



AGREEMENT No. 20-R074288TB

**ELECTRIC MOTOR AND PUMP REPAIR/RECONDITION AND
REWIND SERVICES**

between

**MANATEE COUNTY
(COUNTY)**

and

**CEC MOTOR & UTILITY SERVICES, LLC
(CONTRACTOR)**

AGREEMENT FOR ELECTRIC MOTOR AND PUMP REPAIR/RECONDITION AND REWIND SERVICES

THIS AGREEMENT is made and entered into as of this 29th day of September, 2020, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **CEC MOTOR & UTILITY, LLC.**, a limited liability company, (“**CONTRACTOR**”) with offices located at 1751 12th Street East, Palmetto, FL 34221, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, CONTRACTOR engages in the business of electric motor and pump repair/recondition and rewind services; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR'S submission of a bid in response to Invitation for Bid No. 20-R074228TB and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in **Exhibit A**, Scope of Services (“Services”). “Task” as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and four (4) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through October 31, 2023 unless terminated by COUNTY pursuant to Article 8, but not to exceed three (3) years in the initial term.
- B. COUNTY reserves the right to extend the initial term of three (3) years for an additional one (1) three (3) year period not to exceed a total of six (6) years.

ARTICLE 4. COMPENSATION

- A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the Services shall be the responsibility of CONTRACTOR.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR’S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.
- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or

otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

- J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
 - b. Failure to perform the Services within the time specified in this Agreement; or
 - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.
4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop the Services on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
 - c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
 - d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the

COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 11. DISPUTE RESOLUTION

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Procurement Official.
- B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 12. COMPLIANCE WITH LAWS

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment,

job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 15. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

**Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205**

ARTICLE 16. INDEMNIFICATION

- A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.
- B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim

is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 18. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. SOLICITATION OF AGREEMENT

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 company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

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 company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 22. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Shane Saputo, General Manager

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 23. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the fees specified in **Exhibit B** for any subcontractors utilized in the provision of the Services.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the

performance of the Services.

ARTICLE 25. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
 Utilities Department, Lift Stations Division
 Attention: Utilities Superintendent
 1112 Manatee Avenue West
 Bradenton, FL 34205
 Phone: (941) 792-8811
 Email: Nick.Wagner@mymanatee.org

To CONTRACTOR: CEC Motor & Utility Services, LLC
 Attention: Shane Saputo
 1751 12th Street East
 Palmetto, Fl 33903
 Phone: (941) 845-1030
 Email: ssaputo@cecmotoru.com

ARTICLE 26. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 27. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or Services required hereunder.

ARTICLE 28. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 29. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 30. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 31. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 33. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 35. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 36. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 37. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 38. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 39. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 40. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

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**EXHIBIT A, SCOPE OF SERVICES
20-R074288TB ELECTRIC MOTOR AND PUMP REPAIR/RECONDITION AND
REWIND SERVICES**

1.01 SCOPE

Contractor shall furnish all equipment, labor, materials, incidentals, equipment pickup, supplies, licensing, transportation, and other components necessary for repair/recondition services to achieve a consistent, high quality diagnosis, repair/recondition and/or overhaul of an electric motor and/or pump and motor and return unit to good operating condition with a minimum of delay and cost. In the absence of specific instructions, the requirement shall be to restore the electric motor and/or submersible pump and motor to its manufactured condition utilizing repair/recondition and rewind services that will meet the requirements of the County.

Unit prices are required for the complete repair/recondition, refurbishment and test of submersible pumps, electric pump motors, and rewind of motors. Price shall include transportation (pick up and return delivery to original location), labor, parts, and all miscellaneous materials. Within forty-five (45) days after completion of Service by the Contractor, acceptance by the County, and presentation of an appropriate invoice, the county shall pay the total amount due.

Service shall also include repair/recondition and new installations county-wide. Contractor shall install repair/recondition, alter, add to, in compliance with law provide all transportation, labor, materials, tests and equipment pick up for the repair/recondition and refurbishment of submersible pumps and electric pump motors and perform any repair/recondition rewind necessary and to return the equipment to the point of delivery, fully operational with a minimum of delay and cost.

1.02 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

1. Obtain all necessary permits, licenses or certificates or any such approval of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations for the proper execution and completion of Service required.
2. Obtain approval by the Contract manager (authorized county representative or designee) of all Service via email.
3. Verbal approval is required, however there must be follow-up email correspondence for documentation tracking.
4. Obtain a signature by a County representative on each Tracking Sheet.
5. Adhere to security protocols at all County locations. Application and background checks shall be required for services provided at the Manatee County Jail.

6. Provide services twenty-four (24) hours per day, seven (7) seven days per week for emergency Service.
7. Service shall include speedy acquisition of repair/recondition services.
8. Pick up equipment requiring repair/recondition services shall be completed within five (5) working days after all required parts have been received by the Contractor.
9. Technicians (but no min qual for certs) with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required to meet minimum specifications.
10. Must have the staffing resources to respond to multiple County jobs during the same time period.
11. All service, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the Contractor for a minimum period of one (1) year, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

1.03 SERVICE REQUIREMENTS

Contractor's services shall include but not be limited to:

A. Service Reports

It is the Contractor's responsibility to provide:

1. Repair/Recondition Procedures

a. Repair/Recondition Receiving Form The motor will be accompanied by a repair/recondition Receiving Form from the County Department requesting service that will list the perceived problems, the operating environment, and urgency of the repair/recondition, past problems where applicable, the requested repair/recondition service, any missing parts and the representative within the County Department to be contacted about the repair/recondition.

During repair/recondition, actions and findings shall be recorded on a Receiving Form. A Receiving Form is the Contractor service order that shall contain records of all Service done, problems noted, checks and measurements taken during the Service, repair/recondition carried out and final tests conducted prior to shipping. The Contractor shall return the repair/recondition motor with this Receiving Form and will be responsible for maintaining a copy of the Receiving Form on file for a minimum period of three years.

b. General In general, repair/recondition of single and three-phase motors (all horse powers) shall include tear down and inspection, diagnose, repair/recondition, and reassembly. Service includes bearings replacement and all other items associated with motor rewind, machine shop service and testing. Upon repair/recondition, all motors shall be test run at rated voltage and performance shall be documented during test run.

c. Rewind Process The entire insulation system, material, and methods of application shall be equal to or better than that used by the original machine manufacturer. The following steps shall be included at a minimum:

- i. Perform an offline motor circuit analysis test capable of measuring resistance, impedance, inductance, phase angle, current/frequency, and a 1000-volt megger before and after servicing.
- ii. Disassemble, clean and inspect.
- iii. Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.
- iv. Disassembly documentation shall include the cause of failure and/or conditions contributing to failure.

d. Stripping Windings shall be removed by **temperature-controlled burnout** with oven temperature suppression. Burn-out temperature shall not exceed 750 degrees Fahrenheit. Windings shall be removed in such a fashion as not to damage or distort the core iron. Upon removal of the old windings and insulation, the core shall be thoroughly cleaned and inspected for burrs, or other imperfection.

e. Winding Rewound motors shall meet or exceed all O.E.M. operating characteristics, unless otherwise specified by the County. Class F insulation shall be used, unless otherwise specified. Magnet wire shall be a dual-coated, insulated wire of domestic manufacture that is hermetic-approved and meets or exceeds NEMA specification MW-35A. After winding and **prior to resin treatment**, windings will be surge-comparison tested and the results documented.

f. Resin Treatment Windings shall be double-dipped with Class H varnish and baked. Leads shall be replaced with new leads; shall be a minimum of nine inches; shall be marked with wire numbers and have crimped lugs attached. Bolt size shall be in accordance with the NEC.

g. Insulation Windings shall be double-dipped with Class H varnish and baked. Check balance - all rotors of motors rated at 50 HP/3600/1800 RPM and above shall be dynamically balanced, with the rotor running at rated speed where practical, but no less than 350 RPM in the balance stand. A printout tape from the balance/analyzer shall be furnished detailing the final balance values. This tape will be attached to the repair/recondition documents when the motor is delivered.

h. Check Shaft Straightness Measure the bearing bores, shells, housings and shaft journals using a micrometer. Outside diameter of bore of housing shall have 0.000" to -0.001" loose fit. repair/recondition are necessary when tolerance exceeds 0.0015". Machine work shall be approved by the Contract Manger (authorized County representative or designee) before being performed or machine work may not be paid for. Bearings journals, seal surfaces and bearing housing restoration shall be done by metalizing and machining or boring and busing. Documentation of before and after

measurements shall be made. Install new bearings per manufacturer's specifications. All grease fittings, plugs, etc. shall be replaced unless otherwise indicated by the Contract Manger (authorized County representative or designee). Bearings shall be properly lubricated and bearing oil reservoirs shall be filled where practical. All equipment shall be tagged with information as to whether or not bearing oil reservoirs were filled and what type of lubricant was used.

i. All Removed Bearings shall be returned to the County upon request of the County
Replace all gaskets. Reassemble, perform a velocity spectrum vibration test, perform an offline motor circuit analysis test, and paint the motor to the County's color of choice.

A copy of all tests indicating satisfactory results shall be submitted to the County with the repair/reconditioned motor.

j. Motor Repairing/Reconditioning Process Shall include the following steps at a minimum: Perform an offline motor circuit analysis test capable of measuring resistance, impedance, inductance, phase angle, current/frequency, and a 1000-volt megger before and after servicing.

k. Disassemble, Clean and Inspect Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.

Disassembly documentation shall include the cause of failure and/or conditions contributing to failure. Visually inspect coils and windings for excessive wear, signs of conductor overheating or fatigue that possibly would not be apparent during an electrical test.

All stators shall be surge-tested with an electronic surge tester specifically designed to apply a surge voltage street test simultaneously between turns of a coil, between phases, from winding to ground and to detect short-circuited turns in winding under test.

l. Insulation One dip and bake, if applicable, with Class H varnish.

m. Check balance All rotors of motors rated at 50 HP/3600/1800 RPM and above shall be dynamically balanced, with the rotor running at rated speed where practical, but no less than 350 RPM in the balance stand.

n. Check Shaft Straightness Measure the bearing bores, shells, housings and shaft journals using a micrometer. Outside diameter of bore of housing shall have 0.000" to -0.001" loose fit. repairs/recondition are necessary when tolerance exceeds 0.0015". Machine work shall be approved by the Contract Manger (authorized County representative or designee) before being performed or machine work may not be approved for payment. Bearings journals, seal surfaces and bearing housing

restoration shall be done by metalizing and machining or boring and busing. Documentation of before and after measurements shall be made.

o. Bearings If applicable, replace bearings per manufacturer's specifications. Bearings shall be properly lubricated and bearing oil reservoirs shall be filled where practical. All equipment shall be tagged with information as to whether or not bearing oil reservoirs were filled and what type of lubricant was used. All removed bearings shall be returned to the County upon request of the County.

p. Motor Leads Shall be permanently tagged with non-magnetic markers. Motor lead configuration shall not be altered. Reassemble, perform a velocity spectrum vibration test, perform an offline motor circuit analysis test, and paint the motor to the County's color of choice. A copy of all tests shall be submitted to the County with the repaired/reconditioned motor.

q. Pump Repairing Process When the motor and pump are one unit (submersible pump), the following steps shall be included at a minimum:

Disassemble, clean and inspect. Replace seals and ball bearings per EASA Standards. Contractor shall use only manufacturer-recommended ball bearings and mechanical seals. All removed bearings shall be returned to the County upon request of the County.

Impeller and wear ring shall be inspected. Contractor shall ensure that both impeller and wear ring are less than 10% worn in accordance with the original manufacturer's specification including the clearance between the impeller and the wear ring.

Contractor shall inspect the volute and repair/recondition or replace as required depending on damage found.

r. Machine Work Defined Machine work, as defined herein, shall apply to the drilling and tapping of broken bolts, the repairing/reconditioning of damaged locking rings and stators, the replacing of power cords, power cord assemblies and power cord connectors and repair/recondition to impellers, covers, volutes, mounting rails, bearing journals, pump shafts and anything else not listed in D.06, above.

2. Written Receiving Form detailing all repair/recondition or service performed at the work site at the completion of the project. Include the following:
 - a. Arrival and departure time of all personnel;
 - b. Date performed;
 - c. Location of service;
 - d. Description of service and repair/recondition specifications.
3. Reference Documents to be used in conjunction with these repair/recondition specifications are the latest editions of the following:

- a. VAUGHEN'S Pricing Publishing Co. Inc., Motor & Pump Repair/Recondition Price Guide;
- b. UL – UL674 Electric Motors and Generators for use in Hazardous Locations;
- c. Electrical Apparatus Service Association's (EASA)- AR100-1998 Recommended Practice for the repair/recondition of Rotating Electrical Apparatus;
- d. IEEE- Std. 43, Recommended Practice for Testing Insulation Resistance of Rotating Machinery;
- e. IEEE- Std, 112, IEEE Standard Test Procedure for Polyphase Induction Motors and Generators;
- f. ISO- ISO Std. 1940-1, Mechanical Vibration- Balance Quality Requirements of Rigid Rotors;
- g. NEMA- Std. MG-1, Motors and Generators;
- h. ABMA- ANSI/ABMA Std. 7, Shaft and Housing Fits for Metric Radial ball and Roller Bearings;
- i. National Electrical Code (NEC);
- j. National Fire Protection Agency (NFPA)

B. Invoices

Contractor's invoices:

- a. Labor charge for on-site hours only.
- b. Match the times and rates on the corresponding Receiving Form.
- c. Do not include any charges for services calls, travel times, mileage, fuel charges or any other charges unless specifically authorized in the Agreement.
Contractor MUST provide OEM invoice(s) as back-up documentation for all parts required for repair/recondition of motors and pumps and/or new units.
- d. After inspection of each submersible pump/motor, electric motor picked up for repair/recondition, **BUT** before any repair/recondition have commenced, the Contractor shall provide Contract Manger (authorized County representative or designee) with a written cost estimate of each pump/motor picked up for repair/recondition.
- e. The Contractor shall provide a repair/recondition estimate, and a cost replacement quote for each rewind. Contractor shall notify the Contract Manger (authorized County representative or designee) if the cost of the repair/recondition exceeds 65% of a new motor replacement. The Contract Manger (authorized County representative or designee) may elect to replace the motor.
- f. Any Service not covered under the rewinding and repair/recondition paragraphs (including machine work) shall be based on hourly labor rates and parts markups as indicated on the pricing form.
- g. Man-hours for labor shall not exceed the normal/customary time allotments as indicated in the Vaughen's Pricing Publishing Co. Inc., Motor & Pump Repair/Recondition Price Guide for the task performed.

C. Repair/Recondition Estimate

Contractor's repair estimate shall include the following:

- a. County Release Order Number/Job Number/Estimate Number.
- b. Itemized description of repair/recondition air; does the motor need rewinding or just bearing replacement and cleanup. Substantiate findings.
- c. Any new parts required.
- d. Time to complete repair/recondition; along with a justification if longer than time allotted by the Vaughen's Pricing Publishing Co. Inc., Motor & Pump Repair/Recondition Price Guide.
- e. Cost for repair/recondition.
- f. Options and recommendations for repair/replacement, if applicable.
- g. Contractor **shall not** commence repair/recondition of the motor until the Contract Manger (authorized County representative or designee) has approved the estimate.
- h. Estimate may be delivered by email, facsimile, or phoned in with a hard copy emailed. Estimate shall be provided within 48 hours of pickup and shall provide a turnaround time for repair/recondition. The estimate shall be authorized or rejected by Contract Manger (authorized County representative or designee) at that time and prior to commencement of Service.
- i. Invoices shall reflect the County Release Order Number/Job Number/Estimate Number, description of Service, itemized parts and labor costs in accordance with the Bid Pricing (Attachment G) and the date repair/recondition were accepted by the Contract Manger (authorized County representative or designee)
- j. Failure to include the information stated shall delay the processing of the invoice.

D. Unit Prices

Unit prices for Motor Rewind shall include the following:

- a. all transportation, labor, and equipment to pick up motor for repair/recondition,
- b. all labor and equipment to test, disassemble, clean and inspect motor,
- c. all labor and equipment to remove windings,
- d. all labor, material, and equipment to install new winding insulation, resin treatment, and leads,
- e. all labor and equipment to check balance and shaft straightness,
- f. all labor to remove old bearings and gaskets/O-rings, and all labor to install new bearings and gaskets/O-rings,
- g. all labor and equipment to reassemble motor and perform velocity tests,
- h. all transportation, labor, and equipment to return repaired/reconditioned motor to original pick-up location,
- i. All other parts required to complete the rewind process (such as bearings, gaskets, seals, O-rings, etc.) shall be billed at the Contractor's cost plus applicable % markup listed in the pricing form.

Unit prices for Motor Repair/Recondition shall include the following:

- a. all transportation, labor, and equipment to pick up motor for repair/recondition,
- b. all labor and equipment to test, disassemble, clean and inspect motor,
- c. all labor, material, and equipment to dip and bake,

- d. all labor and equipment to check balance and shaft straightness,
- e. all labor to check and inspect the old bearings and gaskets/O-rings,
- f. all labor to check and inspect the leads,
- g. all labor and equipment to reassemble motor and perform velocity tests,
- h. all transportation, labor, and equipment to return repaired/reconditioned motor to original pick-up location,
- i. All other parts required to complete the repair/recondition process (such as bearings, gaskets, seals, O-rings, leads, etc.) shall be billed at the Contractor's cost plus applicable % markup listed in the pricing form.

Unit prices for Motor-Pump combo shall include the following:

- a. all transportation, labor, and equipment to pick up motor-pump combo for repair/recondition,
- b. all labor and equipment to test, disassemble, clean and inspect motor-pump combo,
- c. all labor and equipment to remove windings of the motor,
- d. all labor, material, and equipment to install new winding insulation, resin treatment, and leads on the motor,
- e. all labor and equipment to check balance and shaft straightness of the motor,
- f. all labor to remove old bearings and gaskets/O-rings of the motor-pump combo, and all labor to install new bearings and gaskets/O-rings for the motor-pump combo,
- g. all labor to inspect the impeller, wear rings, and volute,
- h. all labor and equipment to reassemble motor-pump combo and perform velocity tests,
- i. all transportation, labor, and equipment to return repaired/reconditioned motor to original pick-up location,
- j. All other parts required to complete the rewind and repair/recondition process of the motor-pump combo (such as bearings, gaskets, seals, O-rings, cords, OEM rebuild kits, etc.) shall be billed at the Contractor's cost plus applicable % markup listed in the pricing form.

1.04 Replacement Motors

County may consider the purchase of replacement electric motors and/or pump and motor under this Bid based on the following conditions:

In the event that the cost for the repair/recondition of any electric motor and/or pump and motor exceeds 65% of a new replacement or in the event that the electric motor and/or pump and motor cannot be repaired/recondition. The Contractor(s) shall notify the County and shall afford the County an opportunity to purchase the new replacement electric motor (or pump and motor) from the Contractor(s) at the documented manufacturer's catalog/list price less the discount offered in the accepted bid pricing (Attachment G). The County shall not be obligated to purchase the replacement electric motor and/or pump and motor from the Contractor(s) if more economical pricing is available through other suppliers or established agreements.

1.05 RPM Ratings

Unless otherwise stated, all motors and motor-pump combos are rated up to 480 Volts. The following shall define the designated RPM ratings for all motor and motor-pump combos (with the exception of the Dual Speed Motors):

A rating of 900 RPM shall have a range of 780 to 900 RPM.

A rating of 1200 RPM shall have a range of 1080 to 1200 RPM.

A rating of 3600 RPM shall have a range of 3400 to 3600 RPM.

1.06 LIQUIDATED DAMAGES

If Contractor(s) agrees to provide “**emergency**” product to the County within a specific time frame (48 hours) and does not deliver, the County may assess liquidated damages. The County will notify the Contractor by telephone and e-Mail. Liquidated damages in the amount of Two Hundred Dollars (\$200.00) per day will be assessed and will be deducted from repair/replacement/reconditioned/new Electric Motor and Pump Repair/Recondition Services invoice due the Contractor until product is received by the County.

END EXHIBIT A

**EXHIBIT B FEE RATE SCHEDULE
CEC MOTORS & UTILITY SERVICES
No. 20-R074288TB**

MOTOR ONLY	UNIT OF MEASURE	UNIT PRICE
0-10 HP, 900 RPM		
Recondition	Each	\$25.00
Rewind	Each	\$100.00
0-10 HP, 1200 RPM		
Recondition	Each	\$25.00
Rewind	Each	\$100.00
0-10 HP, 1800 RPM		
Recondition	Each	\$25.00
Rewind	Each	\$100.00
0-10 HP, Explosion Proof, 1800 RPM		
Recondition	Each	\$25.00
Rewind	Each	\$100.00
0-10 HP, 3600 RPM		
Recondition	Each	\$25.00
Rewind	Each	\$100.00
10.1 to 15 HP, 1800 RPM		
Recondition	Each	\$25.00
Rewind	Each	\$100.00
15.1 to 20 HP, 1200 RPM		
Recondition	Each	\$25.00
Rewind	Each	\$100.00
15.1 to 20 HP, 1800 RPM		
Recondition	Each	\$25.00
Rewind	Each	\$100.00
20.1 to 25 HP, 1800 RPM		
Recondition	Each	\$25.00
Rewind	Each	\$100.00
25.1 to 30 HP, 1800 RPM		
Recondition	Each	\$100.00
Rewind	Each	\$400.00
25.1 to 30 HP, 3600 RPM		
Recondition	Each	\$75.00
Rewind	Each	\$225.00
20 to 40 HP, DUAL SPEED, 700/900 RPM		
Recondition	Each	\$75.00
Rewind	Each	\$225.00
30.1 to 40 HP, 1800 RPM		
Recondition	Each	\$100.00
Rewind	Each	\$400.00

**EXHIBIT B FEE RATE SCHEDULE
CEC MOTORS & UTILITY SERVICES
No. 20-R074288TB**

40.1 to 50 HP, 900 RPM		
Recondition	Each	\$100.00
Rewind	Each	\$500.00
40.1 to 50 HP, 1800 RPM		
Recondition	Each	\$100.00
Rewind	Each	\$1,000.00
40.1 to 50 HP, 3600 RPM		
Recondition	Each	\$75.00
Rewind	Each	\$150.00
50.1 to 60 HP, 1800 RPM		
Recondition	Each	\$100.00
Rewind	Each	\$300.00
50.1 to 60 HP, 3600 RPM		
Recondition	Each	\$75.00
Rewind	Each	\$150.00
60.1 to 75 HP, 900 RPM		
Recondition	Each	\$75.00
Rewind	Each	\$300.00
60.1 to 75 HP, 1800 RPM		
Recondition	Each	\$175.00
Rewind	Each	\$1,500.00
60.1 to 75 HP, 3600 RPM		
Recondition	Each	\$175.00
Rewind	Each	\$400.00
75.1 to 100 HP, 1200 RPM		
Recondition	Each	\$175.00
Rewind	Each	\$400.00
75.1 to 100 HP, 1800 RPM		
Recondition	Each	\$200.00
Rewind	Each	\$2,000.00
100.1 to 125 HP, 900 RPM		
Recondition	Each	\$200.00
Rewind	Each	\$2,000.00
100.1 to 125 HP, 1800 RPM		
Recondition	Each	\$100.00
Rewind	Each	\$490.00
100.1 to 125 HP, 3600 RPM		
Recondition	Each	\$300.00
Rewind	Each	\$2,000.00

**EXHIBIT B FEE RATE SCHEDULE
CEC MOTORS & UTILITY SERVICES
No. 20-R074288TB**

90 to 125 HP, DUAL SPEED 900/1200 RPM		
Recondition	Each	\$150.00
Rewind	Each	\$1,600.00
125.1 to 150 HP, 900 RPM		
Recondition	Each	\$200.00
Rewind	Each	\$1,900.00
125.1 to 150 HP, 1800 RPM		
Recondition	Each	\$200.00
Rewind	Each	\$2,500.00
125.1 to 150 HP, 1800 RPM, 2300 Volts		
Recondition	Each	\$1,000.00
Rewind	Each	\$2,750.00
150.1 to 175 HP, 1800 RPM		
Recondition	Each	\$50.00
Rewind	Each	\$50.00
175.1 to 200 HP, 900 RPM		
Recondition	Each	\$250.00
Rewind	Each	\$3,500.00
175.1 to 200 HP, 1800 RPM		
Recondition	Each	\$250.00
Rewind	Each	\$3,000.00
175.1 to 200 HP, 3600 RPM		
Recondition	Each	\$200.00
Rewind	Each	\$200.00
200.1 to 250 HP, 900 RPM		
Recondition	Each	\$200.00
Rewind	Each	\$200.00
200.1 to 250 HP, 900 RPM, 4160 Volts		
Recondition	Each	\$200.00
Rewind	Each	\$200.00
250.1 to 300 HP, 1200 RPM, 2300 Volts		
Recondition	Each	\$300.00
Rewind	Each	\$3,900.00
250.1 to 300 HP, 1800 RPM, 2300 Volts		
Recondition	Each	\$400.00
Rewind	Each	\$4,800.00
250.1 to 300 HP, 1800 RPM		
Recondition	Each	\$300.00
Rewind	Each	\$1,200.00

**EXHIBIT B FEE RATE SCHEDULE
CEC MOTORS & UTILITY SERVICES
No. 20-R074288TB**

300.1 to 350 HP, 1200 RPM		
Recondition	Each	\$500.00
Rewind	Each	\$3,900.00
350.1 to 400 HP, 1800 RPM		
Recondition	Each	\$100.00
Rewind	Each	\$100.00
400.1 to 450 HP, 1800 RPM		
Recondition	Each	\$100.00
Rewind	Each	\$100.00
450.1 to 500 HP, 1200 RPM, 4160 Volts		
Recondition	Each	\$400.00
Rewind	Each	\$6,100.00
500.1 to 550 HP, 1800 RPM		
Recondition	Each	\$100.00
Rewind	Each	\$100.00
550.1 to 600 HP, 1200 RPM, 4160 Volts		
Recondition	Each	\$400.00
Rewind	Each	\$6,100.00

MOTOR - PUMP COMBO	UNIT OF MEASURE	UNIT PRICE
0-10 HP, 1200 RPM		
Rewind	Each	\$300.00
0-10 HP, 1800 RPM		
Rewind	Each	\$700.00
0-10 HP, 3600 RPM		
Rewind	Each	\$300.00
10.1-15 HP, 1800 RPM		
Rewind	Each	\$1,000.00
15.1-20 HP, 1800 RPM		
Rewind	Each	\$700.00
15.1-20 HP, 3600 RPM		
Rewind	Each	\$400.00
20.1-25 HP, 1800 RPM		
Rewind	Each	\$1,000.00
25.1-30 HP, 1800 RPM		
Rewind	Each	\$1,250.00
30.1-40 HP, 1200 RPM		
Rewind	Each	\$400.00
30.1-40 HP, 1800 RPM		
Rewind	Each	\$1,500.00
30.1-40 HP, 3600 RPM		
Rewind	Each	\$100.00
40.1-50 HP, 1800 RPM		
Rewind	Each	\$1,500.00
50.1-60 HP, 1800 RPM		

**EXHIBIT B FEE RATE SCHEDULE
CEC MOTORS & UTILITY SERVICES
No. 20-R074288TB**

Rewind	Each	\$1,500.00
60.1-75 HP, 1800 RPM		
Rewind	Each	\$1,100.00
75.1-100 HP, 1200 RPM		
Rewind	Each	\$800.00
75.1-100 HP, 1800 RPM		
Rewind	Each	\$2,500.00
100.1-125 HP, 1800 RPM		
Rewind	Each	\$2,500.00
125.1-150 HP, 1800 RPM		
Rewind	Each	\$2,500.00
150.1-175 HP, 1800 RPM		
Rewind	Each	\$5,000.00
175.1-200 HP, 1800 RPM		
Rewind	Each	\$100.00
200.1-250 HP, 1800 RPM		
Rewind	Each	\$100.00
250.1-300 HP, 1800 RPM		
Rewind	Each	\$700.00

MATERIALS AND MACHINE LABOR	UNIT OF MEASURE
Percentage Markup for parts required to complete the Rewind or Repair/Recondition services of Electric Motors or Submersible Pumps (% Markup shall not exceed 10%)	10% Markup
Hourly Labor Rates (M-F, 7am-5pm) (Shop, field, and machine shop)	\$60/Hour
Emergency Hourly Labor Rates (when repairs are required in 48 hours or less)	\$60/Hour

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Manatee

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
James Hough, as [INSERT TITLE] C.O.O. of
[INSERT CONTRACTOR NAME] CEC Motor & Utility Services, (hereinafter
"CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn,
deposes and says that CONTRACTOR:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 20-R074288TB for

ELECTRIC MOTOR AND PUMP REPAIR/ RECONDITION AND REWIND SERVICES

DATED this 16th day of September, 20 20.

[Signature]
CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 16th day of September, 2020, by [NAME] JAMES HOUGH, as [TITLE] _____
C.O.O. of [CONTRACTOR] CEC Motor & Utility Services He / She is
personally known to me or has produced _____

[TYPE OF IDENTIFICATION] as identification.

[Signature]
Notary Signature
Commission No. GG 361260

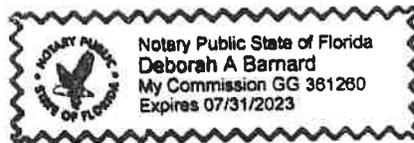


EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests’ provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

Employer’s Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder's Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government. All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the

contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper’s Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee’s Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR’S care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- c. The project's solicitation number and title shall be listed on each certificate.
- d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.

- i. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- j. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- k. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

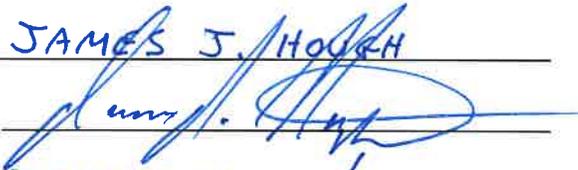
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CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: 9/16/2020

Contractor's Name: JAMES J. HOUGH

Authorized Signature: 

Printed Name/Title: JAMES J. HOUGH / C.O.O.

Insurance Agency: MEADOWBROOK, INC.

Agent Name: REANELL BEATY

Agent Phone: 248-519-1400

Please return this completed and signed statement with your agreement.