

**TERM CONTRACT FOR HYDRANT AND VALVE  
INSTALLATION, REPAIR, AND MAINTENANCE SERVICES  
(IFB-602347-15/GCM)**

**THIS AGREEMENT** is made and entered into this 23<sup>rd</sup> day of NOVEMBER, 2015, by and between **HYDROMAX USA**, duly authorized to conduct business in the State of Florida, whose address is 2500 Drane Field Road, Suite 204, Lakeland, Florida 33811, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve installation, repair, and maintenance services for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

**Section 1. Services.** COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described and depicted

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Term Contract for Hydrant & Valve Installation, Repair and Maintenance Services **MARYANNE MORSE**

(IFB-602347-15/GCM)

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CERTIFIED COPY  
Clerk of Circuit Court and Comptroller  
SEMINOLE COUNTY, FLORIDA  
BY **Kyle Spencer**  
DEPUTY CLERK

in the Release Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Release Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Services.** Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Release Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The services to be provided by CONTRACTOR shall be performed, as specified in such Release Orders as may be issued hereunder within the time specified therein.

**Section 5. Compensation.** COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on a "Fixed Fee" basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished, but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Release Order number, Contract number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Environment Services Department  
500 West Lake Mary Boulevard  
Sanford, Florida 32773

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided for in subsection (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. Responsibilities of CONTRACTOR.** Neither COUNTY's review, approval, or acceptance of, nor payment for any of the services required will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

#### **Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials 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 the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.

(e) The rights and remedies of COUNTY 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.

**Section 10. Agreement and Release Order in Conflict.** Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

**Section 11. Equal Opportunity Employment.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 12. No Contingent Fees.** 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 other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

**Section 14. Assignment.** This Agreement nor any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

**Section 15. Subcontractors.** In the event that CONTRACTOR during the course of the work under this Agreement requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**Section 16. Indemnification of COUNTY.** CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

**Section 17. Insurance.**

(a) General. CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain and keep in force

amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Release Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's

and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR 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) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business

Auto Policy (ISO Form CA 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) **Obligations.** Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees or its agents of liability from any obligation under a Section or any other portion of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the Prompt Payment Procedure,s arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and shall keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 22. Independent Contractor.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONTRACTOR (including its officers, employees,

and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

**Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

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

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

**Section 26. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall 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. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 27. Patents and Royalties.** Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or supplied by CONTRACTOR. In the event of any claim against

COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 28. Notices.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For COUNTY:**

Environment Services Department  
500 West Lake Mary Boulevard  
Sanford, Florida 32773

**For CONTRACTOR:**

Hydromax USA  
2500 Drane Field Road, Suite 204  
Lakeland, Florida 33811

**Section 29. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.



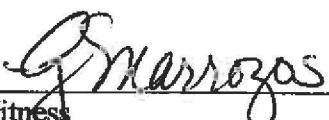
Witness

Steve Mayfield  
Print Name



Witness

James Carroll  
Print Name



Witness

Gladys Marrocos  
Print Name

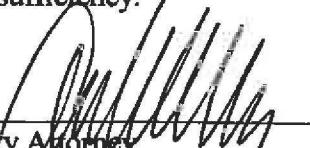


Witness

Ellen Erianson  
Print Name

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

  
County Attorney

AEC/ljp/lph

6/30/15 9/23/15

p:\users\legal secretary csb\purchasing 2015\IFB-602326 Hertz.doc

Attachments:

- Exhibit A – Scope of Services and Fee Structure
- Exhibit B – Sample Release Order

HYDROMAX USA

By: 

Print Name: JEFFREY A. GRAHAM

Title: PRESIDENT

Date: NOVEMBER 20, 2015

SEMINOLE COUNTY, FLORIDA

By: 

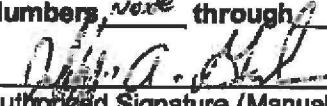
Ray Hooper, Purchasing and  
Contracts Manager

Date: 11/23/15

As authorized for execution by the Board of Seminole  
County Commissioners at its November 10,  
2015, regular meeting.

A-1418-15

## EXHIBIT "A"

<b>SUBMIT BIDS TO:</b> Seminole County 1301 E. Second Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)		<b>INVITATION FOR BID</b>  And Bidder Acknowledgment
Contact:  Gladys Marrozos, CPPB Sr. Procurement Analyst 407-665-7110 - Phone 407-665-7958 - Fax gmarrozos@seminolecountyfl.gov	<b>IFB-602347-15/GCM</b> <b>Term Contract for Hydrant and Valve</b> <b>Maintenance, Repair and Flushing</b> <b>Services</b>	
<u><b>Pre-Bid Conference Date:</b></u> <b>August 13, 2015</b> <u><b>Time:</b></u> <b>9:00 AM</b> (Eastern Standard Time)		
<u><b>Location of pre-Bid Conference:</b></u> Environmental Services Department, 500 West Lake Mary Boulevard Sanford, Florida 32773		
<u><b>Bid Due Date:</b></u> <b>September 2, 2015</b> <u><b>Time:</b></u> <b>2:00 PM</b> (Eastern Standard Time)		
<u><b>Location of Public Opening:</b></u> Purchasing & Contracts Division, PCD Conference Room 1301 E. Second Street, Sanford, FL 32771		
Proposer Name:  Hydromax USA	Federal Employer ID Number: 20-0802448	
Mailing Address:  2500 Drane Field Rd, Ste 204	If returning as a "No Submittal", state reason (If so, return only this page):	
City, State, Zip: Lakeland FL 33811		
Type of Entity (Circle one): Corporation  <input checked="" type="checkbox"/> Partnership Proprietorship Joint Venture Incorporated in the State of: Indiana  List of Principals: Jeffrey Graham, Steve Lacy Mark Bruce	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers, <u>note</u> through <u>      </u> :   8/27/2015 Authorized Signature (Manual)      Date	
Email Address: shane.maleitch@hydromaxusa.com	Typed Name: Jeffrey Graham	
Telephone Number: 813-305-6610	Title: President	
Fax Number: 502-565-0239	Date: 8/27/2015	

**THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID**

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

## Part 1 General Scope

### **GENERAL DESCRIPTION:**

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

### **STANDARDS:**

- A. SCES Utility Engineering Specifications for Water Distribution Construction.
- B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2008 or latest edition).
- D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- E. OSHA Standards as applicable to associated work.

### **SPECIAL CONDITIONS:**

**Contractor's Response Time:** Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

**Contractor's Personnel:** The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified **Quality Control Manager** who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible Service Technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

**Contractor's Equipment:** The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

**SCES Requirements for Work and Site Visit Management:** Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

#### **SCOPE OF SERVICES:**

**Hydrant Maintenance:** Fire hydrant testing and maintenance shall be in accordance with AWWA – M17 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Industrial Marine Coatings, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 mil dry coat thickness.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.
- Document all pertinent data into an electronic spreadsheet or database including the following:
  - Hydrant ID tag number
  - Hydrant address location
  - Hydrant GPS site coordinates
  - Date of flush or service
  - Hydrant brand
  - Hydrant model number
  - Hydrant year
  - Hydrant size
  - Hydrant flow rate obtained
  - Hydrant pressure after 5 minutes of flushing
  - Total gallons flushed during service
  - Degree of operating difficulty
  - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SQL database.

**Upper Barrel Repair:** An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

**Lower Barrel Repair:** A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

**Valve Maintenance:** Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue
- Mark curve with a "V" marking
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

**GPS Mapping:** All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites:  $\geq 4$
- Position Dilution of Precision (PDOP)  $<6$
- Horizontal Dilution of Precision (HDOP):  $<4$
- Minimum number of raw positions collected: 20
- In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- cor File Name
- X-coordinate
- Y-coordinate

**Documentation:** Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

- a) **Physical data** – Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
- b) **Location data** – Mapping grade GPS coordinate data parameters noted in the GPS mapping section
- c) **Discrepancies** – Details on discrepancies so that a work order (as described below) can be concisely created.

**Deliverable Data:** The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number – For each device
- Data Dictionary – Valve Condition (operable, inoperable)
- Source document reference – valve discrepancies
- Date of Operation – Structure discrepancies
- Valve Size – PDOP value
- Valve Type – HDOP value

Obstructed GPS data shall be obtained through laser offset method.

**Flushing Services:** SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item B3 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

**Hydrant and/or Valve Replacement and Installation:** Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste

**Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements:** The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

**Job Site Management:** The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

**Sub-contracted and Contractor "Pass-Through" Charges:** Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft<sup>2</sup> sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

**Warranty:** In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

**Part 4**  
**Price Submittal**

**IFB-602347-15/GCM - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services**

Name of Bidder: Hydromax USA

Mailing Address: 2500 Drane Field Road, Ste 204 Lakeland FL 33811

Street Address: 2500 Drane Field Road, Ste 204

City/State/Zip: Lakeland FL 33811

Phone Number: (813) 305-8310 FAX Number: (502) 565-0239

E-Mail Address: shane.majetic@hydromaxusa.com

**Designated Project Manager Information:**

Project Manager: Lamar Carroll

Project Manager Telephone No.: 813-404-8341 Fax No.: 502-565-0239

E-Mail Address: lamar.carroll@hydromaxusa.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

## BID SHEET

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
<b>GROUP A - HYDRANT SERVICES</b>					
A1	Hydrant Maintenance (Includes scrape, wire brush and paint)	EA.	350	\$ 47.00	\$ 16,450.00
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	1000	\$ 43.52	\$ 43,520.00
A3	Hydrant Maintenance (Includes sand blast and paint)	EA.	25	\$ 150.00	\$ 3,750.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	\$ 12.00	\$ 3,000.00
A5	Furnish and install reflective road marker	EA.	500	\$ 10.00	\$ 5,000.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	\$ 21.50	\$ 5,375.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	\$ 32.50	\$ 812.50
A8	Upper barrel repair	EA.	35	\$ 250.00	\$ 8,750.00
A9	Lower barrel repair	EA.	50	\$ 480.95	\$ 24,047.50
A10	Hydrant extension (6")	EA.	25	\$ 550.00	\$ 13,750.00
A11	Hydrant extension (12")	EA.	20	\$ 600.00	\$ 12,000.00
A12	Hydrant extension (18")	EA.	20	\$ 700.00	\$ 14,000.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (Includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 4,542.00	\$ 45,420.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (Includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 5,060.00	\$ 50,600.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (Includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,268.00	\$ 94,020.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (Includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 7,302.00	\$ 109,530.00
A16a	With 6" x 6" tee	EA.	3	\$ 5,065.00	\$ 15,195.00
A16b	With 6" x 8" tee	EA.	3	\$ 5,318.00	\$ 15,954.00
A16c	With 6" x 10" tee	EA.	2	\$ 5,836.00	\$ 11,672.00
A16d	With 6" x 12" tee	EA.	2	\$ 6,187.00	\$ 12,374.00
A16e	With 6" x 14" tee	EA.	2	\$ 7,452.00	\$ 14,904.00
A16f	With 6" x 16" tee	EA.	1	\$ 6,780.00	\$ 6,780.00
A16g	With 6" x 20" tee	EA.	1	\$ 10,836.00	\$ 10,836.00
A16h	With 6" x 24" tee	EA.	1	\$ 12,678.00	\$ 12,678.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	\$ 5,635.00	\$ 140,875.00
A17a	With 6" x 6" wet tap	EA.	2	\$ 7,475.00	\$ 14,950.00
A17b	With 6" x 8" wet tap	EA.	2	\$ 7,475.00	\$ 14,950.00
A17c	With 6" x 10" wet tap	EA.	2	\$ 7,475.00	\$ 14,950.00
A17d	With 6" x 12" wet tap	EA.	2	\$ 7,475.00	\$ 14,950.00
A17e	With 6" x 14" wet tap	EA.	2	\$ 8,883.00	\$ 17,766.00
A17f	With 6" x 16" wet tap	EA.	2	\$ 9,487.00	\$ 18,974.00
A17g	With 6" x 20" wet tap	EA.	2	\$ 10,062.00	\$ 20,124.00
A17h	With 6" x 24" wet tap	EA.	2	\$ 10,580.00	\$ 21,160.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assembly in isolation valve (Includes materials, excavation, backfill and compaction)	EA.	10	\$ 2,875.00	\$ 28,750.00
A19	Installation of hydrant other than typical 48" bury (add per foot)	LF.	30	\$ 575.00	\$ 17,250.00
A20	If hydrant set is more than 6' away from centerline of tee (add per foot)	LF.	25	\$ 35.00	\$ 875.00
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	\$ 511.00	\$ 7,665.00

## BID SHEET

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
<b>GROUP B - VALVE SERVICES</b>					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1030	\$ 42.00	\$ 42,000.00
B2	Valve maintenance (includes sub-foot GPS location)	EA.	750	\$ 42.00	\$ 31,500.00
B3	Valve maintenance (without GPS location)	EA.	350	\$ 42.00	\$ 14,700.00
B4	Replace valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA.	125	\$ 31.13	\$ 3,891.25
B5	Replace valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	\$ 155.00	\$ 15,500.00
B6	Replace valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	\$ 1.00	\$ 50.00
B7	Replace valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	\$ 1.00	\$ 50.00
B8	Replace existing 2" valve w/ resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 1,495.00	\$ 22,425.00
B9	Replace existing 4" valve w/ resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 2,127.50	\$ 31,912.50
B10	Replace existing 6" valve w/ resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 2,415.00	\$ 36,225.00
B11	Replace existing 8" valve w/ resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 2,875.00	\$ 43,125.00
B12	Replace existing 10" valve w/ resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 4,025.00	\$ 40,250.00
B13	Replace existing 12" valve w/ resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 5,042.75	\$ 25,213.75
B14	Replace existing 14" valve w/ resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 8,684.50	\$ 43,422.50
B15	Replace existing 16" valve w/ resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 9,965.00	\$ 49,775.00
B16	Replace existing 20" valve w/ resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 18,150.00	\$ 90,750.00
B17	Replace existing 24" valve w/ resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	\$ 29,150.00	\$ 29,150.00
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 6,986.25	\$ 69,862.50
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	\$ 7,538.25	\$ 188,456.25
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	25	\$ 8,234.00	\$ 205,850.00
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 11,764.50	\$ 117,645.00
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 13,811.50	\$ 138,115.00

## BID SHEET

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
<b>GROUP C - VALVE RELATED SERVICES</b>					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	25	\$ 55.00	\$ 1,375.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY <sup>2,3</sup>	25	\$ 1.00	\$ 25.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY <sup>2,3</sup>	25	\$ 1.00	\$ 25.00
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	\$ 500.00	\$ 7,500.00
B27	Realign valve box to grade in pavement (>4" to 10") includes permanent asphalt patch or replacement of entire "joint" If realignment is within a sidewalk	HOURLY <sup>1,2,3</sup>	15	\$ 1.00	\$ 15.00
B28	Realign valve box to grade in pavement (>10' deep ) includes permanent asphalt patch or replacement of entire "joint" If realignment is within a sidewalk	HOURLY <sup>1,2,3</sup>	15	\$ 1.00	\$ 15.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY <sup>2,3</sup>	25	\$ 1.00	\$ 25.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY <sup>2,3</sup>	25	\$ 1.00	\$ 25.00
B31	Raise valve box to grade in pavement (>4" to 10") includes permanent asphalt patch or replacement of entire "joint" If realignment is within a sidewalk	HOURLY <sup>1,2,3</sup>	25	\$ 1.00	\$ 25.00
B32	Raise valve box to grade in pavement (>10' deep ) includes permanent asphalt patch or replacement of entire "joint" If realignment is within a sidewalk	HOURLY <sup>1,2,3</sup>	10	\$ 1.00	\$ 10.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	\$ 14.33	\$ 21,500.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	\$ 86.00	\$ 12,900.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY <sup>4</sup>	100	\$ 367.50	\$ 36,750.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY <sup>4</sup>	250	\$ 143.75	\$ 35,937.50
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			\$	\$
B37	Exploratory Investigation 0' to 4' deep	HOURLY <sup>1,2,3</sup>	120	\$ 281.75	\$ 33,810.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY <sup>1,2,3</sup>	150	\$ 281.75	\$ 42,262.50
B39	Exploratory investigation > 10' deep.	HOURLY <sup>1,2,3</sup>	50	\$ 494.50	\$ 24,725.00
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 48,950.00	\$ 97,900.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 81,427.50	\$ 162,855.00
<b>Note:</b>					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through"				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

## BID SHEET

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ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
<b>GROUP D - FLUSHING SERVICES</b>					
D1	Uni-Directional Flushing Services performed at a combined rate			\$	\$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	\$ 150.00	\$ 37,500.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	\$ 150.00	\$ 75,000.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	\$ 150.00	\$ 37,500.00
ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
<b>GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)</b>					
E1	Required use of Ductile iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)				
E1a	6 inch	LF.	50	\$ 52.90	\$ 2,645.00
E1b	8 inch	LF.	50	\$ 83.25	\$ 3,162.50
E1c	10 inch	LF.	25	\$ 94.30	\$ 2,357.50
E1d	12 inch	LF.	25	\$ 112.70	\$ 2,817.50
E1e	14 inch	LF.	10	\$ 149.50	\$ 1,495.00
E1f	16 inch	LF.	50	\$ 127.65	\$ 6,382.50
E1g	20 inch	LF.	10	\$ 287.50	\$ 2,875.00
E1h	24 inch	LF.	10	\$ 460.00	\$ 4,600.00
E2	Line stop services (includes materials, excavation on < 45° bury to bottom of pipe, backfill and compaction)				
E2a	4" line stop (SS fitting)	EA.	5	\$ 5,405.00	\$ 27,025.00
E2b	4" line stop (epoxy fitting)	EA.	5	\$ 5,520.00	\$ 27,600.00
E2c	6" line stop (SS fitting)	EA.	10	\$ 5,635.00	\$ 56,350.00
E2d	6" line stop (epoxy fitting)	EA.	10	\$ 5,721.25	\$ 57,212.50
E2e	8" line stop (SS fitting)	EA.	5	\$ 6,888.50	\$ 34,442.50
E2f	10" line stop (SS fitting)	EA.	5	\$ 9,680.00	\$ 48,300.00
E2g	12" line stop (epoxy fitting)	EA.	5	\$ 10,120.00	\$ 50,600.00
E2h	14" line stop (epoxy fitting)	EA.	5	\$ 16,280.00	\$ 81,400.00
E2i	16" line stop (epoxy fitting)	EA.	5	\$ 17,985.00	\$ 89,925.00
E2j	20" line stop (epoxy fitting)	EA.	5	\$ 21,010.00	\$ 105,050.00
E2k	24" line stop (epoxy fitting)	EA.	5	\$ 25,850.00	\$ 128,250.00

FLORIDA SALES: 69-11-033996-63C  
FEDERAL SALES/USE: 59-74-0019K

Board of County Commissions  
Seminole County, Florida

## PURCHASE ORDER

### EXHIBIT "B"

### ORDER NUMBER:

THE ABOVE ORDER NUMBER IS FOR INTERNAL USE ONLY  
DO NOT USE FOR PURCHASE ORDERS

REF ID:	OP
ITEM NUMBER:	
ITEM DESCRIPTION:	
ITEM QUANTITY:	
ITEM UNIT:	
ITEM UNIT PRICE:	
ITEM TOTAL:	
ITEM NUMBER:	

FOR QUESTIONS REGARDING THIS ORDER, CONTACT  
ADMINISTRATIVE SERVICES DEPARTMENT - PURCHASING  
AND CONTRACTS DIVISION  
1101 E. 13 STREET - COUNTY SERVICES BLDG. RM. 5326  
SANFORD FLORIDA 32771  
PHONE (407) 665-7716 / FAX: (407) 665-7988

### Sample of Release Order



REQUISITION  
NUMBER  
REF ID

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:  
CLERK - B.C.C. FINANCE DIVISION  
POST OFFICE BOX 8080  
SANFORD, FL 32772-0869  
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE  
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

**2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

**3. WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

**4. MODIFICATIONS.** This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

**5. TERMINATION.** The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

**6. INDEMNIFICATION.** Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way effect any other legal remedy the County may have under this order or at law.

**7. INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's Insurance Certificate. All policies shall name Seminole County as an additional insured.

**8. INSPECTION.** All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-

perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

**9. TAXES.** Seminole County Government is a non-profit organization and not subject to tax.

**10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

**11. PAYMENT TERMS.** It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

**12. PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

**13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consigned and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

**14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

**15. ASSIGNMENT.** Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.

**16. EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

**17. RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.

**18. FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

**19. FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

**20. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

**21. FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, Florida Statutes.