



MANAGER'S REPORT AGENDA ITEM REQUEST FINANCE DEPARTMENT



TO: Ed Lavallee, City Manager

THRU: Jeff Snyder, Finance Director 

FROM: Jon Mayes, Procurement Manager 

DATE: October 24, 2013

SUBJECT: Utilize a cooperative purchasing agreement with R & M Service Solutions, LLC thru Sarasota County, not to exceed \$175,000.00.

Background:

We are seeking approval of City Council to utilize a purchasing agreement with R & M Service Solutions, LLC of Trilby, FL thru Sarasota County. R & M Service Solutions, LLC will provide all labor, equipment, materials and expertise necessary to provide maintenance, repair and replacement parts and service for valves on an "as needed" basis at locations to be determined within the City of Venice's Utility system.

On March 27, 2013, Sarasota County received and subsequently opened the bids. The Sarasota County Board of County Commissioners approved the contract with R & M Service Solutions, LLC of Trilby, FL on September 10, 2013. This contract is a 1 year with 2- one year renewals. Please note: the City follows Sarasota County's policy for "local preference". For this particular bid and contract, a non- local firm was chosen.

Requested Action:

We therefore are requesting that City Council to waive sealed bidding requirements and to allow the City to "piggyback" on the bid from the Sarasota County Contract. The vendor, R & M Service Solutions, LLC of Trilby, FL has agreed to allow the City to "piggyback" off of their bid. And to enter into a contract with this vendor for the amount not to exceed \$175,000.00.

City Attorney Review: Approved

Risk Management Review: Approved

Funds Availability (account number): Funds appropriated in Utilities Department account for budget year 2013-2014

CITY OF VENICE
COMPETITIVE PROCUREMENT EXEMPTION REQUEST FOR COOPERATIVE
PURCHASING OR "PIGGYBACK"

DEPARTMENT/DIVISION Utilities Department

NAME OF REQUESTOR Len Bramble

In accordance with its code, the City of Venice wishes to exercise its right to utilize the competitive procurement process of another jurisdiction.

Section 2-224 of the City of Venice Municipal Code for Cooperative Purchasing states - "The Finance Director, or designee, shall have the authority to enter into cooperative purchasing agreements with other public agencies for commodities and services. Competitive bidding requirements may not be applicable"

A. Vendor Information

Vendor Name: R&M Service Solutions, LLC

Address: P.O. Box 737, Trilby, FL 33593

Phone: (877) 847-6747 Fax: (352) 588-1047 Email: dmills@r-mservice.net

- B. Please describe all products and/or services to be procured under this exemption: The contractor shall furnish all labor, equipment, materials and expertise necessary to provide maintenance, repair, and replacement parts and services for valves (including associated fittings, restraints, and pipe) on an "as needed" basis at locations to be determined within the City of Venice Utility system.

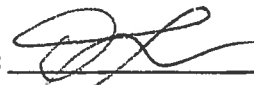
- C. Please provide the estimated fiscal year expenditure for this product or service: \$ 175,000
Account # 421-1202-536.46-00 Project # N/A

- D. Briefly explain why it is in the best interest of the City to exempt this procurement from competition: Sarasota County conducted a detailed competitive bid process for the exact services the City needs to have performed, therefore, using this cooperative purchase will save the City time and expense.

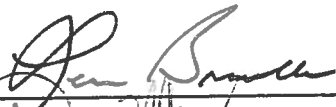
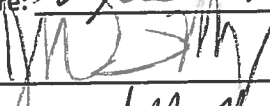
- E. Do you plan to use the Visa Card as a method of payment for this transaction? ☐ Yes ☒ No

- F. Piggyback - Provide the entity name, contract number and contract term Sarasota County, FL. Agreement #132363KR. Valve Assessment Program. One year term, with 2 additional one year renewals.

By signature, Vendor agrees to perform all of the work described in the proposal submitted, incorporated, attached and made a part of this Agreement, all in accordance with the requirements and provisions of the Contract Documents.

Vendor:  Date: 10-9-13

Title: R+M Service Solutions, LLC

Requesting Department Director's Signature:  Date: 10-14-13
Procurement Manager's Approval:  Date: 10/24/13
Finance Director's Approval (If applicable):  Date: 10-24-13
City Manager's Approval (If applicable):  Date: _____

☒ The department has attached the following documentation as backup with their request; bid/rfp, executed of contract (administrative or council approval), any amendments/memorandums/renewals, and tabsheet/price sheets).

**TERM CONTRACT FOR
132363KR VALVE ASSESSMENT PROGRAM**

THIS TERM CONTRACT is made and entered into as of the date of execution by both parties, by and between SARASOTA COUNTY, a political subdivision of the State of Florida, herein after referred to as the "County" and R & M Service Solutions, LLC, a limited liability company in the State of Florida, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the County requires the services of a Contractor to perform a Valve Assessment Program; and,

WHEREAS, the County issued a solicitation, #132363KR on February 19, 2013; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

WHEREAS, the County issued a Notice of Recommended Award on May 21, 2013; and,

WHEREAS, the nature of the services being provided is such that the quantity and extent of services may be subject to periodic adjustment through future amendments to this Term Contract; and,

WHEREAS, the Contractor has reviewed the services required pursuant to the Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms;

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

I. CONTRACTOR'S SERVICES

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of a Valve Assessment Program, in accordance with the technical specifications made part of this Term Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

- A. This Term Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of one year. This Term Contract may be renewed for up to two additional one year periods subject to written agreement of both parties.

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III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Term Contract an amount not to exceed \$300,000.00 per fiscal year.
- B. Notwithstanding the preceding, Contractor shall perform no work under this Term Contract until receipt of a Purchase Order from the County. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Term Contract and County may elect to issue no purchase orders.
- C. The County's performance and obligation to pay under this Term Contract is contingent upon an appropriation by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. ADDITIONAL SERVICES

- A. No changes to this Term Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County's authorized agent as set forth below.
- B. The Board of County Commissioners authorizes the Procurement Official to approve and execute amendments to this Term Contract, subject to applicable County policies and procedures.
- C. If the County's Administrative Agent requires the Contractor to perform additional services and if such services are not required as a result of error, omission or negligence of Contractor, then in such event the Contractor shall be entitled to additional compensation. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Term Contract by written amendment. Any additional service or work performed before a written Amendment to this Term Contract shall not be compensated by the County.

V. METHOD OF PAYMENT

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, Section 218.70, et.seq, Florida Statutes upon receipt of the Contractor's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Term Contract.

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- B. The Contractor shall submit invoices for payment to the County for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall pay on behalf of or indemnify and hold harmless Sarasota County Government from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor's or Sub-Contractors' performance or failure to perform under the terms of this Term Contract.
- B. This section of the Term Contract will extend beyond the term of the Term Contract.

VII. CONTRACTOR'S INSURANCE

- A. Before performing any work pursuant to this Term Contract, Contractor shall procure and maintain, during the life of this Term Contract unless otherwise specified, insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Term Contract.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. Contractor acknowledges that it is familiar with the technical specifications of the solicitation, including any addenda, and that it will perform the services as required.
- B. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. The Contractor warrants that he has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Term Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Term Contract.
- D. The Contractor covenants and agrees that it and its employees shall be bound by the Standards of Conduct of the Florida Statutes, Section

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112.313, as it relates to work performed under this Term Contract. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

- E. The Contractor shall comply with Florida Statutes, Section 287.133, Public Entity Crimes.
- F. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Term Contract.
- G. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Term Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
- H. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any stakeholder, including, but not limited to, County Commissioners, regulatory agencies or private citizens.

IX. TIMELY PERFORMANCE OF CONTRACTOR'S PERSONNEL

- A. The timely performance and completion of the required services is vitally important to the interest of the County.
- B. The personnel assigned by the Contractor to perform the services of this Term Contract shall comply with the information presented in the solicitation. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the County's Administrative Agent's written approval before said changes or substitution can become effective.
- C. The Contractor specifically agrees that all work performed under the terms and conditions of this Term Contract shall be completed within the time limits as set forth in the solicitation, or as otherwise identified in the County's Purchase Order or specified by the County's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Term Contract arising from or

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attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Term Contract, including, but not limited to:
1. Review of all Contractor payment requests for approval or rejection.
 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Term Contract.
- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The County shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Term Contract, as documented by the Administrative Agent, shall be considered a default of the Term Contract and sufficient reason for termination. The Contractor shall be notified in writing by the County and shall have an opportunity to cure such default within ten (10) working days after notification.
- C. In the event that the Contractor has abandoned performance under this Term Contract, then the County may terminate this Term Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment. Payment for work performed prior to the Contractor's abandonment shall be as stated above.
- D. The Contractor shall have the right to terminate services only in the event of the County failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent, or if the Project is suspended by the County for a period greater than ninety (90) calendar days.
- E. The County reserves the right to terminate and cancel this Term Contract in the event the Contractor shall be placed in either voluntary or

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involuntary bankruptcy or an assignment be made for the benefit of creditors.

F. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part, and if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

- (1) The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Term Contract;
- (2) The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
- (3) Claims made, or likely to be made, against the County, or its property;
- (4) Loss caused by the Contractor;
- (5) The Contractor's failure or refusal to perform any of the obligations to the County after written Notice and a reasonable opportunity to cure as set forth above.

XII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Term Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties agree to enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Term Contract shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Term Contract.
- D. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Term Contract.

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- E. This Term Contract and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Term Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. MISCELLANEOUS

- A. This Term Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Term Contract is enforceable unless agreed to in writing by both parties and incorporated into this Term Contract.
- B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Term Contract.
- C. The language of this Term Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Term Contract be construed to grant any rights, privileges or interest to any third party.
- E. The Contractor shall not assign any interest in this Term Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due the Contractor from the County under this Term Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Term Contract or any applicable law. If any term, condition, or covenant of this Term Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Term Contract shall be valid and binding on each party.
- G. The parties covenant and agree that each is duly authorized to enter into and perform this Term Contract and those executing this Term Contract have all requisite power and authority to bind the parties.

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- H. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Term Contract shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Term Contract.
- I. The rights and remedies of the County provided for under this Term Contract are in addition to any other rights and remedies provided by law.
- J. Any notices, reports, or any other type of documentation required by this Term Contract shall be sufficient if sent by the parties via United States certified mail, postage paid, to the addresses listed below:

Contractor's Representative:

Name:	<u>David J. Mills</u>
Title:	<u>Manager</u>
Address:	<u>37308 Trilby Trail</u> <u>Dade City, FL 33523</u>
Telephone:	<u>877-847-6747</u>
Facsimile:	<u>352-588-1047</u>
E-mail:	<u>dmills@r-mservice.net</u>

County's Administrative Agent:

Name:	<u>Jason Brown</u>
Title:	<u>Operational Manager</u>
Address:	<u>8781 Bee Ridge Rd</u> <u>Sarasota, FL 34241</u>
Telephone:	<u>941-861-0751</u>
Facsimile:	<u>941-341-4265</u>
E-Mail:	<u>jkbrown@scgov.net</u>

- K. Any change in administrative agents will require prompt notification by the party making the change.
- L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- M. The solicitation and all attachments and addenda thereto, and Contractor's submission in response to that solicitation ("Response") are hereby incorporated in the Term Contract by reference.
- N. In the event of conflicts or inconsistencies between this Term Contract, the solicitation, the Purchase Order, or the Response, the documents shall be given precedence in the following order:
1. Term Contract
 2. Solicitation
 3. County's Purchase Order
 4. Response

**TERM CONTRACT FOR
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IN WITNESS WHEREOF, the parties have executed the Term Contract as of the date last below written.

WITNESS:

R & M Service Solutions, LLC.

Print Name: Donna A. Mills

Print Name: David J. Mills

Signed By: *Donna A. Mills*

Signed By: *[Signature]*

Date: 5-25-13

Title: Managing Partner

Date: 5-25-13

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: *Cynthia J. Mason*

CHAIRMAN

DATE: 9/10/2013

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board of
County Commissioners

BY: *Laurine A. Shaw*

Approved as to form and correctness:

BY: *[Signature]*

COUNTY ATTORNEY *TRW*

**#132363KR VALVE ASSESSMENT PROGRAM
EXHIBIT A – TECHNICAL SPECIFICATIONS**

VALVE ASSESSMENT AND MAINTENANCE PROGRAM

1. SCOPE OF SERVICE

- a. The purpose of this bid is to establish a contract, by means of sealed bids, to furnish all labor, equipment, materials and expertise necessary to provide valve assessment, valve conditions, confirm locations spatially, and perform maintenance, on an "as needed" basis at locations to be determined within the Sarasota County Utility system. Sarasota County will furnish the successful Contractor with the most recent electronic copy of the Utility Valve system. The Contractor shall be responsible for furnishing all materials, equipment, and ancillary services to include line stops and wet taps as necessary to complete the requested work as specified in the Scope of Services as follows.

2. CONTRACTOR'S RESPONSE TIME

- a. The Contractor shall be adequately staffed and equipped to respond to all aspects of the requested work within 24 hours, if required by the County.

3. CONTRACTOR'S PERSONNEL

- a. The Contractor shall employ and assign to every project, a Project Manager who will oversee the described work. The Project Manager shall serve as a point of contact for all requested work, be responsible for coordinating and scheduling all requested work (including restoration) and be available (by phone, if not in person) while contractor work within the County's utility system is underway.
- b. The Contractor shall assign a qualified and responsible Service Technician (Level 3 Distribution System Operator License) to each aspect of the requested work. At anytime Contractor is working within the County's Utility system, notification shall be required with the County. 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 Contractors name and logo.

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EXHIBIT A – TECHNICAL SPECIFICATIONS**

4. CONTRACTOR'S EQUIPMENT

- a. 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 of fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease to operate and be removed from the job site. All Contractor service vehicles shall be maintained in a presentable manner and have the Contractor name and logo.

5. REQUIREMENTS FOR WORK AND SITE VISIT MANAGEMENT

- a. The Contractor personnel shall notify their assigned County representative each day, prior to beginning work within the County's 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, the County requires that the Contractor utilize the asset management software (Maximo). Training will be provided as necessary by the County. The Contractor shall retain a copy of the work order and must include the work order number in the invoice when applying for payment.
- b. The Contractor shall be responsible for obtaining all Utility locates through, and in accordance with "Sunshine State One Call of Florida" (SSOCOF) Excavation Guide (2207 or latest addition). 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 the County of any conflicts with existing utilities that may impact said work or of any damage to 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 the County and/or the State of Florida Department of Transportation (FDOT).
- c. Pricing for MOT shall be as follows:

Roadways within residential areas with speed limits of 35 mph or lower, and are single travel lanes, shall be included in the valve assessment bid pricing. Arterial roadways (up to 50 mph and multiple travel lanes) and FDOT roadways shall be bid per each set up. FDOT maintenance of traffic requirements and guidelines shall be followed at all times for arterial and FDOT roadways/ROW.

The Contractor shall submit MOT set up plans to the County and/or FDOT in advance for approval. The MOT will need to be approved by the County and/or FDOT before any work is performed.

**#132363KR VALVE ASSESSMENT PROGRAM
EXHIBIT A – TECHNICAL SPECIFICATIONS**

- d. The Contractor shall set up, manage, and restore each job site in a responsible manner that includes but is not necessarily limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection, At no time during active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from the County for any specific job sites 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 County in advance of 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 the 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.
- e. The Contractor shall be responsible for notifying the County when a valve is found to be/or is damaged during exercising. The County shall be notified immediately once a valve has been determined to have failed. The County shall make the determination on how to proceed.

6. VALVE MAINTENANCE

Valve maintenance shall include the following procedures:

- a. Locate and access each valve – The County will provide the Contractor with electronic and hard copies of the project area.
- b. Raise valve box to grade (if applicable)
- c. Align valve box to vertical position (if located outside of pavement)
- d. Clean debris and standing water from valve box
- e. Operate valve from open to close and back to open position for (3) complete cycles. All valves will be exercised with the minimum torque required so as to minimize the possibility of damaging the valve. The contractor will not exceed 200 psi while exercising a valve. The Contractor shall call the appropriate County representative for authorization to exceed the 200 psi threshold.
- f. Obtain and record GPS coordinates of valve
- g. Paint valve box appropriate color
- h. Mark curb with "V" marking
- i. Document all pertinent data including location , type, and size of valve, direction of rotation to open position, number of turns to full open position, degree of operating difficulty, and noted deficiencies and/or miscellaneous findings. Additional attributes to collect may be specified by the County.

**#132363KR VALVE ASSESSMENT PROGRAM
EXHIBIT A – TECHNICAL SPECIFICATIONS**

- j. Transfer all data from each valve location in "real time" to a central data base allowing for malfunctioning, broken and /or closed valves to be immediately reported to the County. All data shall be formatted to match the County's data system and/or forms.

7. GPS MAPPING

- a. All the valves encountered in this contract are to be GPS mapped within sub-foot accuracy and the data delivered in ESRI Geodatabase format, version 10.x or higher. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. Contractor shall have a GIS Certified Professional on staff and assign to every project, who will oversee the described work. The contractor 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 1 second with a minimum occupation of 20 seconds. Specific parameters include:
 - b. Elevation mask: 15 degrees above the horizon
 - c. Coordinate system; as agreed with NAD 1983 State Plane Florida EAST
 - d. Satellites: four or more
 - e. Position Dilution of Precision (PDOP): <6
 - f. Horizontal Dilution of Precision (HDOP): <4
 - g. Minimum number of raw positions collected: 20
 - h. 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 Recorder
Time Recorded
Total Positions
Filtered Positions
Horizontal Precision
Vertical Precision
Standard Deviation
Coordinate File Name
X-coordinate
Y-coordinate

Identifier to determine whether the feature was acquired through laser or GPS

DOCUMENTATION: Documentation data shall be collected on each valve and will be agreed upon, and compatible with the County's ESRI Software in advance of work startup. Data documentation shall include, at a minimum:

#132363KR VALVE ASSESSMENT PROGRAM EXHIBIT A – TECHNICAL SPECIFICATIONS

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), additional physical information as necessary.

Location data – Mapping grade GPS coordinate data parameters noted in the GPS mapping section.

Discrepancies – Details on discrepancies so that a work order as described below) can be concisely created.

DELIVERABLE DATABASE; Sarasota County Government requires GIS deliverables to be in the ESRI Geodatabase format, version 10.x or higher. All data must be projected in State Plane Florida West HARN, NAD1983 datum, linear units in feet. Specific layer types, attribution requirements, and delivery methods will be detailed in Scopes of Services. Contractor shall be able to fully integrate data into ESRI and also torque chart data shall be integrated into the County's ESRI system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base station used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The database shall contain the information agreed to by the County and at a minimum the following attribute data:

- A unique identification number – Torque chart for large valves
- 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.

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. Daily logs will be posted for the County to review before invoice submittals occur.

8. VALVE MARKING

- a. Valve lid covers will be marked, as the inspection and exercising process is completed, with the appropriate colored oil based enamel marking paint. The mark is intended to provide field evidence of work completed at an individual valve. The Contractor shall provide samples of the paint for approval by the County, prior to use.

**#132363KR VALVE ASSESSMENT PROGRAM
EXHIBIT A – TECHNICAL SPECIFICATIONS**

Sample Colors:



Blue = Potable Water



Purple = Reclaimed Water, Irrigation, and Slurry Lines



Green = Sewer and Drain Lines

9. MINOR REPAIRS

- a. The Contractor shall complete minor repairs as they are encountered throughout this program, Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary in order to restore valves to full operability, the Contractor will complete the following minor repairs:
 - i. Raising valve boxes in asphalt – Locate the paved over valve, cut asphalt (small cut), jackhammer down to the cover, apply risers to raise to existing street level, backfill with compacted material and patch with cold patch material.
 - ii. Raising valve boxes in dirt - Locate the buried valve, dig down to the cover, and apply risers to raise the box to existing ground level, replace sod if necessary, and backfill with compacted soil.
 - iii. Re-aligning valve boxes – Cut asphalt, jackhammer or dig to reveal box upper section, vacuum excavate so that box can be adjusted, adjust box over the operating nut, backfill with compacted material and patch with cold patch material.

(END EXHIBIT A)

**#132363KR VALVE ASSESSMENT PROGRAM
EXHIBIT B – FEE SCHEDULE**

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
1	Valve assessment and maintenance (Includes sub-foot GPS location)	EACH	\$29.49
2	Valve assessment and maintenance (without GPS location)	EACH	\$25.00
3	Raise valve box to grade , <12" depth in dirt, grass, sand, and gravel	EACH	\$49.20
4	Raise valve box to grade, (>1' - 4' deep) in dirt, grass, sand, and gravel	EACH	\$23.40
5	Raise valve box to grade, (4' - 10' deep) in dirt, grass, sand, and gravel	EACH	\$23.40
6	Raise valve box to grade, (>10' deep) in dirt, grass, sand, and gravel	EACH	\$23.40
7	Raise valve box to grade, < 12" depth in concrete areas and vehicular arteries	EACH	\$71.70
8	Raise valve box to grade, (<1 - 4') deep in concrete areas and vehicular arteries	EACH	\$103.50
9	Raise valve box to grade, (4' - 10') deep in concrete areas and vehicular arteries	EACH	\$157.00
10	Raise valve box to grade, (>10') deep in concrete areas and vehicular arteries	EACH	\$157.00
11	Replace valve box and raise to grade, >12" depth but < 42" depth in concrete areas and vehicular arteries	EACH	\$94.20
12	Replace valve box and raise to grade, > 42" depth but < 48" depth in concrete areas and vehicular arteries	EACH	\$94.20
13	Realign valve box to grade in dirt, grass, sand or gravel (0' - 4' deep)	EACH	\$301.14
14	Realign valve box to grade in dirt, grass, sand or gravel (>4' - 10' deep)	EACH	\$101.14
15	Realign valve box to grade in dirt, grass, sand or gravel (>10' deep)	EACH	\$101.14
16	Realign valve box to grade in pavement (0' - 4' deep), includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EACH	\$1001.14
17	Realign valve box to grade in pavement (>4' - 10' deep), includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EACH	\$101.14
18	Realign valve box to grade in pavement (>10' deep), includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EACH	\$101.14
19	MOT for Arterial Roadways	EACH	\$1001.14
20	MOT for FDOT Roadways	EACH	\$1501.14

132363KR VALVE ASSESSMENT PROGRAM EXHIBIT C – INSURANCE REQUIREMENTS

A. INSURANCE

Before performing any contract work, CONTRACTOR shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by COUNTY Risk Management. Those requirements which are not applicable to this purchase or solicitation have been struck through.

- 1. WORKERS' COMPENSATION:** CONTRACTOR will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this contract, as required by the laws of the state where the Contractor is domiciled. FLORIDA CONTRACTORS must provide evidence of Workers' Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, **AND** Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease. If applicable, coverage for the Jones Act and Longshore Harbor Workers Exposures must also be included. ****NOTE**** Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and qualify for the County waiver per the **Classification Matrix**.

In the event the CONTRACTOR has "leased" employees, the CONTRACTOR or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided to Sarasota County Risk Management, 1660 Ringling Blvd., 3rd Floor, Sarasota, FL 34236.

- 2. COMMERCIAL GENERAL LIABILITY:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over, and personal injury with limits of not less than \$1,000,000 each occurrence, covering all work performed under this contract.
- 3. BUSINESS AUTOMOBILE LIABILITY:** CONTRACTOR agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each accident covering all work performed under this contract.

CONTRACTOR further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

If the CONTRACTOR is shipping a product via common carrier, the Contractor shall be responsible for any loss or damage sustained in delivery/transit.

- 4. UMBRELLA LIABILITY:** With limits of not less than \$2,000,000 each occurrence covering all work performed under this contract.
- 5. HAZARDOUS MATERIALS INSURANCE:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until COUNTY Risk Management has been consulted as

132363KR VALVE ASSESSMENT PROGRAM EXHIBIT C – INSURANCE REQUIREMENTS

to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

- a. **CONTRACTORS POLLUTION LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including but not limited to, all hazardous materials identified under the contract.
- b. **ASBESTOS LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.
- c. **DISPOSAL** – When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
- d. **HAZARDOUS WASTE TRANSPORTATION** – When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.

*******Note: CERTIFICATES OF INSURANCE shall clearly state the hazardous material exposure work being performed under the contract.*******

B. POLICY FORM

- 1. Unless specific approval is given, all policies required by this contract with the exception of Professional Liability and Workers Compensation are to be written on an occurrence basis. Commercial General Liability policies shall name Sarasota County Government as additional insured as their interest may appear under this contract.
- 2. Insurance requirements itemized in this contract and required of the CONTRACTOR shall be provided on behalf of all sub-Contractors to cover their operations performed under this contract. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-Contractors.
- 3. Each insurance policy required by this contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
 - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to COUNTY Risk Management.
- 4. The COUNTY shall retain the right to review, at any time, coverage, form, and amount of insurance.
- 5. The procuring of required policies of insurance shall not be construed to limit CONTRACTOR'S liability nor to fulfill the indemnification provisions and requirements of this contract.
- 6. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely

132363KR VALVE ASSESSMENT PROGRAM EXHIBIT C – INSURANCE REQUIREMENTS

responsible for the payment of all deductibles and retentions to which such policies are subject.

7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by COUNTY Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 3rd Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by COUNTY Risk Management before the CONTRACTOR will be allowed to commence or continue work.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the CONTRACTOR'S/ SUB-CONTRACTOR'S/CONSULTANT'S insurance company and COUNTY Risk Management as soon as practicable after notice to the insured.
10. The Certificate of Insurance must include the following:

In the "Description of Operations/Special Provisions" section -
"Sarasota County Government is named as an additional insured, as their interests may appear on Commercial General Liability."

In the "Certificate Holder" section -
Sarasota County Government
Attn: Risk Management
1660 Ringling Blvd., 4th Floor
Sarasota, FL 34236