily Report

Clearly mark the outside lower left corner of the Envelope with the firm name, Invitation to Bid number and title, and the date and time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING COLOR PAGES ARE TO BE RETURNED WITH YOUR BID.

**Submit one (1) original, one (1) electronic version and three (3) photocopies of your Bid package.**

**AVOID BID REJECTION:**

**All bids must be submitted on the provided Bid forms (A1 – B17).  
Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.  
All Forms must be fully completed.**

**BID**

**ITB 17-18-118**

**Proposal of:** Stewart's Electric Motor Works, Inc.  
(Bidder Company Name)

Bid Amount: \$ N/A

**See Bid Items 1 – 6 on Schedule of Bid Items B3**

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.
2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
4. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
5. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$ N/A.
6. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
7. Bidder understands that the contract time starts on the date of Notice to Proceed.
8. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.
9. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor or subcontractor on this project.
10. Substantial completion shall be within TBD calendar days. Final completion shall be in TBD calendar days. – To be determined per Work Order
11. Liquidated damages for delay are agreed to be \$ 0.00 per calendar day.
12. Small Business participation for this project is 0%.

13. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

14. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

15. The City reserves the right to select and include one or more alternates in the Project and work.

16. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

| <i>Name</i> | <i>Address</i> |
|-------------|----------------|
| NONE        |                |

17. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

| <i>Name</i> | <i>Address</i> |
|-------------|----------------|
| NONE        |                |

18. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

19. Bidder acknowledges that ADDENDA NO(S). 1 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

20. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.


21. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: Stewart's Electric Motor Works, Inc.

Business Address: (Street, City, State, Zip Code) 8951 Trussway Blvd. Orlando, Florida 32824

State of Incorporated: Florida Telephone: 407-859-1837 Fax: 407-859-2584

**BIDDER:**

  
\_\_\_\_\_  
**Signature of Official authorized to bind Bidder.**

Print Name: Paul E. Stewart

Title: Vice President

Date: January 11, 2018

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**



*City of West Palm Beach*

**(B3)**

**SCHEDULE OF BID ITEMS**

**ITB 17-18-118**

**PROJECT TITLE:** Continuing Contract for Electric Motor and Pump Repair

**PLEASE SEE EXCEL WORKSHEET ATTACHED.**



City of West Palm Beach

(B3)

SCHEDULE OF BID VALUES

ITB 17-18-118

Continuing Contract for Electric Motor and Pump Repair

Table with 4 columns: BID ITEM NO., DESCRIPTION, UNIT, UNIT PRICE. Rows include Labor Rates - Shop (Straight Time Hours, Overtime Hours), Labor Rates - Field (Straight Time Hours, Overtime Hours), Inspection/Diagnosis Charges - Shop, and Parts & Materials.

Bidder Company Name; Stewart's Electric Motor Works, Inc.

Signature of Official Authorized to Bind Bidder

Handwritten signature of Paul E. Stewart

Print Name: Paul E. Stewart

Title: Vice President

Date: 01-24-2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASK DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.

**SCHEDULE OF SUBCONTRACTORS**

**Failure to fully complete form may result in bid rejection.**

The following is a complete list of all subcontractors utilized for this project:

|    |  |   | Dollar amount of<br>subcontract work \$ |
|----|--|---|---|
| 1. | <u>Murry Logan Construction</u><br>(company name)                | <u>Some on site work if needed</u><br>(type of work)    | <u>Unknow at this time</u>              |
|    | <u>313 65th Trail North</u><br>(address)                         | <u>561-686-3948</u><br>(tel. #)                         |   |
|    | <u>West Palm Beach Fl. 33413</u><br>(zip code)                   | <u>59-1208353</u><br>(federal I.D. #)                   |   |
| 2. | <u>Sims Crane Service</u><br>(company name)                      | <u>Crane duties</u><br>(type of work)                   | <u>Unknow at this time</u>              |
|    | <u>596 Thorpe Road (Many locations in Fl.)</u><br>(address)      | <u>407-851-2930</u><br>(tel. #)                         |   |
|    | <u>Orlando, Fl. 32824</u><br>(zip code)                          | <u>59-2635880</u><br>(federal I.D. #)                   |   |
| 3. | <u>Miami Transfer Co &amp; Fl. Rigging</u><br>(company name)     | <u>On site work if needed</u><br>(type of work)         | <u>Unknow at this time</u>              |
|    | <u>9966 Sidney Hayes Rd (Many locations in Fl.)</u><br>(address) | <u>305-835-8300</u><br>(tel. #)                         |   |
|    | <u>Orlando, Fl. 32824</u><br>(zip code)                          | <u>59-1058759</u><br>(federal I.D. #)                   |   |
| 4. | <u>Intergrated Vibration Services</u><br>(company name)          | <u>Backup Vibration and alignment</u><br>(type of work) | <u>Unknow at this time</u>              |
|    | <u>2935 West Socrum Loop Rd</u><br>(address)                     | <u>813-781-9038</u><br>(tel. #)                         |   |
|    | <u>Lakeland, Fl.33810</u><br>(zip code)                          | <u>45-0472854</u><br>(federal I.D. #)                   |   |
| 5. | <u>N/A</u><br>(company name)                                     | <br>(type of work)                                      | \$ <u>N/A</u>                           |
|    | <br>(address)  | <br>(tel. #)  |   |
|    | <br>(zip code)   | <br>(federal I.D. #)                                    |   |



SCHEDULE OF SUBCONTRACTORS (continued if necessary)

|    |                                       |                           |                             |
|----|---------------------------------------|---------------------------|-----------------------------|
| 6. | <u>N/A</u><br>_____<br>(company name) | _____<br>(type of work)   | \$ <u>N/A this contract</u> |
|    | _____<br>(address)                    | _____<br>(tel. #)         |                             |
|    | _____<br>(zip code)                   | _____<br>(federal I.D. #) |                             |
| 7. | <u>N/A</u><br>_____<br>(company name) | _____<br>(type of work)   | \$ <u>N/A this contract</u> |
|    | _____<br>(address)                    | _____<br>(tel. #)         |                             |
|    | _____<br>(zip code)                   | _____<br>(federal I.D. #) |                             |
| 8. | <u>N/A</u><br>_____<br>(company name) | _____<br>(type of work)   | \$ <u>N/A this contract</u> |
|    | _____<br>(address)                    | _____<br>(tel. #)         |                             |
|    | _____<br>(zip code)                   | _____<br>(federal I.D. #) |                             |
| 9. | <u>N/A</u><br>_____<br>(company name) | _____<br>(type of work)   | \$ <u>N/A this contract</u> |
|    | _____<br>(address)                    | _____<br>(tel. #)         |                             |
|    | _____<br>(zip code)                   | _____<br>(federal I.D. #) |                             |

Authorized Signature: *Paul E. Hunt*

**Note:** The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Engineering and Public Works Department for approval prior to that subcontractor performing any work.



ITB 17-18-118

**LIST OF REFERENCES**

1. Owner's Name & Address: City of Cocoa  
Dyal Water Treatment Plant 351 Shearer Blvd. Cocoa, Florida 32922  
Project: Motor and Pump repair at Dyal Plant  
Contact Person Mr. David Fisher, Superintendent  
Telephone: ( ) 321-635-7773 Fax: ( ) \_\_\_\_\_ E-Mail: dfisher@cocoaf1.org
  
2. Owner's Name & Address: City of West Palm Beach  
Public Utilities Department WTR Water Treatment 1009 Banyan Blvd. Wet Palm Beach, Fl. 33401  
Project: Motor and Pump repairs  
Contact Person Mr. Richard K. Smith Maintenance Supervisor  
Telephone: ( ) 561-822-2200 ext.2268 Fax: ( ) 561-822-2286 E-Mail: rksmith@wpb.org
  
3. Owner's Name & Address: City of Daytona Beach  
The City of Daytona Beach Water Treatment Plant 3651 LPGA Blvd. Datona Beach, Fl. 32124  
Project: Motor and Pump repair  
Contact Person Mr. Mike Burns Maintenance Supervisor III  
Telephone: ( ) 386-671-8841 Fax: ( ) \_\_\_\_\_ E-Mail: burnsmike@codb.us
  
4. Owner's Name & Address: Orlando Utilities Commission (OUC)  
Water Production Division 6113 Pershing Avenue, Orlando Florida 32827  
Project: Pump repairs  
Contact Person Mr. Eric Jones Supervisor - Water Production  
Telephone: ( ) 407-690-5611 Fax: ( ) \_\_\_\_\_ E-Mail: Ejones@ouc.com

**AFFIDAVIT OF PRIME BIDDER**  
**Re Non-collusion and Public Entity Crime**

State of Florida }  
County of Orange }

Paul E. Stewart, being first duly sworn, disposes and says that:  
(Name)

1. I am the Vice President of Stewart's Electric Motor Works, Inc the  
(Title) (Name of Company)  
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach: None (if none, write "None").
6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries:  
None (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) Paul E. Stewart

(Print Name) Paul E. Stewart

(Title) Vice President

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this January 18, 2018 (Date)

by: Paul E. Stewart

XX who is personally known to me or

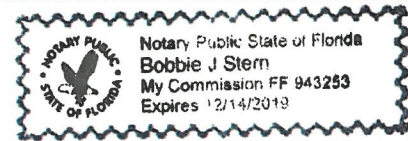
\_\_\_\_\_ who has produced \_\_\_\_\_ as identification

and who did / (did not) take an oath.

  
\_\_\_\_\_

Notary Public (print & sign name)

Commission No. \_\_\_\_\_




**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Stewart's Electric Motor Works, Inc. does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Authorized Signature

**Paul E. Stewart**  
\_\_\_\_\_  
Print Name

**January 11, 2018**  
\_\_\_\_\_  
Date



**Procurement Division/Small Business Program**  
 401 Clematis Street, 3rd Floor  
 West Palm Beach, Florida 33401-4702  
 Tel: 561-822-2100  
 Fax: 561-822-1564

Website: <http://wob.org/Departments/Procurement/Small-Business/Certification>

**(B11)**

Form SB02

## Subcontractors Listing

Bidder/Proposer's Name: Stewart's Electric Motor Works, Inc Telephone No. 800-729-0271 /407-859-1837

ITB or RFP Title: Continuing Contract for Electric Motor and Pump Repair ITB or RFP No.: 17-18-118

**NOTE:** List all subcontractors you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

| Company Name                                       | Work To Be Performed                              | Contact Person        | Telephone Number    |
|--|---|-----------------------|---------------------|
| <u>1. Murray Logan Construction, Inc.</u>          | <u>Some difficult on site work only</u>           | <u>Edward O'Leary</u> | <u>561-686-3948</u> |
| <u>2. Sim's Crane Service</u>                      | <u>Crane duties if needed</u>                     | <u>Mr. Schepman</u>   | <u>407-851-2930</u> |
| <u>3. Intergrated Vibration Services</u>           | <u>Back up to vibtation and alignment service</u> | <u>Craig Lightsey</u> | <u>813-781-9038</u> |
| <u>4. Miami Transfer Co. Inc &amp; Fl. Rigging</u> | <u>Altenate to Murry Logan</u>                    | <u>Bill Bruce</u>     | <u>305-835-8300</u> |
| <u>5.</u>  | <u></u>   | <u></u>               | <u></u>             |
| <u>6.</u>  | <u></u>   | <u></u>               | <u></u>             |
| <u>7.</u>  | <u></u>   | <u></u>               | <u></u>             |
| <u>8.</u>  | <u></u>   | <u></u>               | <u></u>             |
| <u>9.</u>  | <u></u>   | <u></u>               | <u></u>             |
| <u>10.</u>   | <u></u>   | <u></u>               | <u></u>             |

Print Preparer's Name: Paul E. Stewart Title: Vice President

Signature:  Date: January 17, 2018



**Procurement Division/Small Business Program**

401 Clematis Street, 3rd Floor  
 West Palm Beach, Florida 33401-4702  
 Tel: 561-822-2100  
 Fax: 561-822-1564

Website: <http://wob.org/Departments/Procurement/Small-Business/Certification>

**(B12)**  
 Form SB01

## Statement of Small Business Participation

**Instructions:** List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. Submit this form with your bid/proposal.

**SECTION I. General Information**

Bidder or Proposer's Name: Stewart's Electric Motor Works, Inc.

Preparer's Name: Paul E. Stewart Title Vice President

ITB or RFP Title: Continuing Contract for Electric Motor and Pump Repair Project Number: N/A

ITB or RFP Number: 17-18-118 SB Goal (if established): 0%

Total Base Project/Contract Amount: \$ Not applicable

**SECTION II. Small Business Participation**

The firm(s) listed below have agreed to participate in this project or contract.

|              | Subcontractor Name | Item Description or Work/Service to be performed | Dollar Value | Percent of Dollar Value/Base Bid | Percent of Dollar Value Total Bid |
|--------------|--------------------|--|--------------|----------------------------------|-----------------------------------|
| 1.           | <u>N/A</u>         |  | <u>\$</u>    | <u>%</u>                         | <u>%</u>                          |
| 2.           | <u>N/A</u>         |  | <u>\$</u>    | <u>%</u>                         | <u>%</u>                          |
| 3.           | <u>N/A</u>         |  | <u>\$</u>    | <u>%</u>                         | <u>%</u>                          |
| 4.           | <u>N/A</u>         |  | <u>\$</u>    | <u>%</u>                         | <u>%</u>                          |
| 5.           | <u>N/A</u>         |  | <u>\$</u>    | <u>%</u>                         | <u>%</u>                          |
| 6.           | <u>N/A</u>         |  | <u>\$</u>    | <u>%</u>                         | <u>%</u>                          |
| <b>TOTAL</b> |                    |  | <b>\$</b>    | <b>%</b>                         | <b>%</b>                          |

Preparer's Signature: *Paul E. Stewart* Date: January 11, 2018



**Procurement Division/Small Business Program**

401 Clematis Street, 3rd Floor  
 West Palm Beach, FL 33401-4702  
 Tel. (561) 822-2100  
 Fax (561) 822-1564

Website: <http://wob.org/Departments/Procurement/Small-Business/Certification>

**(B13)**  
 Form SB03

## Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. This completed form will be required before contract award. **Please note: This form is required for each certified Small Business selected.**

**SECTION I. General Information**

Proposer's Name: Stewart's Electric Motor Works, Inc.

ITB or RFP Title: Continuing Contract for Electric Motor and Pump Repair

ITB or RFP Number: 17-18-118

**SECTION II. Small Business Participation**

The undersigned intends to perform the following work pertaining to the above project:

| Item No. | Item Description or Work to be Performed | Contract Amount |
|----------|--|-----------------|
| _____    | _____                                    | \$ TBD          |
| _____    | _____                                    | \$ TBD          |
| _____    | _____                                    | \$ TBD          |
| _____    | _____                                    | \$ TBD          |

**SECTION III. Information on the Small Business**

Small Business Name: \_\_\_\_\_

Preparer's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**CONTRACTOR'S MATERIAL SUPPLIERS**

List all material suppliers that Bidder intends to use on this project. Include additional pages as required. Failure to fully and accurately complete this form may result in the disqualification of the Bid.

| Name of Suppliers        | Types of Material to be Provided                     | Total Contract Amount including Sales Tax | Total Sales Tax |
|--------------------------|--|---|-----------------|
| <u>Bartlett Bearings</u> | <u>Bearing, sealsm gasket, etc</u>                   | <u>Unknown</u>                            | <u>Unknown</u>  |
| <u>EIS</u>               | <u>Winding materials</u>                             | <u>Unknown</u>                            | <u>Unknown</u>  |
| <u>Essex Brownell</u>    | <u>Winding materials</u>                             | <u>Unknown</u>                            | <u>Unknown</u>  |
| <u>Alrose Metal</u>      | <u>Steel</u>   | <u>Unknown</u>                            | <u>Unknown</u>  |
| <u>Seal Distributor</u>  | <u>Pump seals, gaskets</u>                           | <u>Unknown</u>                            | <u>Unknown</u>  |
| <u>Augamin LLC</u>       | <u>All types of parts electrical and mechanical,</u> | <u>Unknown</u>                            | <u>Unknown</u>  |

Equal Benefits Certification

This form must be completed and submitted with your firm's submittal /proposal /bid.

Equal Benefits Ordinance. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

Check only one box below:

[X] 1. The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

[ ] 2. The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

- \_\_\_ The firm's price for the contract term awarded is \$50,000 or less.
\_\_\_ The firm employs less than five (5) employees.
\_\_\_ The firm does not provide benefits to employees' spouses nor employees' dependents.
\_\_\_ The firm is a government entity.
\_\_\_ The contract is for the sale or lease of property.
\_\_\_ Compliance would violate grant requirements or regulations of federal / state law.
\_\_\_ The contract is an emergency procurement or necessary to respond to an emergency situation.

[ ] 3. The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, Paul E. Stewart, Vice President
(Print Name of Authorized Officer) (Title)

of Stewart's Electric Motor Works, Inc.
(Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: Paul E Stewart

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this \_\_\_ day of \_\_\_, 20\_\_\_, by

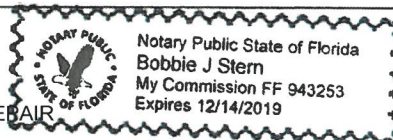
Paul E. Stewart, as an act of Stewart's Electric Motor Works, Inc. (firm), who is

personally known to me or produced the following identification: \_\_\_\_\_

Notary Signature: Bobbie J Stern

Print Notary Name: Bobbie J Stern

Commission No. \_\_\_\_\_





# Certificate of Registration

DR-11  
R. 10/13

Issued Pursuant to Chapter 212, Florida Statutes

|                    |                             |
|--------------------|-----------------------------|
| 58-8012168732-1    | 06/11/82                    |
| Certificate Number | Registration Effective Date |

This certifies that

STEWART'S ELECTRIC MOTOR WORKS INC  
8951 TRUSSWAY BLVD  
ORLANDO FL 32824-7812

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

**POST THIS CERTIFICATE IN A CONSPICUOUS PLACE**

**Scott Randolph, Tax Collector**

**Local Business Tax Receipt**

**Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

|                       |      |                       |                    |
|-----------------------|------|-----------------------|--------------------|
| 3100 SVC-MOTOR REPAIR | 2017 | EXPIRES 9/30/2018     | 3100-0022945       |
| \$40.00               | 20   | EMPLOYEE RETAIL SALES | \$30.00 1 EMPLOYEE |



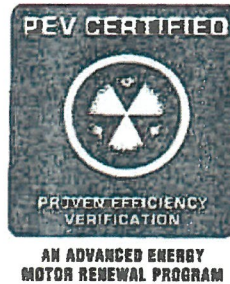
|                 |          |
|-----------------|----------|
| TOTAL TAX       | \$70.00  |
| REGULATED WASTE | \$50.00  |
| PREVIOUSLY PAID | \$120.00 |
| TOTAL DUE       | \$0.00   |

STEWARTS ELECTRIC MT WKS INC  
8951 TRUSSWAY BLVD  
ORLANDO FL 32824-7812

8951 TRUSSWAY BV  
U - ORLANDO, 32824

PAID: \$120.00 0099-00794538 8/10/2017

This receipt is official when validated by the Tax Collector.



# CERTIFICATE OF PROVEN EFFICIENCY VERIFICATION

Stewart's Electric Motor Works, Inc.

Orlando, Florida

Certification Code: 1207-AO-17

This Facility has demonstrated, through inspection and testing, that it has met Advanced Energy's Proven Efficiency Verification criteria. These criteria were established to distinguish motor repair facilities that have demonstrated the capability to perform repair work of the highest quality.

July 31, 2017

Effective through

President and Executive Director, Advanced Energy

# EASA ACCREDITED

*This Certifies that*

*Stewart's Electric Motor Works, Inc.  
of Orlando, Florida*

*Has successfully demonstrated via third-party, independent audit that it follows  
the prescribed good practices to consistently deliver quality electromechanical repairs  
that maintain or improve AC electric motor efficiency and reliability*



*This Certificate Expires January 17, 2018*



*Lynida J. Payne*  
President & CEO



# Technical Associates



**Board of Certification**  
*Certifies That*

**Bret McCormick**

*has successfully completed the requirements for*

**VIBRATION ANALYST: ISO CATEGORY II**

*TABofC Certification Program for Vibration Analysts complies with the International Organization  
Standardization, ISO 18436-2 Standard, Condition Monitoring and Diagnostics of Machines.*

May 26, 2017

*Date of Examination*

17/05/26 7800-926 -06

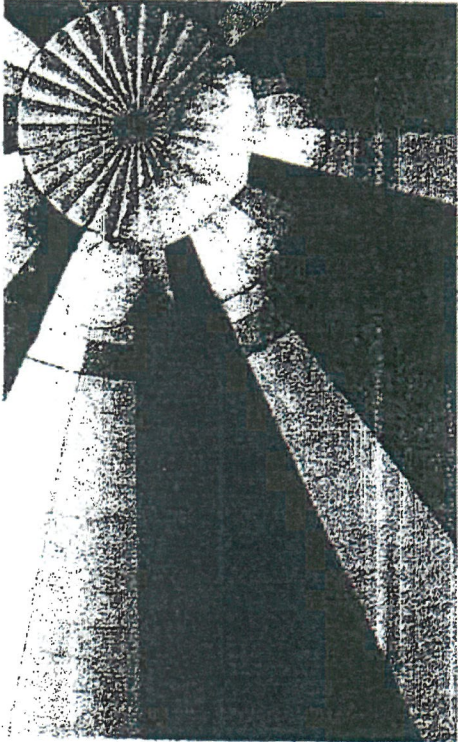
*Certificate Number*

May 26, 2021

*Expiration Date*

Technical Associates Board of Certification  
1230 West Morehead Street, Suite 400  
Charlotte, NC 28208  
Tel: (704) 333-9011 Fax: (704) 333-1728

James E. Berry, P.E.  
*James E. Berry, P.E., Certification Manager*



Alignment Supplies, Inc.

*presents*

# Certificate of Completion

*to*

*Sam Sanchez*

*For*

*Easy-Laser*

*Level 1*

## Shaft Alignment Training Course

*Greg Knitz, President*

*August 26, 2008*

## EXHIBIT B

### STANDARD TERMS AND CONDITIONS Service Contracts

**1. Definitions.** Certain terms used herein will have the following meanings:

(a) The City means the City of Daytona Beach, and unless the context dictates otherwise, includes the City's officers, employees, and agents.

(b) Commodities means the supplies, materials, goods, merchandise, food, equipment, or other personal property that the Vendor will be obligated to provide the City under this Contract. These commodities are generally set forth in the Bid Schedule.

(c) Contract means the Bid Documents, including Addenda, Standard Terms and Conditions, and Supplemental Conditions if any; the Bid Package submitted by the Vendor; the Resolution or Ordinance awarding the bid; and any amendments that may after the date of award be executed by the Vendor and the City.

(d) Vendor means the Vendor who was awarded this Contract by the City; and unless the context dictates otherwise, includes Vendor's officers, employees, and agents.

All other terms not defined above will have their ordinary meaning.

**2. Warranty.** Except as provided in the Supplemental Terms and Conditions, Vendor warrants that the commodities supplied pursuant to this Contract are new, of good quality, and conform to any specifications and requirements of this Contract; that such commodities are merchantable; and that they are fit for the ordinary purposes they are intended to serve.

**3. MSDS.** Vendor will supply a Material Safety Data Sheet (MSDS) with each initial delivery of any materials defined by the State of Florida or the Federal Government as being toxic or harmful.

**4. Packaging and Shipping.** All invoices, packing lists and packages must bear the name of the Contract and the applicable City purchase order number as printed on the face of the purchase order.

**5. Discontinued.** Vendor will provide the City 30 days' advance written notice of a discontinued item, to allow the City to purchase additional quantities of such items. The City must give written approval of any replacements provided for discontinued items if they exceed the unit price for the discontinued item or fail to strictly meet quality, fit, form, or function of the discontinued item.

**6. Payment.** Payment will be made 45 days after Vendor has provided an accurate and undisputed invoice, except where the City accepts a prompt payment discount from the Vendor and the commodities are not defective. All invoices must have a unique invoice number, date, and pricing by line item and unit price that are consistent with this contract and such purchase order. Improper invoices will be returned to the Vendor. Any additional terms and conditions set forth on an invoice not in compliance with this Contract or the purchase order are null and void. Nothing in this Contract will be deemed to create an obligation on the City's part to pay a subcontractor or supplier of Vendor's for commodities provided under this Contract.

**7. Sovereign Immunity.** The City expressly retains all rights, benefits, and immunities of sovereign immunity under Florida law, including Section 768.28, Florida Statutes. Nothing in this Contract or any purchase order or notice provided under this Contract will be deemed to be a waiver of sovereign immunity or of the limitations on liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida legislature, and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract or any purchase order or notice provided pursuant to this Contract will inure to the benefit of any third party for the



purpose of allowing a claim against the City, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**8. Books and Records.** The Vendor will maintain books, records, and documents pertinent to performance under this Contract and any purchase order issued hereunder in accordance with generally accepted accounting principles. The City will have inspection and audit rights to such records during the term of this Contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from such performance will be made available until a final disposition has been made of such litigation, appeals or claims.

**9. UCC.** In addition to any rights or remedies contained in this Contract, each party will have the rights, duties and remedies available through the Uniform Commercial Code.

**10. Amendments and Modifications.** Except as otherwise provided herein, no change or modification of the Contract will be valid unless the same is in writing and signed by both Parties.

**11. Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, Vendor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted.

**12. Limitation on Waivers.** Failure by the City to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract.

**13. Suspension of Services.** If the notice of default issued by the City pursuant to the preceding Section so directs, Vendor will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

**14. Title/Risk of Loss.** Title and risk of loss will not be deemed to pass to the City unless and until the commodities ordered have been delivered; and, where inspection is required prior to City acceptance, until the City has inspected and accepted such commodities. In all instances shipment will be FOB destination.

**15. Failure to Enforce.** Failure by the City at any time to enforce the provisions of this contract will not be construed as a waiver of any such provisions. Such failure to enforce will not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

**16. Purchase Orders.** All purchase orders issued pursuant to the Contract will be deemed to incorporate all terms and conditions of the Contract regardless of whether the Contract or Contract Documents are expressly referenced therein. In case of conflicts between a purchase order and any other with provisions of the Contract Documents, the other provisions of the Contract Documents will control.

**17. Governmental Restrictions.** In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performance of the items awarded to the Vendor prior to delivery, it shall be the responsibility of the Vendor to notify the City in writing at once, indicating the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

|                       |                            |              | Robin Robinson | Toni Hollis  | Sandra Stinson | Keith Willis   | Joe Paul       | Pam Kedenburg | Darren Greer | Rebecca DiSanto |
|-----------------------|----------------------------|--------------|----------------|--------------|----------------|----------------|----------------|---------------|--------------|-----------------|
|                       |                            |              | 386-671-4009   | 386-671-8682 | 386-671-8554   | 386-671-8252   | 386-671-8743   | 386-671-8711  | 386-671-8653 | 386-671-8103    |
|                       |                            |              | 1678 Mason     | 950 Bellevue | 950 Bellevue   | 308 S MLK Blvd | 950 Bellevue   | 950 Bellevue  | 950 Bellevue | 301 S Rodgewood |
| UNIFIRST (SOURCEWELL) | \$\$                       | Total        | Fire           | Fleet        | Grounds Maint  | Leisure        | Property Maint | Streets       | Traffic      | UB-Meter        |
| 4277                  | T-SHIRT                    | \$ 0.09      | 0              |              |                |                |                |               |              |                 |
| 04MM                  | SHIRT, KNIT                | \$ 0.13      | 83             |              | 6              | \$ 0.78        |                |               | 22           | \$ 2.86         |
| 10AI                  | PANTS, CARGO-NAVY          | \$ 0.24      | 163            |              |                |                | 22             | \$ 5.28       | 61           | \$ 14.64        |
| D11KG                 | JEAN, CARHART/RELAX FIT    | \$ 0.64      | 3              |              |                |                |                |               |              |                 |
| 09FR                  | SHIRT, CARHART-NAVY        | \$ 0.34      | 47             | 11           | \$ 3.74        |                |                |               | 33           | \$ 11.22        |
| 04MM                  | SHIRT, POLO                | \$ 0.13      | 16             |              | 16             | \$ 2.08        |                |               |              |                 |
| 0201S/S               | SHIRT, NAVY-COTTON         | \$ 0.22      | 33             | 11           | \$ 2.42        |                |                |               |              |                 |
| 1001                  | PANTS-NAVY, COTTON         | \$ 0.29      | 11             |              |                |                |                |               |              |                 |
| 1271                  | SHORTS, CARGO              | \$ 0.23      | 73             | 22           | \$ 5.06        |                |                | 11            | \$ 2.53      | 33              |
| 10FR                  | PANTS, CARHART-NAVY (.40)  | \$ 0.38      | 33             |              |                |                |                | 33            | \$ 12.54     |                 |
| 10FR                  | PANTS, CARHART-NAVY (PREM) | \$ 0.38      | 6              |              |                |                |                | 6             | \$ 2.28      |                 |
| "0211                 | SHIRT, OXFORD              | \$ 0.16      | 44             |              |                |                |                |               | 11           | \$ 1.76         |
| 10HD                  | JEAN, CARHART/RELAX FIT    | \$ 0.30      | 165            | 10           | \$ 3.00        |                |                | 27            | \$ 8.10      | 5               |
| 12AG                  | PANTS-PLAIN FRONT NAVY     | \$ 0.31      | 11             |              |                |                | 11             | \$ 3.41       |              |                 |
| 10HD                  | JEAN, COTTON, PRE-WASHED   | \$ 0.30      | 11             |              |                |                |                |               |              |                 |
| 1506                  | JACKET-LINED               | \$ 0.36      | 8              |              |                |                |                |               |              | 8               |
| 1122                  | PANTS-PLEATED              | \$ 0.22      | 15             |              |                |                |                |               |              |                 |
| 2524                  | COAT, LAB-WHITE            | \$ 0.15      | 22             |              |                |                |                |               |              |                 |
| 04UM                  | SHIRT-LS, NY BL SLATE      | \$ 0.16      | 1118           | 22           | \$ 3.52        | 11             | \$ 1.76        | 337           | \$ 53.92     | 110             |
| 1002                  | PANTS-WORK                 | \$ 0.19      | 957            | 22           | \$ 4.18        |                |                | 352           | \$ 66.88     | 88              |
|                       | TOWELS, SHOP-RED           | \$ 0.05      | 100            |              | 100            | \$ 5.00        |                |               |              |                 |
|                       | MATS, 3*5                  | \$ 1.41      | 6              |              |                | 1              | \$ 1.41        |               |              |                 |
|                       | # OF EMPLOYEES             |              | 205            | 2            | 2              | 35             | 10             | 11            | 10           | 9               |
|                       | WEEKLY TOTAL               | \$ 794.50    |                | \$ 7.70      | \$ 20.98       | \$ 125.07      | \$ 43.01       | \$ 68.29      | \$ 37.54     | \$ 32.41        |
|                       | GARMENT PROTECTION         | \$ 2,471.04  |                | \$ 183.04    |                |                |                | \$ 1,006.72   |              |                 |
|                       | LOST/DAMAGED               | \$ 6,540.00  |                | \$ 20.00     | \$ 240.00      | \$ 1,200.00    | \$ 400.00      | \$ 160.00     | \$ 400.00    | \$ 320.00       |
|                       | ANNUAL TOTAL               | \$ 50,325.04 |                | \$ 603.44    | \$ 1,330.96    | \$ 7,703.64    | \$ 2,636.52    | \$ 4,717.80   | \$ 2,352.08  | \$ 2,005.32     |
|                       | PERCENTAGE                 | 100%         |                | 1%           | 3%             | 15%            | 5%             | 9%            | 5%           | 4%              |

Garment Protection for:

- \* no cost for damaged garments
- \* 25% of full cost for lost/replaced items
- \* can link to individuals, not w/e entire account.
- \*22garments\*.08=1.76/wk/pp x52 wk = 91.52 pp/yr
- \*0.08/garment

Sourcewell Contract 062415-UFC  
Expires 8/18/2019

Rob Bahr  
Doug Marlett

None

Lost/Damaged  
\*based on 400 garments at \$20 each

John Hull  
Dennis Fidler  
Blake Mills  
William Johnson  
Bill Miller  
Ryan Carver  
Mark Sheets  
Randall Reno  
Tobit Mclean  
David Jenkins  
Michael Brooks

- 1 Begin sizing in October
- 2 Larger sizes are 1 time charge of 20% (3X and up)
- 3 Emblems are sewn on, not glued

| Robin Cook    | Jack Cheney    | Shane Caster  | Marvin Owens | Jason Camara   | Curtis Burkett | Beaver Wiggins | Bob Manchester | Nick Bonelli  | Tami Minigh       |              |
|---------------|----------------|---------------|--------------|----------------|----------------|----------------|----------------|---------------|-------------------|--------------|
| 386-671-8885  | 386-671-8870   | NA            | 386-671-8832 | 386-671-5701   | 386-671-8820   | 386-671-8525   | 386-671-8530   | 386-671-8524  | 386-671-8856      | 14373706     |
| 3651 LPGA     | 3651 LPGA      | 3651 LPGA     | 3651 LPGA    | 1 Shady Pl     | 125 Basin St   | 221 Marion     | 220 Marion     | 215 Marion    | 3651 LPGA         | 523 Magnolia |
| UT-Enviro Lab | UT-Water Plant | UT-Cent Maint | UT-Brennan   | UT-Bethune WWT | UT-Engineering | UT-Stormwater  | UT-Water Dist  | UT-SEWER LINE | UT-Reg Compliance | UT-Reuse     |
| 11 \$ 1.43    | 11 \$ 1.43     | 11 \$ 1.43    |              | 11 \$ 1.43     | 11 \$ 1.43     | 22 \$ 2.86     | 44 \$ 5.72     | 22 \$ 2.86    | 11 \$ 1.43        | 33 \$ 4.29   |
|               | 3 \$ 1.92      |               |              |                |                |                |                |               | 3 \$ 1.92         |              |
|               | 3 \$ 1.02      |               |              |                |                |                |                |               |                   |              |
|               |                |               | 11 \$ 2.42   | 11 \$ 2.42     |                |                |                |               |                   |              |
|               |                |               |              | 11 \$ 3.19     |                |                |                |               |                   |              |
|               |                |               |              |                |                |                | 11 \$ 2.53     |               |                   | 5 \$ 1.15    |
|               |                |               |              |                |                |                |                |               |                   |              |
|               |                | 22 \$ 3.52    |              |                | 11 \$ 1.76     |                |                |               |                   |              |
| 11 \$ 3.30    | 33 \$ 9.90     | 11 \$ 3.30    |              | 44 \$ 13.20    | 2 \$ 0.60      | 33 \$ 9.90     | 11 \$ 3.30     |               | 33 \$ 9.90        | 19 \$ 5.70   |
|               |                |               |              |                |                |                | 11 \$ 3.30     |               |                   |              |
|               |                |               |              |                |                |                |                |               |                   |              |
|               |                |               |              | 6 \$ 1.32      | 9 \$ 1.98      |                |                |               |                   |              |
| 22 \$ 3.30    |                |               |              |                |                |                |                |               |                   |              |
|               | 132 \$ 21.12   | 11 \$ 1.76    | 110 \$ 17.60 | 110 \$ 17.60   |                | 66 \$ 10.56    | 99 \$ 15.84    | 77 \$ 12.32   | 184 \$ 29.44      | 88 \$ 14.08  |
|               | 132 \$ 25.08   | 33 \$ 6.27    | 88 \$ 16.72  | 82 \$ 15.58    |                | 66 \$ 12.54    | 121 \$ 22.99   | 99 \$ 18.81   | 151 \$ 28.69      | 97 \$ 18.43  |
|               |                |               |              |                |                |                |                |               |                   |              |
|               |                |               |              | 1 \$ 1.41      | 1 \$ 1.41      |                |                |               |                   |              |

|           |             |             |             |             |           |             |             |             |             |             |
|-----------|-------------|-------------|-------------|-------------|-----------|-------------|-------------|-------------|-------------|-------------|
| 8         | 15          | 4           | 13          | 14          | 3         | 8           | 14          | 9           | 18          | 12          |
| \$ 8.03   | \$ 60.47    | \$ 16.28    | \$ 36.74    | \$ 56.15    | \$ 10.48  | \$ 35.86    | \$ 50.38    | \$ 33.99    | \$ 71.77    | \$ 43.65    |
|           |             |             | \$ 732.16   | \$ 549.12   |           |             |             |             |             |             |
| \$ 80.00  | \$ 560.00   | \$ 160.00   | \$ 120.00   | \$ 160.00   | \$ 80.00  | \$ 320.00   | \$ 480.00   | \$ 320.00   | \$ 720.00   | \$ 400.00   |
| \$ 497.56 | \$ 3,704.44 | \$ 1,006.56 | \$ 2,762.64 | \$ 3,628.92 | \$ 624.96 | \$ 2,184.72 | \$ 3,099.76 | \$ 2,087.48 | \$ 4,452.04 | \$ 2,669.80 |
| 1%        | 7%          | 2%          | 5%          | 7%          | 1%        | 4%          | 6%          | 4%          | 9%          | 5%          |

None

|                   |                |
|-------------------|----------------|
| Robert Bootes     | Adam Carmon    |
| Mike Burns        | Ken Johnson    |
| Charles Dickerson | Eddie Matusiak |
| Todd Ogden        | Derry Norris   |
| David Taylor      | Jimmy Roemmich |
| "+3"              | Tom Strickland |