

RESOLUTION NO. 2023- 189**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO PIGGYBACK OFF THE CITY OF PLANTATION'S AGREEMENT FOR ELECTRIC MOTOR PUMP AND REPAIR – TERM CONTRACT, RFSP NO. 030-22, AND EXECUTE AN AGREEMENT FOR MOTOR PUMP AND REPAIR SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CONDO ELECTRIC MOTOR REPAIR CORP.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the proper City officials authorize the City of Pompano Beach to piggyback off the City of Plantation's Agreement for Electric Motor Pump and Repair – Term Contract, RFSP No. 030-22, and execute an Agreement for Electric Motor Pump and Repair Services (No. 1848), a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Condo Electric Motor Repair Corp.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 11th day of July, 2023.

DocuSigned by:

Rex Hardin

502CB780EB3F480...

REX HARDIN, MAYOR**ATTEST:**

DocuSigned by:

Kervin Alfred

D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

/jrm
5/17/23
l:reso/23-167

DocuSigned by:



AGREEMENT FOR ELECTRIC MOTOR PUMP AND REPAIR SERVICES
(No.1848)

BETWEEN

CITY OF POMPANO BEACH, FLORIDA

AND

CONDO ELECTRIC MOTOR REPAIR CORP.

THIS AGREEMENT made and entered into on July 13, 2023, (hereinafter "Effective Date") by and between:

CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, referred to here as "City."

and

CONDO ELECTRIC MOTOR REPAIR CORP., a Florida corporation, whose mailing address is 3615 E 10th CT., Hialeah, FL 33013 (hereinafter "Contractor").

City and Contractor may also be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City wishes to enter into this Agreement for repair, modification and replacement of various types of electric motors and pumps used by the City's Utilities Department (hereinafter "Agreement") with Contractor within the limits of the City of Pompano Beach as needed by City; and

WHEREAS, the Code of the City of Pompano Beach at Section 32.41(C) provides authority for the City Manager to piggyback City purchase of goods and services with state or local public contracts within certain codified guidelines, which guidelines have been met; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and Term Contract Agreement No. 030-22 between City of Plantation and Contractor dated July 27, 2022, and in accordance with said agreement a copy of which is referenced hereto as Exhibit A and adopted in its entirety by City and Contractor (hereinafter "City of Plantation Contract"), together with and including contract renewals, amendments and change orders to the extent applicable hereto; and

WHEREAS, the City Manager has determined that piggybacking with the City of Plantation Contract is necessary for repair, modification and replacement of various types of electric motors and pumps used by the City's Utilities Department and is the most economically advantageous way to procure these necessary services in a timely and efficient manner.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITATIONS. The foregoing "WHEREAS" clauses are hereby adopted and incorporated herein.

2. TERM. The term of this Agreement shall commence on the Effective Date and continue through one (1) year unless terminated earlier or extended by the Parties.

3. CONTRACT TERMS. Contractor agrees to provide repair, modification and replacement of various types of electric motors and pumps used by the City's Utilities Department as requested by City through a written notice to proceed. The City of Plantation Contract is hereby incorporated into this Agreement for all purposes. In the event of conflict between the City of Plantation Contract and this Agreement, the order of priority shall be: (1) this Agreement; and (2) The City of Plantation Contract.

The following provisions are included as supplementary to and amending the City of Plantation Contract:

A. City shall pay Contractor no more than the unit prices set forth in the City of Plantation Contract and in accordance with the provisions of the City of Plantation Contract in the total amount Not to Exceed two hundred and fifty thousand 00/100 dollars (\$250,000.00). If the City requires services not covered by unit prices already made a part of the City of Plantation Contract, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, the City Manager, Gregory P. Harrison, shall be the City's Representative.

B. If permits are required as part of the required hereunder, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) days of receiving all documents from City necessary to file such permit applications. City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. City of Pompano Beach shall be deemed substituted for City of Plantation, with regard to any and all provisions of the City of Plantation Contract, including, for example and without limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, F, and G, below. All recitals, representations and warranties of Contractor made in the City of Plantation Contract are restated as if fully set forth herein, made for the benefit of City, and incorporated herein. Scope of work shall be modified from that performed for Broward County as specifically set forth in the proposal labeled, Exhibit B, and attached and incorporated herein.

D. Within five (5) days of final execution of this Agreement, Contractor shall furnish City with a certificate of insurance in a form acceptable to City for the insurance required. Such certificate provided by Contractor must state the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. A copy of the additional insured endorsement must be attached and contain language no less restrictive than ISO Form CG 20 10 07 04 or ISO Form CG 20 33 07 04. Contractor shall not commence work unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

E. Contractor shall indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against all claims, suits, actions, damages, causes, or action or judgments arising out of the terms of this Agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services, from and against any orders,

judgments, or decrees, which may be entered against City, its elected officials, officers, employees and agents; and from and against all costs, attorney's fees, expenses, and other liabilities incurred in the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statute section 768.28. The parties agree that one percent (1%) of the total compensation paid to Contractor for work under this contract shall constitute specific consideration to contractor for the indemnification to be provided under the contract.

F. Both parties agree that City may terminate this Agreement for any reason with ten (10) day notice to Contractor.

G. Public Records and Retention: City is a public agency subject to Chapter 119, Florida Statutes. Contractor and its subcontractors shall comply with public records laws, specifically to: 1) Keep and maintain public records required by the City in order to perform the service; 2) Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and 4) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

Failure to comply with said statutory requirements may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

4. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

5. NOTICE. Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:

Randolph Brown
1205 NE 5th Avenue
Pompano Beach, FL 33060

Copy to:

Mark E. Berman City Attorney
P.O. Box 2083
Pompano Beach, Florida 33061

For Contractor:

Hector A. Gomez, President
3615 East 10 Court
Hialeah, FL 33013

6. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

7. SEVERABILITY. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable, this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from and in lieu of such illegal, invalid or unenforceable provision, City and Contractor shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling and to include as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

8. GOVERNING LAW. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER

PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

9. **FORCE MAJEURE.** Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

10. **EMPLOYMENT ELIGIBILITY.** By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

11. **DUPLICATES.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

DocuSigned by:

D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

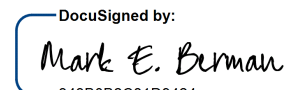
DocuSigned by:

502CB780EB3F480...
By: _____
REX HARDIN, MAYOR

DocuSigned by:

7052A67F15A44C8...
By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

343B0B2C81D9424...

MARK E. BERMAN, CITY ATTORNEY



"CONTRACTOR"

Condo Electric Motor Repair Corp.

Witnesses:

[Signature]

HECTOR GARCIA
(Print or Type Name)

[Signature]

MOHAMED B. HALLAJ
(Print or Type Name)

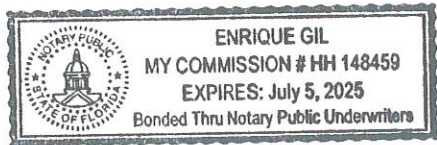
By: [Signature]
Hector Gomez, President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 15 day of May, 2023, by Hector Gomez as President of Condo Electric Motor Repair Corp., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Enrique Gil
(Name of Acknowledger Typed, Printed or Stamped)

HH 148459
Commission Number

CITY OF PLANTATION



AGREEMENT

Between

THE CITY OF PLANTATION

AND

CONDO ELECTRIC MOTOR REPAIR CORP.

For

*ELECTRIC MOTOR PUMP AND REPAIR - TERM
CONTRACT*

RFSP No. 030-22

AGREEMENT

**Agreement
By and Between
City of Plantation
&
Condo Electric Motor Repair Corp.
for
Electric Motor Pump and Repair - Term Contract
Agreement No. 030-22**

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this 27 day of July, 2022 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and CONDO ELECTRIC MOTOR REPAIR CORP. a Florida Corporation with its principal place of business at 3615 E 10TH CT, Hialeah, FL 33013 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

The Contractor shall timely complete the required services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing the services mentioned herein to public clients, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

2.2 Service

The City desires to engage the Contractor to provide the repair, modification and replacement of various types of electric motors and pumps. These services shall include, but are not limited to, all appurtenances and ancillary equipment directly associated with the repair, modification and replacement of a motor or pump such as valves, mixers, piping, gear boxes, gauges, and belts. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as **Exhibit "A"**.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit "A"** Scope of Services, **Exhibit "B"** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit "C"** Front-End Documents, **Exhibit "D"** Insurance Requirements, **Exhibit "E"** Rates, **Exhibit "F"** General Terms and Conditions, **Exhibit "G"** Addenda.

2.3 Procurement

The City of Plantation electronically advertised an "Request for Sealed Proposals" (RFSP) for Electric Motor Pump and Repair - Term Contract.

The City of Plantation received five (5) bid responses from Contractors stating they can perform/provide the aforementioned service.

The City of Plantation found Condo Electric Motor Repair Corp., the most advantageous Firm

AGREEMENT

after an evaluation ranking and presented the recommendation of approval to the City Council for the execution of an agreement.

The City of Plantation City Council approved the execution of an agreement between the City and Condo Electric Motor Repair Corp. for Electric Motor Pump and Repair - Term Contract on Consent Agenda Item No. 16 on July 20, 2022.

3. TERMS.

3.1 Term.

A. The initial agreement period shall be for two (2) years, commencing August 1, 2022 and expiring on July 31, 2024. In addition, the City reserves the right to extend this Agreement for two (2) additional one (1) year renewal periods, provided the Contractor also agrees in writing to extension upon such terms as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement.

3.2 Responsibilities of Contractor.

A. Payment. Payment for work shall be authorized upon completion of all work specified in “Scope of Services” of this specification. Invoices will be subject to verification and approval by the department requesting the service. Each invoice shall be submitted in increments not greater than thirty (30) days. All invoices are required to be submitted within three (3) months, if invoices are not submitted within three (3) months, the City reserves the right not to pay due to delinquency.

B. Contractor’s Compensation. At the completion of services, the Contractor shall receive a compensation of the prices listed below and further specified in Exhibit E.

Rates:

Item No.	Description	Unit Price Extended Price
1	Total percent discount off of Vaughen’s Motor & Pump Repair Price Guide for repairs to STANDARD MOTORS.	70%
2	Total percent discount off of Vaughen’s Motor & Pump Repair Price Guide for <u>Emergency</u> repairs to STANDARD MOTORS.	55%
3.	Total percent discount off of Vaughen’s Motor & Pump Repair Price Guide for repairs to VERTICAL MOTORS.	70%
4.	Total percent discount off of Vaughen’s Motor & Pump Repair Price Guide for <u>Emergency</u> repairs of VERTICAL MOTORS.	55%
5.	Total percent discount off of Vaughen’s Motor & Pump Repair Price Guide for repairs to SUBMERSIBLE PUMPS.	70%

AGREEMENT

6	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for <u>Emergency</u> repairs to SUBMERSIBLE PUMPS.	55%
		HOURLY RATE
7	Labor hours for machinists, in shop or on site, <u>standard hours</u> , for machine work, not specified in Vaughen's	\$39.50
8	Labor hours for machinists, in shop or on site, <u>emergency hours</u> , for machine work, not specified in Vaughen's	\$58.00
9	Crane Service, 80 Ton Crane with 150 Foot Boom with Operator	\$285.00
10	Minimum charge for Crane Service (if any)	\$1,300.00

C. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

D. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

E. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in Exhibit "A". Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

AGREEMENT

F. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

G. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City.

H. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors, and other staff at all reasonable times.

I. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

J. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any Service that Contractor fails to perform, or otherwise has not performed.

K. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims,

AGREEMENT

demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

L. Insurance.

i. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit "D"**. In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured all insurance pursuant to **Exhibit "D"**.

M. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and Subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

N. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

3.3 Termination of Agreement.

A. For Convenience. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 30 calendar days

AGREEMENT

before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 3.6C.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide Contractor with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

3.4 Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction

AGREEMENT

expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Contractor shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. SubContractors. Contractor shall require all SubContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the SubContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its SubContractors, or those provided to Contractor by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

D. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Contractor for any purposes other than the performance of the Services. To the maximum extent permitted by law, Contractor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

AGREEMENT

3.5 General Provisions.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Contractor:

Hector A. Gomez, President
Condo Electric Motor Repair Corp.
3615 East 10 Court
Hialeah, Florida 33013
Email: condoel@condoelectric.com

City:

Mayor Lynn Stoner
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:
Jason Nunemaker
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, contractors, or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or

AGREEMENT

utilized by the Contractor in the performance of this Agreement.

ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Contractor shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from Contractor.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

iv. This paragraph shall survive termination or expiration of this Agreement.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 3.6D.

ii. No later than 10 calendar Days after the Contractor's receipt of the City's determination, the Contractor shall respond to the City in writing, either accepting the determination or stating the Contractor's factual or legal objection to the determination. If the Contractor's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the Contractor may seek a judicial determination of the dispute. In the event that the Contractor intends to seek judicial determination of a matter decided by the City, the Contractor shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

AGREEMENT

iii. If required by City, the Contractor shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Contractor complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Contractor fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.

G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

AGREEMENT

K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

L. No Third Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.

M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor

AGREEMENT

list.

Q. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

R. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

S. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

T. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

THIS SECTION WAS INTENTIONALLY LEFT BLANK

AGREEMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND CONDO ELECTRIC MOTOR REPAIR CORP. have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest: *April Beggerow*
April Beggerow, City Clerk



CITY OF PLANTATION

By: *Lynn Stoner*, Mayor
Lynn Stoner, Mayor

As to legal form: *Kerry L Ezrol*
Kerry L Ezrol, City Attorney

As to Procurement: *Charles Spencer*
Charles Spencer, Procurement Director

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 27th day of July, 2022, by Lynn Stoner, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. She is personally known to me or has produced _____ as identification.

My commission expires:

E. Thompson
NOTARY PUBLIC

Signed, Sealed in the presence of:

Witness *Hector Garcia*
Hector Garcia

Typed name of Witness



Condo Electric Motor Repair Corp
a Florida Corporation

By: *Hector A. Gomez*
Hector A. Gomez, President

Witness: *Enrique Gil*
Enrique Gil

Typed name of Witness

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/21/2022 (date) by Hector A. Gomez, President, of Condo Electric Motor Repair Corp a Florida Corporation, on behalf of the corporation. They are personally known to me or who has produced known (type of identification) as identification.

My commission expires: Sept 22, 2025

Mirta M. Amador
NOTARY PUBLIC



OFFICE OF THE MAYORLynn Stoner,
Mayor**PROCUREMENT DEPARTMENT**Charles Spencer, NIGP-CPP
Director**CITY COUNCIL**Erik Anderson, President
Jennifer Andreu, President Pro Tem
Timothy J. Fadgen
Denise Horland
Nick Sortal

July 21, 2022

Hector A. Gomez
Condo Electric Motor Repair, Corp
3615 East 10 Court
Hialeah, Florida 33013
Email: condoel@condoelectric.com

RE: RFSP No. 030-22; Electric Motor Pump and Repair - Term Contract

Dear Hector:

This letter is to inform you that the City of Plantation City Council awarded the above referenced bid at their June 20, 2022 meeting Consent Agenda Item No. 16, to Condo Electric Motor Repair, Corp

After the required protest period has passed (June 25, 2022 @4:30pm), a representative from the Procurement Department will be contacting you to execute a formal agreement.

Pricing Information:

All equipment and/or services shall comply with "Technical Specifications/Scope of Services", identified in/ RFSP No. 030-22; Electric Motor Pump and Repair - Term Contract.

Item No.	Description	Unit Price Extended Price
1	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for repairs to STANDARD MOTORS.	70%
2	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for <u>Emergency</u> repairs to STANDARD MOTORS.	55%
3.	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for repairs to VERTICAL MOTORS.	70%
4.	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for <u>Emergency</u> repairs of VERTICAL MOTORS.	55%
5.	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for repairs to SUBMERSIBLE PUMPS.	70%
6	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for <u>Emergency</u> repairs to SUBMERSIBLE PUMPS.	55%

OFFICE OF THE MAYORLynn Stoner,
Mayor**PROCUREMENT DEPARTMENT**Charles Spencer, NIGP-CPP
Director**CITY COUNCIL**Erik Anderson, President
Jennifer Andreu, President Pro Tem
Timothy J. Fadgen
Denise Horland
Nick Sortal

		HOURLY RATE
7	Labor hours for machinists, in shop or on site, <u>standard hours</u> , for machine work, not specified in Vaughen's	\$39.50
8	Labor hours for machinists, in shop or on site, <u>emergency hours</u> , for machine work, not specified in Vaughen's	\$58.00
9	Crane Service, 80 Ton Crane with 150 Foot Boom with Operator	\$285.00
10	Minimum charge for Crane Service (if any)	\$1,300.00

If you have not already done so, please register as a City of Plantation vendor by visiting our website (www.plantation.org) and completing the proper application.

Note: The City shall not be obligated to any Bidder to enter into a contract or issue a purchase order with the Bidder despite the City governing body prospectively awarding the Project to a successful Bidder. The City shall be obligated to any Bidder for the project if and only if the CITY enters into a contract or issues a purchase order for the Project with the Bidder, and further, no action will lie against the City to compel the City to execute any such contract or purchase order, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order.

If you have any questions, please do not hesitate to contact me.

Respectfully,

George Barber, MPA, CPPO, CPPB, NIGP-CPP, NIGP-PPA
Procurement Administrator
Email: Gbarber@Plantation.org

EXHIBIT “A” (Scope of Services)

SCOPE OF SERVICES

SECTION 1 – SPECIFICATIONS

1. SCOPE

The City of Plantation requires a qualified Contractor to provide services for the repair, modification and replacement of various types of electric motors and pumps. These services shall include, but are not limited to, all appurtenances and ancillary equipment directly associated with the repair, modification and replacement of a motor or pump such as valves, mixers, piping, gear boxes, gauges, and belts. Pumps are used to pump substances such as water, sewage, air, sludge or chemicals.

An example of services to be provided are the rewinding of stators and motors, replacement of bearings and seals, complete motor repair, rewinding of transformers, machining, repair of pumps, repair of gear boxes, repair of valves, repair of air compressors, repair of blowers, repair of mixers, piping, and to provide crane service when required.

When necessary, the Contractor shall obtain all necessary permits from Federal, State and local agencies and licenses necessary to complete the work. The Contractor shall produce engineering drawings as required.

The Contractor shall provide other services as required including, but not limited to the following; special foundations, welding, crane service, machining, construction, installation of replacement and/or owner furnished and/or new equipment, structural support, electrical panel controls, addition, replacement, repair, or modification of electrical equipment to make a complete operational unit.

2. DEFINITIONS

The following terms used in the Contract Documents shall, unless the context indicates otherwise, have the meanings set forth below:

2.1 **Contractor** means the bidder who is awarded the contract.

2.2 **EASA Standards** means the Electrical Apparatus Service Association's Standards for electrical Apparatus Sales and Service industry.

2.3 Any **emergency** is a motor or pump rebuild that has been given priority and will be worked continuously so that it will be returned to City of Plantation in the shortest possible time.

2.4 **HP** means horsepower.

2.5 **HZ** means hertz.

2.6 **IPS** - inch per second.

SCOPE OF SERVICES

- 2.7 **MILS** - one thousandth of an inch.
- 2.8 **MS** - Micro seconds.
- 2.9 **N.E.M.A.** - National Electrical Manufacturing Association.
- 2.10 **Qualified Service Person** – means the person performing any inspection or repair must have skill, training and technical expertise related to the construction and operation of the electrical equipment such as VFDs, speed controls, Flomatcher, soft starts, and auto transformer starts. Qualified service person must be able to troubleshoot equipment failures and have certification of technical training for such equipment.
- 2.11 The **rebuild of a motor** shall consist of rewinding of the stator, replacement of bearings, seals and any machine work required to ensure proper bearing fit, balancing and testing the rotor, painting and testing.
- 2.12 The **reconditioning/refurbishing** of a motor shall consist of cleaning, dipping and baking of the stator, replacement of bearings, any machine work required to ensure proper bearing fit, balancing and testing the rotor, painting and testing.
- 2.13(a) **Re-build** of a pump shall consist of new pump impeller, bearings, seals, gaskets, shaft sleeve, wear rings, pump shaft (if necessary), mechanical seal or packing gland and any machine work required to ensure proper fit, balancing, vibration testing in accordance with the manufacturer's instructions.
- 2.13(b) **Re-conditioning/refurbishing** of a pump shall consist of new pump impeller (if necessary), bearings, seals, gaskets, wear rings(if necessary), mechanical seal or packing gland and any machine work required to ensure proper fit, balancing, vibration testing in accordance with the manufacturer's instructions.
- 2.14 **RMS** - Recon Figurible Machining System.
- 2.15 **RPM** means revolutions per minute.
- 2.16 **Specifications** means the Specification for Electric Motor Reconditioning and Rewind, which is included in the Invitation To Bid.
- 2.17 **TEFC** means totally enclosed fan cooled.
- 2.18 **TIR** - Total Indicator Reading.
- 2.19 **UL** means Underwriters Laboratory.
- 2.20 **UL Listed** means electric motors listed by UL and requiring UL certification.
- 2.21 **Utilities Facility Site:** shall mean Sawgrass Utility Complex, Springtree Utility Complex, Southwest Treatment Facilities, pump station and lift station sites, and any other location, as required.

SCOPE OF SERVICES

- 2.22 **Vaughen's Pricing Guide** means the latest edition of Vaughen's Electric Motor Price Guide and any supplements thereto. Vaughen's Price Publishing Co., Inc., 9400 Mc Knight Road, Suite 203, Pittsburgh, PA 15237, phone: 800-828-4436, fax:412-367-4884; e-mail sales @ vaughens.com.
- 2.23 **VPI Process** means vacuum pressure impregnating process utilized in the sealing of electric motors.
- 2.24 **Stator Rewinds** include: Dismantle, test strip, clean; make and Insert Insulation coils; connect, dip and bake, assemble, test and paint, one (1) year warranty (per Vaughens). Prices include all labor, material, overhead, and profit. Extras are calculated at the same percent of Vaughens. "Extra Priced by Frame Size.

3. **QUALIFICATIONS:**

- 3.1 Prospective bidders must prove to the Plant Maintenance Superintendent that they are qualified and capable to fulfill and abide by the requirements listed herein. See also Definitions, 2.10, Qualified Service Person.
- 3.2 Bidder should provide with bid, a reference list of a minimum of five (5) current customers, comparable in size and scope, that the bidder has recently supplied services on a continuing basis over a recent twelve (12) month period.
- 3.3 Bidders should include with their bids the number of years their company has been in the electric motor and pump repair business, a description and location of shop areas, and all applicable company names under which electrical motor and pump repair business was performed.
- 3.4 Contractor should have a minimum of eight (8) qualified employees on their overhaul crew. Bidders should include with their bid the names, years of experience and any certifications of employees that will perform work on City of Plantation equipment as part of this contract.
- 3.5 Contractor should have a minimum shop area of 10,000 square feet with two shifts. If there is an emergency, Contractor must have employees to work continuously until the job is complete. Contractor's facility shall be sufficient size to store all motors and pumps requiring work under roofed structures. Under no circumstances shall motors be stored in the open without protective covers. Any facility less than 10,000 square feet must be inspected and approved by the Contract Administrator and the Purchasing Division prior to award.
- 3.6 Contractor must provide Underwriter's Laboratory Certification for all rebuilt Class One and Two explosion-proof motors for hazardous locations. The certification must be provided when repaired motor is returned to the Plant Maintenance Superintendent. If the UL certification is subcontracted, the company doing the certification must be approved by the Plant Maintenance Superintendent prior to any repair work being performed.

SCOPE OF SERVICES

- 3.7 Contractor's facility shall be able to perform vibration analysis and balancing, surge and core loss testing, vacuum pressure impregnation and dynamic balancing up to 20,000 pounds.
- 3.8 Contractor must be able to perform vibration analysis and balancing at City of Plantation's site or field locations.
- 3.9 Contractor must be fully equipped and capable of meeting all specifications and requirements of the bid. All subcontractors must be approved prior to award. Any changes of subcontractors must have prior approval by the Procurement Administrator and Plant Maintenance Superintendent.

4. **GENERAL REQUIREMENTS:**

- 4.1. The Contractor shall have the capability to respond to a minimum of three (3) sites at the same time. A minimum of two (2) full service technicians shall come prepared with the necessary tools, materials, parts, labor and equipment and parts needed to perform and complete all tasks. A technician fluent in English shall be present for any onsite work. The Contractor's facility shall be a factory authorized warranty station and repair shop located within Dade, Broward or Palm Beach County. The Contractor shall be EASA (Electrical Apparatus Society of America) registered. Proof of current EASA certification must be provided with bid. The contractor shall have a full service machine shop able to accommodate up to a 400 H.P. motor. The Utilities Department reserves the right to inspect any or all bidder's premises, facilities and equipment, prior to award.
- 4.2 The Contractor shall have the capability, at a minimum, to repair/rebuild, refurbish and/or recondition the following:
 - 4.2.1 Open Drip Proof, 110V/220V, 60Hz, single phase or 230/460V, 60Hz, 3 phase.
 - 4.2.2 Totally enclosed fan cooled, 110V, 60Hz, 1 phase or 230/460V, 60Hz, 3 phase. Size for both A & B from fractional H.P. up to, and including 400 H.P.
 - 4.2.3 Vertical hollow shaft well motors: Totally enclosed fan cooled (TEFC) and weatherproof drip proof (WPDP) in sizes 5 H.P. through 400 H.P.
 - 4.2.4 Totally explosion proof motors, 1800 RPM, 230/460 Volt, 3 phase, 60Hz, for hazardous locations, Class I, Groups A, B, C, D and Class II, Groups E, F, G.
 - 4.2.5 Wound rotor motor horizontal and vertical open, drip proof and totally enclosed 3 phase, 480 or 4160 volt, 60Hz, in sizes 75 H.P. through 400 H.P.
 - 4.2.6 Totally enclosed fan cooled, DC motors, wound stator and permanent magnet stators with wound rotors, speed from 0-1750 RPM on 0 to 90 Volts D.C.
 - 4.2.7 Dry type transformers.

SCOPE OF SERVICES

- 4.2.8 Magnetic drive and variable frequency drive (VFD) 0-400 H.P.
- 4.2.9 All types of motors and dry type transformers including but not limited to the following: Toshiba, Sterling, G.E., U.S., Lincoln, Westinghouse, Marathon, EM, Baldor, Century, I. T. E., FGM, Aurora and Peabody Barnes.
- 4.2.10 All types of submersible pumps and motors including, but not limited to the following: Pleuger, EMU, Flygt, Myers, Crane Deming, KSB, CLOW, PB/Barnes, and IDP
- 4.2.11 All types of self –priming pumps including, but not limited to the following: Gorman Rupp, Smith & Loveless, Crane Deming, Crown, and Fairbanks Morse.
- 4.2.12 All types non-submersible pumps including, but not limited to the following: Turbine/Centrifugal/Spilt-Case.
- 4.2.13 All types of valves sized from 6”-36” including, but not limited to the following: gate, plug, hydraulic, and globe.
- 4.2.14 All types of piping sized from 6"-36" including, but not limited to the following: Ductile Iron, Steel, Stainless Steel and High Density Poly Ethylene.
- 4.2.15 All types of air compressors and blowers including, but not limited to the following: Ingersoll Rand, Spencer, Hoffman and Lamson.
- 4.2.16 All types of gearbox and mixer drive units including, but not limited to the following: Jones and AT, Sumitomo, Westec, Sew-euro, Nord, Reliance, Morse, Wallace and Tierman, Delsoyd, Walker-Process, Flyte, Lightnin and Hypower.
- 4.2.17 All types of control panels.

5. **QUALITY CONTROL CLAUSE:**

The Contractor shall establish a complete quality control program to assure the requirements of the Contract are provided as specified. The Contractor’s basic quality control program should be provided to the City of Plantation with the bid. The program should include, but not be limited to the following:

- 5.1 A method of identifying deficiencies in the quality of services performed before the level of performance is unacceptable.
- 5.2 The Contractor may be required to meet with Purchasing and the Using Division(s) prior to the award. The purpose of the meeting will be to review the contract requirements and City of Plantation procedures and meet with the people who will be responsible for making sure the work is done correctly. Vendor may be required to bring the following personnel to the meeting; the company president or district manager, the service manager, accounting person and the actual service mechanic(s) who will most likely be the person responsible for repairs. Failure of

SCOPE OF SERVICES

the vendor to attend the meeting when requested will be cause for their company to be determined non-responsible and have their bid rejected.

- 5.3 Vendor Complaints made by users and processed through the Procurement Division are to be corrected within fourteen (14) days of formal complaint. Written response to the Procurement Division and the Using Division is required. Failure to properly resolve complaints within fourteen (14) calendar days may result in the cancellation of this contract.

6. **CONTRACTOR RESPONSIBILITIES:**

- 6.1 Provide competent supervision.
- 6.2 Provide competent workers. Contractor agrees to utilize only experienced responsible people in the performance of work.
- 6.3 All contractor's personnel must wear uniforms with contractor's company name and wear photo ID's. Additional and unknown at this time, security procedures may be required including background and/or criminal investigations. Any additional security procedures required by the City of Plantation other than uniforms and ID badges may be the responsibility of the contractor.
- 6.4 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- 6.5 Contractor must provide at their own expenses an interpreter with any employee who cannot speak English that is sent to a City of Plantation site to do repairs.
- 6.6 The Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the contractor's expense. Contractor will be responsible for disposal of hazardous waste materials that may be a result of repair work performed, at Contractor's expense. Whenever disposing of hazardous material, the Department of Natural Resource Protection shall be contacted by contractor for proper disposal instructions. This requirement shall be solely the Contractor's responsibility. Contractor shall keep the Plant Maintenance Superintendent informed.
- 6.7 The Contractor shall be responsible for all repairs, performance of all equipment parts, services offered in the bid. The Contractor is in no way relieved of the responsibility for the performance of all equipment/parts/repairs furnished, or of assuring the timely delivery of materials, parts, etc. even if it is not of their manufacture.
- 6.8 The Contractor shall be responsible for all necessary measurements and for the accurate fitting of all work. The Contractor shall be responsible for any damage to the facility or any equipment inside during this contract. Any such damage will be repaired by the Contractor at his/her expense and to the satisfaction of City of

SCOPE OF SERVICES

Plantation.

- 6.9 The Contractor shall be responsible for notifying the Plant Maintenance Superintendent of any warranties or guarantees, and the terms contained therein covering replacement components.
- 6.10 Awarded contractor shall be responsible for supervision of any sub-contractors and should submit with their bid, a list of sub-contractors for this project. However, this list must be approved by the City prior to award. The list should include the sub-contractor's Company name, location, contact person, and the percentage of the work that will be sub-contracted.

7. **WARRANTY:**

- 7.1 All materials, labor and workmanship and replacement parts and supplies shall be fully warranted and guaranteed to include a minimum of one (1) year warranty against defects in materials and workmanship for electric motor rewind work and a minimum of one hundred twenty (120) day warranty against defects in materials and workmanship for electric motor reconditioning work performed, from date of completion and acceptance. Any repairs made under warranty shall include any weekends and holiday rates, if repairs are required during that time.
- 7.2 The Contractor is required to expressly warrant that all replacement parts are new and free from defects, warranted for their merchantability and meet the performance specifications of the original equipment.

8. **WORKMANSHIP:**

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

9. **EMERGENCY SERVICE:**

Units delivered by City of Plantation personnel should be given "priority" as emergency repairs. Due to the nature of services provided to the community and restrictions imposed on the City of Plantation by State and Federal statutes and regulations, ordering departments may occasionally require emergency repairs. Around-the-clock, three shift repair work will be requested by the City during these situations. Emergency repairs must be in progress within two (2) hours after authorization.

10. **HOURS OF SERVICE:**

Regular hours shall be from 8 AM to 5 PM, Monday through Friday. Work may continue past a normal eight (8) hour work shift, if needed. Overtime hours shall be from 5:01 PM to 7:59 A.M, Monday through Friday, and all hours Saturday and Sunday. Overtime hours

SCOPE OF SERVICES

must be approved by the requesting Division prior to repairs.

11. **TRANSPORTATION:**

- 11.1 Contractor shall be responsible for pickup at City of Plantation Facility and return delivery of equipment.
- 11.2 All transportation of equipment for work ordered under the agreement resulting from this bid shall be at the Contractor's expense and risk.
- 11.3 Equipment must be transported in the position of normal operation, whether vertically or horizontally.
- 11.4 All motors must be covered and protected against adverse weather conditions while in transit. Under no circumstances shall motors be stored in the open or without protective covers.

12. **COMPLETION TIME:**

Pick up shall be made within one (1) working day after a request from the Plant Maintenance Superintendent for a written estimate. Repaired units, up to 250 HP should be returned within seven (7) working days after receipt of purchase order. Motors 251 HP and over, should be repaired and returned within twenty-one (21) working days, after receipt of purchase order. Any exceptions to delivery requirements must be noted on the written estimate. The time limits may be extended for good cause by written authorization of the Plant Maintenance Superintendent. Units delivered by City of Plantation personnel, should be given "priority" as emergency repairs. Emergency repairs must be completed as if for the Contractor's most favored customer, including warranty on parts and repairs.

- 13. City of Plantation reserves the right to question the number of shop or machine hours on any given estimate. City of Plantation and Contractor must agree to their mutual satisfaction the number of hours on the estimate. If a mutual agreement cannot be reached, the City of Plantation reserves the right to competitively quote the repairs.

14. **PROTECTIVE COATINGS:**

Contractors shall be aware of the highly corrosive effects of hydrogen sulfide that is present at some job sites. Contractor shall provide corrosion resistant protective coatings where needed on equipment as a part of any repairs.

15. **EQUIPMENT:**

Type and sizes of the equipment include the following:

- 15.1 Open Drip Proof, Frame type T or U, 1800 R.P.M., 110V/220V, 60 HZ, Single Phase or 230/460/416V, 3 Phase.

SCOPE OF SERVICES

- 15.2 Totally enclosed fan cooled, Frame type T or U, 1800 RPM, 110/220V, 60 HZ, 1 Phase or 230/460V/4160V, 60 HZ, 3 Phase.
- 15.3 Vertical hollow shaft well motors: Totally enclosed Fan Cooled (T.E.F.C.) and weather proof drip proof (W.P.D.P.) in sizes 5 H.P. through 400 H.P.
- 15.4 Totally explosion proof motors, 1800 RPM, 230/460 Volt, 3 phase, 60 Hz for hazardous locations, Class 1, Groups A,B,C,D and Class 11, Groups E,F,G.
- 15.5 Submersible Pumps, 208/230V, 1 Phase Various Horsepower and various RPM.
- 15.6 Submersible Pumps, 230/460V, 3 Phase Various Horsepower and various RPM.
- 15.7 Closed Coupled Pumps, Horizontal Split Case Pumps and Vertical Turbine Pumps.
- 16. **MACHINING:**

Contractor must have a full on site machine shop. All machine work should be bid on a straight hourly rate. When machine work is necessary, list as a separate item when doing a written estimate.
- 17. **CRANE SERVICE:**
 - 17.1 Contractor shall supply crane and/or special lifting equipment with operator when required for repairs.
 - 17.2 Mobilization charge shall include all charges to get crane on site. After crane is on site, indicate if there is a minimum charge.
 - 17.3 Some locations will require a minimum 80 ton crane with 150 ft. boom. Bid prices for an 80 ton crane where indicated on bid sheet and minimum charges, if any.
- 18. **GENERAL INSTRUCTIONS:**
 - 18.1 Repairs shall consist of all work necessary to fulfill orders placed by authorized employees.
 - 18.2 All repairs, retrofits and/or replacements must be performed to meet all applicable codes, laws, and regulations.
 - 18.3 Work performed may be turnkey or any portion thereof including removal, installation and alignment at the site.
 - 18.4 Any electrical and/or mechanical disconnection and re-connection of motors will be done by the City of Plantation.

SCOPE OF SERVICES

- 18.5 When specifically requested by the City of Plantation, the Contractor will install, reconnect, do larger type alignment and perform startup on site. Contractor will be paid as per labor charge quoted for these services.
- 18.6 When requested, Contractor shall do a vibration and on line test in the presence of a City of Plantation representative and submit a written report at no additional cost.
- 18.7 Only new parts or refurbished parts, certified and warranted as new and are equal or better quality shall be used for repairs.
- 18.8 Used parts will be returned to the City of Plantation.

19. **DISASSEMBLY AND INSPECTIONS:**

General information to be included on the written estimate:

- 19.1 Upon receipt of motor, **the insulation resistance** shall be read and recorded, as part of the written estimate.
- 19.2 If the motor windings have failed, a description of failure and probable cause of failure shall also be recorded.
- 19.3 The written estimate will also indicate the general condition of the motor to include any problem which would prevent the motor from performing efficiently.
- 19.4 Any physical damage will be indicated as to bearings (worn, dry, overgrazed), transmission device problems (worn sheave, damaged, coupling) and shaft or housing damage.

20. **WINDING INSTRUCTIONS:**

20.1 **Winding removal and core preparation:**

Before windings are removed as stator core inter laminar insulation test (core loss test) shall be performed and the results recorded. Old winds shall be removed by using either a "Vapor-Phase" solvent system or a controlled temperature "Burn-out" oven. In either case, the method used must allow removal of the winding without the use of any excessive heat which might warp the stator frame or harm the laminations. Upon removal of the winding and insulation, the core shall be inspected for cleanliness and absence of burrs, sharp edges and damage iron. In the event the slots are not clean, the iron shall be sandblasted. Any damaged core iron shall be removed or individually treated to return the core to its original laminated condition. The iron and frame shall be in a first class condition in every respect before the rewinding procedure begins. A second stator core inter laminar insulation test shall be performed and the results recorded.

20.2 **Winding materials:**

SCOPE OF SERVICES

- 20.2.1 Class “H” (minimum) insulation systems will be used in rewinding motors unless exceptions are stated on the purchase order (Class “H” 180 C).
- 20.2.2 All materials used in rewinding shall be guaranteed to be capable of a specified minimum temperature class as defined by ANSI/NEMA MG-1 standards.
- 20.2.3 Data of the original material fabricator shall be available to substantiate the temperature class of each material used.
- 20.2.4 Magnet wire shall be copper.
- 20.2.5 Insulating varnish shall be of polyester type.
- 20.2.6 All material of the insulation class shall be compatible.

20.3 **Winding method:**

- 20.3.1 Coils shall be machine wound with all wires individually tensioned to obtain uniformity and freedom from “crossovers”.
- 20.3.2 Proper form shapes shall be used to insure adequate end room clearance and prevent “buried” coils.
- 20.3.3 All connections, jumpers and leads shall be laced down in a neat, secure manner with adequate clearance from end bells.
- 20.3.4 The winding shall be installed in a secure manner and shall not be twisted and/or skewed while banding.
- 20.3.5 All motors and transformers must be rewound and connected as per the original winds and name plate information.
- 20.3.6 All leads shall be flexible, minimum 12" in length, tinned and terminated with approximate sized, pressure type lugs which have been die crimped.
- 20.3.7 All windings shall be the same style as found on the original.

20.4 **Varnish Application:**

- 20.4.1 All random wound equipment shall be preheated to minimum temperature of 300 F for a minimum of one hour.
- 20.4.2 The equipment shall then be allowed to cool to approximately 130 F and dipped. If conflicts exists between this specification and the varnish

SCOPE OF SERVICES

manufacturer's recommendation, the manufacturer's method will be used.

20.4.3 In applying the insulating varnish, the recommendation of the manufacturer should be followed with respect to specific gravity, viscosity and curing cycle for the particular varnish in question.

20.4.4 A minimum of two (2) dips and bakes shall be scheduled to insure a good coating.

20.4.5 The baking shall be done in a temperature controlled, forced ventilation oven to give the best and most uniform cure.

20.4.6 When specified, the above procedure will not apply and the stator shall be insulated using a VPI (vacuum pressure impregnation) process.

20.4.7 In an emergency situation a rapid process system may be used provided approval is obtained from City of Plantation.

21. **MECHANICAL REPAIRS:**

21.1 The frame and shields, fans, conduit boxes and other mechanical parts will be inspected for damage, with particular attention given to machined surfaces, environmental seal surfaces and gaskets, corroded bolts and tapped screw threads. Damaged or defective parts will be repaired or replaced.

21.2 Shafts will be visually inspected for excessive wear, damaged keyways and surface condition. If required, shafts will be replaced or repaired. Tolerances for shafts and bearings on all motors will be checked for conformance as below:

21.2.1 **Shaft Journals**

21.2.1.1 Diameter + .0000"; -.0005"

21.2.1.2 No more than .0005" taper

21.2.1.3 No more than .0005" TIR (shaft mounted between centers)

21.2.1.4 Finish to be 2-5 RMS (polished)

21.2.2 **Anti-friction Bearing to Shaft Fit**

21.2.2.1 No more than .0005" TIR (shaft mounted between centers)

21.2.2.2 No more than .0005"

21.2.2.3 Tolerances for bearing to shaft fit as specified by motor (or bearing) manufacturer, (i.e. solid shaft tolerances may differ from hollow shaft).

SCOPE OF SERVICES

21.2.2.4 Finish to be 10-15% MS

21.2.3 **Shaft Straightness**

21.2.3.1 New shaft, not in rotor, mounted between centers, no more than .0025" **TIR** at center of shaft.

21.2.3.2 Shaft centered in chuck (one end) and steady rest near other end, not to exceed .00015" **TIR** at end of shaft extension for 5/8" to 1-5/8" diameter shafts inclusive and .002" at end of shaft extension for over 1-5/8" diameter shafts inclusive.

21.2.3.3 Tolerances for anti-friction bearing to housing fit will conform to motor (or bearing) manufacturer's specification for both fixed and floating bearings.

21.2.3.4 After final assembly, repaired rotors will be checked by dynamic balancing to ensure overall "case" vibration levels Less than stated below:

Rated Speed RPM	Maximum Amplitude, Inches
3000-4000 inclusive	.001
1500-2999 inclusive	.0015
999-and less	.0025

21.3 **Bearing replacement and housing repair**

21.3.1 Bushing-When necessary, material shall be equal to original housing where possible. Metallizing is acceptable.

21.3.2 Bearings to be C3 without exception. Where applicable, anti-friction bearing shall be doubled sealed.

21.3.2.1 **Bearing installation**

21.3.2.1.1 Shaft surface to be clean and contaminate free.

21.3.2.1.2 Bearing to shaft to be free of burrs, necks and/or contaminates.

21.3.2.1.3 Bearing to be heated for installation in a thermostatically controlled oven with temperatures not to exceed 230 F.

21.3.2.1.4 Bearings are not to be handled at any time with bare hands.

21.3.2.1.5 Bearings must be examined prior to installation for contaminates and/or foreign material.

SCOPE OF SERVICES

21.3.2.1.6 Verification of bearing and bearing application vs. manufacturer's recommendation is a necessity.

21.4 **Shaft repair**

21.4.1 Metallizing is acceptable when .040 inches or less is required to obtain original dimensions.

21.4.2 When .040 inches or more is required, the shaft shall be welded or replaced. This will require prior approval from the City of Plantation and should be included in the written estimate.

21.5 **Pump repair**

21.5.1 All pump repairs shall be completed using OEM factory parts installed in accordance with the manufacturer's instructions and specifications.

21.5.2 Copies of all manufacturer's invoices for parts shall be provided with invoice for payment.

21.6 **Miscellaneous**

21.6.1 If a cooling fan requires replacement, new fan shall be of non-corrosive material.

21.6.2 Fan replacement shall be equal to the original or better.

21.6.3 Any external motor hardware requiring replacement, i.e. wiring boxes, fan covers, bearing caps and etc., shall be equal to the original or better and should be noted on the written estimate for approval.

21.6.4 On all TEFC motors, the opening between stator and motor connection box is to be sealed with potting compound. Compound shall be Crouse-Hines Chico or equal to the original or better.

22. **FINAL ASSEMBLY:**

22.1 All machined surfaces cleaned and contaminate free.

22.2 All threaded holes tapped to maximum depth.

22.3 All gasketed surfaces prepared for re-assembly.

22.4 Motor frame completely free of excess paint, varnish, etc.

22.5 Motor feet are to be cleaned including bolt holes.

22.6 All air intake screens to be in place and secured.

22.7 Provision for in-service lubrication eliminated.

22.8 All cooling fans are to be secure.

22.9 During re-assembly, all mechanical fits shall be double checked for proper fit and

SCOPE OF SERVICES

alignment.

- 22.10 All finished machine surfaces shall be cleaned of all varnish and foreign materials.
- 22.11 The bore of the stator laminations and the periphery of the rotor must be clean and free of contaminates and/or any foreign material.
- 22.12 A high grade metal protector shall be applied to all unprotected machined surfaces, such as shafts, machined flange fit surfaces, etc.
- 22.13 All wiring boxes shall have new gaskets between box and stator housing as well as between the split wiring box halves, properly installed to prevent water entry to box.

23. **PAINTING:**

- 23.1 Motors and pumps shall be blasted, cleaned, and primed with polyamide epoxy 3-5 mils thick. Finish paint shall be aliphatic urethane 1.5-2.5 thick. Color shall be grey but may vary if specified on the purchase order.
- 23.2 Any design changes such as horse power re-rating, speed, etc. shall be shown as new name plate data, with the date shown on the new name plate. The old or original name plate shall be left intact. Name plates which are missing or are not legible shall be replaced with a new name plate giving as much information as is possible. All new name plates installed by the repair shop are to be fabricated from a high grade stainless steel.

23.3 **Testing:**

- 23.3.1 A check for balanced phase current for deviations more than five percent (5%). A resistance check with an accurate resistance bridge, or micro-ohmmeter will be made when deviations are greater than five percent (5%). These current readings shall be recorded.
- 23.3.2 A dielectric test by megohmmeter at twice rated voltage for one minute. Readings to be recorded. Resistance values shall not be less than published National Electric Manufacturer's Association (N.E.M.A). rewind standards for rated voltages.
- 23.3.3 Seismic vibration readings of each bearing shall be measured and recorded. Filter out readings shall be recorded for each bearing for both displacement 1000 - inch (**mils**) and velocity Inches per second (**I.P.S.**).
- 23.3.4 After 60 minutes running time bearing cap temperatures shall be measured and recorded.

23.3.5 **Tolerances:**

Any motor which exceeds any of the following specifications shall be deemed unacceptable.

23.3.5.1.	<u>Seismic Vibration Readings</u>	
	Rated Speed (RPM)	Maximum Amplitude

SCOPE OF SERVICES

(inches)

3000-4000	0.001
1500-2999	0.0015
1000-1499	0.0002
999-less	0.002

23.3.5.2 Temperature

Bearing cap temperatures shall not exceed the following:

23.3.5.2.1 Air cooled finned motors - 140 F

23.3.5.2.2 Air cooled non-finned motors - 160 F

24. **RECORD:**

A failure report shall be filled out for each motor repaired and returned with the motor.

25. Additional work, requiring authorization, that may be done as per cost specified on bid sheet included but not limited to the following:

25.1 Repair of stator core damage that is not the result of winding burn out.

25.2 Repair of end bells, repair or replacement of J-boxes, repair of mounting feet or any repair to the motor frames.

25.3 The repair or replacement of cooling fans.

25.4 Repair of shaft keyways.

25.5 Shaft bearing journal repair over .040 inches.

26. **MOTOR RECONDITIONING SPECIFICATIONS:**

26.1 All motor reconditioning work shall include labor and materials to accomplish the following scope of work:

26.1.1 Dismantle, test and inspect;

26.1.2 Clean, dip and bake;

26.1.3 Metallize and machine shaft and end bells as required;

26.1.4 Dynamic balancing as required;

26.1.5 Replace bearings as required;

26.1.6 Assemble, test and paint;

SCOPE OF SERVICES

- 26.2 All work shall be accomplished in accordance with Electrical Apparatus Service Association (EASA) Standards, 1331 Baur Boulevard, St. Louis, MO 63132 and in accordance with the following specifications:
- 26.2.1 Prior to dismantling of the motor, inspect motor by turning rotor to identify a sprung shaft, rubbing, bearing noise or roughness, and excessive endplay. Contractor shall record findings.
 - 26.2.2 Perform megohmmeter, surge comparison test and DC high potential ground test in accordance with EASA Standards, Sections 3.4.1, 3.5.5.1 and 8.0 Record results.
 - 26.2.3 After dismantling of motor, inspect in accordance with EASA Standards, Sections 2.1, 2.2, 2.4, 2.5, 2.7 and 3.0. Check the rotor between centers on a lathe for shaft runout. Check bearing fits using bearing manufacturer's data for dimensions and tolerances. Record all bearing fits, shaft runout, and defects discovered.
 - 26.2.4 All motor windings will be steam cleaned using detergent and rinsed with clean steam.
 - 26.2.5 The motor will be baked dry in a controlled temperature oven following standard shop procedures. After the first bake, allow motor windings to cool down to normal temperature.
 - 26.2.6 Perform megohmmeter test on the windings. The minimum acceptable reading is one megohm plus one megohm for each 1000 volts of operating voltage. If reading is unacceptable, inspect motor windings for cleanliness. If windings are not clean (i.e., dirt, grease, detergent residue), steam clean motor windings again.
 - 26.2.7 If windings are clean, back the motor windings again in a controlled temperature oven following standard shop procedures. After second back, allow motor windings to cool to normal temperature. Perform megohmmeter test on the windings. If readings are unacceptable, then contact the ordering department for further instructions.
 - 26.2.8 If readings are acceptable, dip and bake motor windings.
 - 26.2.9 Dip motor by completely submerging windings until all pores are filled. Bake windings until varnish is cured in accordance with motor manufacturer specifications. Class F varnishes will be required for all motors. The vacuum pressure impregnation process and epoxy resin is required if the motor is used in severe temperature or moisture service areas as determined by the department.
 - 26.2.10 Bake windings in a controlled temperature oven.

SCOPE OF SERVICES

- 26.2.11 Reassemble the motor using high temperature grease. Record type of grease used.
- 26.2.12 Install new bearings in accordance with EASA Standards, Section 2.2, using motor manufacturer's specifications for type and size of bearings. If existing bearings are different from manufacturer's specifications, contact the department for further instructions.
- 26.2.13 Use loose fit bearings (C-3 class) on all 3600 RPM motors.
- 26.2.14 On motors with sleeve bearings, the shaft must be blocked to prevent bearing damage during shipment. A non-hardening sealant compound, RTV silicone, Permatex® #2 or equal is to be used during assembly on all end bells, bearing caps, etc., to prevent moisture and fumes from entering the motor on all TEFC or explosion-proof motors. Check fans, covers, and guards for proper fit and function. Repair or replace defective items.
- 26.2.15 After motor reassembly perform megohmmeter test and surge comparison test in accordance with EASA Standards, Sections 3.4.7, 3.5.5.1 and 8.0. Record results.
- 26.2.16 All rotors for motors 5 HP and larger are to be dynamically balanced to National Electrical Manufacturer Association (NEMA) Standard MG1-12.05 for Integral Horsepower Electric Motors. (EASA Standards, Section 2.6).
- 26.2.17 Motors 25 HP and larger will require spectrum analysis. Copies of the vibration spectrum plots from the test and runs are to be furnished to the department. Spectrum analysis will be conducted in the vertical, horizontal and axial directions on both bearings. A frequency range of 0-1000 HZ will be required for sleeve bearing and 0-2000 Hz for ball bearings. Any DC armature operating above 100 RPM shall be balanced to appropriate standards.
- 26.2.18 Perform no-load test in accordance with EASA Standard, Section 3.4.7.4. Record RPM, bearing temperatures and coast down. Check and mark magnetic center on shaft. Perform spectrum analysis as previously described.

27. **MOTOR REWIND SPECIFICATIONS:**

- 27.1 All electric motor rewind work shall include labor and materials to accomplish the following scope of work:
 - 27.1.1 Dismantle, test, inspect, strip and clean;

SCOPE OF SERVICES

- 27.1.2 Make and insert coils;
- 27.1.3 Connect dip and bake coils;
- 27.1.4 Metallized and machine shaft and end bells as required;
- 27.1.5 Dynamic balancing as required;
- 27.1.6 Replace bearings as required;
- 27.1.7 Assemble, test and paint;
- 27.2 All work will be accomplished in accordance with EASA Standards and in accordance with the following specifications:
 - 27.2.1 Prior to dismantling of motor, inspect motor by turning rotor to identify a spring shaft, rubbing, bearing noise or roughness, and excessive endplay. Record findings.
 - 27.2.2 Perform megohmmeter test, surge comparison test and DC high potential ground test in accordance with EASA Standards, Sections 3.4.1, 3.5.5.1 and 8.0. Record results.
 - 27.2.3 After dismantling of motor, inspect motor in accordance with EASA Standards, Sections 2.1, 2.2, 2.4, 2.5, 2.7 and 3.0. Check the rotor between centers on a lathe for shaft runout. Check bearing fits using bearing manufacturer's data for dimensions and tolerances. Record all bearing fits, shaft runout, and defects discovered.
 - 27.2.4 Strip coils in accordance with EASA Standards, Section 1.5. Coils will be burned out in a controlled temperature oven. The maximum temperature during burnout will not exceed 750°F. After stripping, examine and test laminations for blowholes, shorts, and hot spots in accordance with EASA Standards, Section 3.4. Repair as necessary prior to rewinding.
 - 27.2.5 Sandblast and thoroughly clean slots and frames. Check for cracks or broken welds and repair as necessary. Check motor for cracks and flaws. Record findings.
 - 27.2.6 Make and insert coils in accordance with EASA Standards, Section 3.1. Class H insulation will be required for all motors. Silicone rubber insulated "T" leads are required.
 - 27.2.7 Dip motor by completely submerging windings until all pores are filled. Bake windings until varnish is cured in accordance with motor manufacturer's specifications. Class H varnishes will be required for all motors. The vacuum pressure impregnation process

SCOPE OF SERVICES

- and epoxy resin is required if the motor is used in severe temperature of moisture service areas as determined by the ordering department.
- 27.2.8 Bake windings in a controlled temperature oven.
 - 27.2.9 After varnishing and baking, perform megohmmeter test, surge comparison test, and DC high potential ground test in accordance with EASA Standards, Section 3.4.7, 3.5.5.1 and 8.0. Record results.
 - 27.2.10 If required, perform full load test in accordance with EASA Standards, Section 3.4.7.5. Record results.
 - 27.2.11 Reassemble the motor using high temperature grease. Record type of grease used.
 - 27.2.12 Install new bearings in accordance with EASA Standards, Section 2.2, using motor manufacturer's specifications for type and size of bearings. If existing bearings are different from manufacturer's specifications, contact the department for further instructions.
 - 27.2.13 Use loose fit bearings (C-3 Class) on all 3600 RPM motors. On motors with sleeve bearings, the shaft must be blocked to prevent bearing damage during shipment.
 - 27.2.14 A non-hardening sealant compound, RTV silicone, Permatex® #2 or equal is to be used during assembly on all end bells, bearing caps, etc., to prevent moisture and fumes from entering the motor on the TEFC or explosion-proof motors.
 - 27.2.15 Check fans, covers, and guards for proper fit and functions. Repair or replace defective items.
 - 27.2.16 After reassemble perform megohmmeter test, surge comparison test, and DC high potential ground test in accordance with EASA Standards, Section 3.4.7, 3.5.5.1, and 8.0. Record results.
 - 27.2.17 All rotors for motors are to be dynamically balanced to NEMA Standard MG-12.05 for Integral Horsepower Electric Motors. EASA Standards, Section 2.6. Motors 25 HP and larger will require spectrum analysis. Copies of the vibration spectrum plots from the test stand runs are to be furnished to the department. Spectrum analysis will be conducted in the vertical, horizontal and axial directions on both bearings. A frequency range of 0-1000 HZ will be required for sleeve bearing and 0-2000 HZ for ball bearings. Any DC armature operating above 100 RPM shall be for balanced to appropriate standards.
 - 27.2.18 Perform no-load test in accordance with EASA Standards, Section 3.4.7.4. Record RPM, bearing temperature and coast down. Check and mark magnetic center on shaft. Perform spectrum analysis as previously described. If requested, perform full load test

SCOPE OF SERVICES

in accordance with EASA Standards, Section 3.7.5. Record results.

- 27.2.19 Provide a description of work performed and results from inspections and test. Return old bearings to the department.

28. **PROCEDURES FOR SERVICE WORK:**

28.1 **Contractor Notified**

When service is required, the requesting department will contact the awarded contractor notifying them that there is a motor needing repair and that an estimate/repair. The contractor will make arrangements to pickup the motor and prepare an estimate. When the estimate is prepared, the contractor will fax or e-mail it to the using/requesting division. Test reports must be provided with the estimate. The using/requesting division will authorize the actual repairs by providing the contractor with a purchase order.

28.2 **Contractor's Pricing**

All motor rewind/rebuild/repair work will be priced in accordance with the latest edition of Vaughen's Pricing Guide, National Average Prices, latest edition, which shall automatically adjust pricing for the work with the exception of labor rates offered on the bid sheets. The percentage of National Average Prices shall remain fixed throughout the contract period and any renewals. Labor rates for machinist shall also remain firm during the initial contract period and any renewals.

Stator Rewinds include: Dismantle, test strip, clean; make and Insert Insulation coils; connect, dip and bake, assemble, test and paint, one (1) year warranty (per Vaughens). Prices include all labor, material, overhead, and profit. Extras are calculated at the same percent of Vaughens. "Extra Priced by Frame Time.

The contractor's price will be at the percentage offered on the bid sheet from the Vaughen's Pricing Guide, National Average Prices, latest edition. When preparing the estimate, the contractor shall make a copy of the correct page from Vaughen's and highlight the specific charges and any adders from Vaughen's. The percentage of Vaughen's Price Guide, National Average, that is bid shall include pick up, tear down, inspection, a written estimate, the actual repairs including adders, reassembly, and return delivery. The percent bid shall remain constant throughout the contract period and any renewal periods.

28.3 **Repairs Not Wanted**

In the event repairs are not practical/wanted, the contractor will return the unit to the City of Plantation fully assembled at no charge to the City of Plantation.

28.4 **Comparison Prices for New Motors vs. Repairs**

On the estimate, the contractor will provide the requesting department/division with

SCOPE OF SERVICES

information on the cost of a new motor versus the cost of the repair for comparison purposes. For motors with a purchase price less than \$3,999.00, the requesting department/division may purchase the motor from the contractor, provided they have the budget to support the purchase and or the repairs are not economically sound. Any replacement motors costing the City of Plantation \$3,999.00 or more, must be done on a competitive basis.

28.5 **Additional Parts**

Any parts required for repairs that are not included in Vaughen's Pricing Guide, will be on a "pass through" basis and will be paid at contractor's cost.

28.6 **"Pass Through"**

The contractor shall provide all required parts and materials to repair motors. **Vaughen's Pricing Guide** National Average Prices includes all labor, material, overhead and profit. In the rare case when parts are not included in **Vaughen's Pricing Guide**, these parts will be paid on a "pass through" basis at contractor's cost. i.e. The contractor will charge the City of Plantation the same invoice prices charged by the suppliers. A copy of the Contractor's invoice(s) from the supplier for such parts and materials shall be submitted with the contractor's invoice for payment. In cases where the contractor manufactures their own parts, the contractor will charge the City of Plantation a price no higher than charged and invoiced to their most favored customer. The City of Plantation reserves the right to request verification.

29. **PRICES BID**

List both the unit price and the extended total, if applicable. Prices must be stated in the units specified on the Bid Sheet. In case of a discrepancy in computing the amount of the bid between the unit price bid and the extended total, the unit price will govern. When bids are awarded on the basis of Lump Sum, if there is a discrepancy between the written and numeric amount, the written amount prevails.

30 **F.O.B. POINT**

All bid prices shall be F.O.B. destination freight prepaid and delivered by Contractor to the City's specified location(s).

31 **BID VALIDITY**

All bids shall remain valid for sixty (60) days after the time of bid opening. After this time period the Bidder may request the Bid be withdrawn.

32 **DELIVERY / COMPLETION TIME / RESPONSE TIME**

Non-Emergency Response: Upon notification from the City's designated representative, Contractor shall call back within one (1) business day and respond on-site

SCOPE OF SERVICES

within twenty-four (24) hours after call back. Non-emergency response shall be within the normal working hours of the user, Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding City holidays.

Emergency Response: If the City's designated representative determines that emergency repairs are needed, the Contractor shall respond and be on site within two (2) hours and shall make every effort to trouble shoot, provide written estimate and complete repair and/or replacement of equipment, within twenty-four (24) hours. If it becomes necessary to airfreight parts due to urgent need, the Contractor will be reimbursed for the freight cost upon submission of the air bill.

The delivery of the goods and /or services within the time specified is of the essence in this procurement. The City shall have the right to cancel any or all items(s) without obligation if delivery is not made on or before the time(s) specified. In the event Vendor fails to make timely shipment, City shall have the right to purchase elsewhere and unless they delay was caused by unforeseen circumstances beyond Vendor's control, Vendor shall reimburse City for any additional charges incurred.

33 WARRANTIES / GUARANTEES

Vendor warrants that the materials, goods, services and/or workmanship furnished and/or delivered pursuant to the Purchase Order shall:

Conform in all respects to the description, drawings and specifications contained in this Bid

Be merchantable and fit for the ordinary purpose for which such goods are used or intended to be used

Be new and unused, of good quality and free from defects whether latent or patent in material or workmanship

Be free from any security interests, liens or encumbrances. Contractor warrants that it has good and marketable title to the goods delivered

There is no infringement upon or violation of any copyrights or patent rights

Minimum warranty shall be as indicated in SECTION 1 – SPECIFICATIONS, Item 7 WARRANTY. The Bidder shall furnish with the bid all pertinent warranty data as it relates to the items bid upon.

35 ADDITIONAL QUANTITIES/BALANCE OF LINE

The City reserves the right to buy additional quantities, if required, at the unit price quoted herein.

36 FAMILIARITY WITH LAWS

SCOPE OF SERVICES

The Contractor shall be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect this bid. Lack of knowledge on the part of the Contractor shall in no way relieve them from responsibility.

37. **INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL**

The initial Contract period shall be for two (2) years. In addition, contingent upon Budget approval, the City reserves the right to renew the contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Administrator.

38. **WARRANTY:**

All materials, labor and workmanship and replacement parts and supplies shall be fully warranted and guaranteed for _____ **months** not to be less than one (1) year, against defects in materials and workmanship for electric motor rewind work and _____ days warranty, not to be less than one hundred twenty (120) days against defects in materials and workmanship for electric motor reconditioning work performed, from date of completion and acceptance. Any repairs made under warranty shall include any weekends and holiday rates, if repairs are required during that time.

EXHIBIT “B”
(Submitted Documentation
as Required by the City)

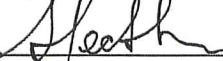
DRUG-FREE WORKPLACE*Fill in Form***STATEMENT UNDER SECTION 287.087**
FLORIDA STATUTES**TO BE RETURNED WITH FIRM**

Preference must be given to FIRMS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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


Signature

HECTOR A. GOMEZ
Printed Name

CONDO ELECTRIC MOTOR REPAIR, CORP.
Firm Name

3/23/2022
Date

PUBLIC ENTITY CRIMES**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**
FLORIDA STATUTES**TO BE RETURNED WITH PROPOSAL**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for CONDO ELECTRIC MOTOR REPAIR, CORP.
2. This sworn statement is submitted by HECTOR A. GOMEZ (entity submitting sworn statement), whose business address is 3615 E 10 CT HIALEAH FL and its Federal Employer Identification Number (FEIN) is 59-2500665. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is HECTOR A. GOMEZ (please print name of individual signing), and my relationship to the entity named above is PRESIDENT.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

PUBLIC ENTITY CRIMES

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

xxx Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(Signature)

3/23/2022

(Date)

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF N/A FLA.

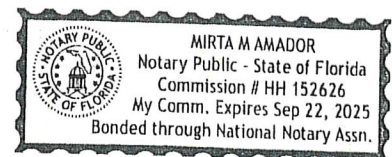
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 (date) by Hector A. Gomez (name of personal acknowledging), who is personally known to me or who has produced (type of identification) as identification.

My commission expires:

Sep. 22, 2025

[Signature]
NOTARY PUBLIC



PUBLIC ENTITY CRIMES

Fill in Form

NOTARY BLOCK FOR A CORPORATIONSTATE OF FLORIDACOUNTY OF MIAMI DADE COUNTY

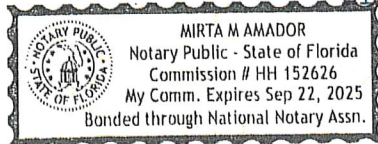
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3/23/2022 (date) by HECTOR A. GOMEZ (name of officer or agent, title of officer or agent), of PRESIDENT (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced KNOWN (type of identification) as identification. PRESIDENT OF CONDO ELECTRIC MOTOR REPAIR, CORP.

My commission expires:


 NOTARY PUBLIC

SEPT. 22, 2025

MIRTA M. AMADOR

**NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of member, manager, officer, or agent, title of member, manager, officer or agent), of _____ (name of company acknowledging), a _____ (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC

NON-COLLUSION CERTIFICATION*Fill in Form***TO BE RETURNED WITH PROPOSAL**

By signing and submitting this proposal, the FIRM certifies that this proposal is made independently and free from collusion.

FIRM shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the FIRM's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the FIRM, or if they otherwise stand to personally gain if the contract is awarded to this FIRM.

Failure to submit this executed statement as part of the proposal shall make the proposal nonresponsive and not eligible for award consideration. In the event the FIRM does not indicate any names, the CITY shall interpret this to mean that the FIRM has indicated that no such relationships exist. Failure of a FIRM to disclose any relationship described herein shall be reason for termination of proposal or award, whichever is applicable, with no time to cure.

NAME

NONE

RELATIONSHIP

NONE

WITNESSES:HECTOR GALCIA

Typed Name:

ENRIQUE GIL

Typed Name:

FIRM: CONDO ELECTRIC MOTOR REPAIR, CORPBy: *Hector*Name: HECTOR A. GOMEZTitle: PRESIDENT

Fill in Form

NON-COLLUSION CERTIFICATION**NOTARY BLOCK FOR AN INDIVIDUAL**STATE OF N/A

COUNTY OF _____

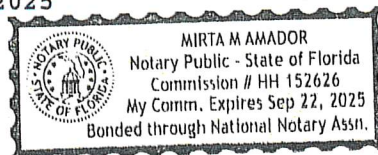
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of personal acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC**NOTARY BLOCK FOR A CORPORATION**STATE OF FLORIDACOUNTY OF MIAMI DADE COUNTY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3/23/2023 (date) by HECTOR A. GOMEZ (name of officer or agent, title of officer or agent), of PRESIDENT (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced KNOWN (type of identification) as identification. HECTOR A. GOMEZ PRESIDENT OF CONDO ELECTRIC MOTOR REPAIR, CORP.

My commission expires:

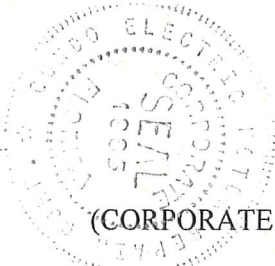
SEPT. 22, 2025_____
NOTARY PUBLICMIRTA M. AMADOR

FIRM'S CERTIFICATION

Fill in Form

WHEN FIRM IS A CORPORATION

IN WITNESS WHEREOF, the FIRM hereto has executed this Form this 23 RD day
of MARCH, 20 22.



ATTEST

By

Secretary

CONDO ELECTRIC MOTOR REPAIR, CORP.

Printed Name of Corporation

FLORIDA

Printed State of Incorporation

By:

Signature of President or other authorized officer

HECTOR A. GOMEZ PRESIDENT

Printed Name of President or other authorized officer

3615 EAST 10TH COURT

Address of Corporation

HIALEAH, FLORIDA 33013

City/State/Zip

305 691-5400

Business Phone Number

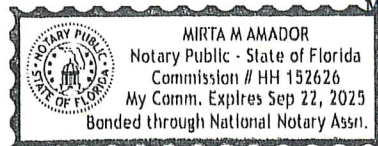
STATE OF FLORIDACOUNTY OF MIAMI DADE COUNTY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3/23/2022 (date) by HECTOR GOMEZ (name of officer or agent, title of officer or agent), of PRESIDENT (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced KNOWN (type of identification) as identification. HECTOR A. GOMEZ PRESIDENT CONDO ELECTRIC MOTOR REPAIR, CORP.

My commission expires:

SEPT. 22, 2025

NOTARY PUBLIC

MIRTA M. AMADOR

TRUTH IN NEGOTIATION STATEMENT**TRUTH IN NEGOTIATION STATEMENT**

Sworn Statement to be returned with Response to Solicitation

STATE OF FLORIDACOUNTY OF MIAMI DADE COUNTY

Before me, the undersigned authority, personally appeared HECTOR A. GOMEZ,
who, after being duly sworn, deposes and says as follows:

- CONDO ELECTRIC MOTOR REPAIR, CORP.
1. This sworn statement is submitted by _____, (entity submitting sworn statement), whose business address is 3615 E HIALEAH FL, and its Federal Employer Identification Number (FEIN) is 59-2500665. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
 2. My name is HECTOR A. GOMEZ (please print name of individual signing), and my relationship to the entity named above is PRESIDENT, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of CONDO ELECTRIC MOTOR, (entity submitting sworn statement).
 3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.
 4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

TRUTH IN NEGOTIATION STATEMENT**NOTARY BLOCK FOR AN INDIVIDUAL**STATE OF N/A

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by (name of personal acknowledging), who is personally known to me or who has produced (type of identification) as identification.

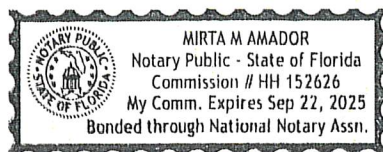
My commission expires:

NOTARY PUBLIC**NOTARY BLOCK FOR A CORPORATION**STATE OF FLORIDACOUNTY OF MIAMI DADE COUNTY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3/23/22 (date) by HECTOR GOMEZ (name of officer or agent, title of officer or agent), of CONDO ELECTRIC (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced KNOWN (type of identification) as identification.

HECTOR A. GOMEZ PRESIDENT CONDO ELECTRIC MOTOR REPAIR, CORP

My commission expires:

SEPT. 22, 2025_____
NOTARY PUBLIC
MIRTA M. AMADOR

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY OR ADVISORY BOARD
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER**WHO MUST COMPLETE THIS PART:**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; and (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) or (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]: **NONE**
 - () The reporting person;
 - () The spouse of the reporting person, whose name is _____; or
 - () A child of the reporting person, whose name is _____.
2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
 - () Supplying the following realty, goods, and/or services: **N/A**
 - () Regulation of the business entity by the governmental agency served by the advisory board member.
3. The following business entity is doing business with or regulated by the governmental agency:

N/A
4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
 - () Officer; () Partner; () Associate; () Sole proprietor; () Stockholder; () Director; () Owner of in excess of 5% of the assets of capital stock in such business entity; () Employee; () Contractual relationship with the business entity;
 - () Other, please describe: **N/A**

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY**WHO MUST COMPLETE THIS PART:**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

NONE

() The reporting person;

() The spouse of the reporting person, whose name is _____; or

() A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

N/A

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

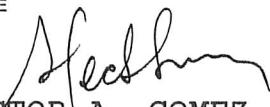
N/A

(NAME OF ENTITY)

(ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
 () Officer; () Partner; () Associate; () Sole proprietor; () Stockholder; () Director; () Owner of in excess of 5% of the assets or capital stock in such business entity; () Employee; () Contractual relationship with the business entity;
 () Other, please describe: **NONE**

SIGNATURE

SIGNATURE  HECTOR A. GOMEZ	DATE SIGNED 3/23/2022	DATE FILED 3/23/2022
--	---------------------------------	--------------------------------

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

E-VERIFY FORM*Fill in Form***CITY OF PLANTATION
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES****TO BE RETURNED WITH BID**Project Name: ELECTRIC MOTOR & PUMP REPAIR - TERM CONTRACTProject No.: RFSP NO. 030-22**1. Definitions:**

"Firm" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Firm" includes, but is not limited to, a vendor or consultant.

"Sub-Firm" means a person or entity that provides labor, supplies, or services to or for a firm or another sub-firm in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Firms, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Firm shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Firm to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Firm to perform work pursuant to the contract with the City of Plantation. The Firm acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Plantation; and

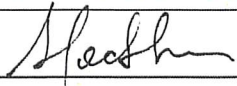
E-VERIFY FORM*Fill in Form*

- c) Should vendor become the successful Firm awarded for the above-named project, by entering into the contract, the Firm shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Firm shall also require all sub-firms to provide an affidavit attesting that the sub-firm does not employ, contract with, or subcontract with, an unauthorized alien. The Firm shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a sub-firm knowingly violated s. 448.095 (2), but the Firm otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Firm and order the Firm to immediately terminate the contract with the sub-firm.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Firm, the Firm may not be awarded a public contract for a period of 1 year after the date of termination.

FIRM: CONDO ELECTRIC MOTOR REPAIR, CORP

By (sign): 

Print Name: HECTOR A. GOMEZ PRESIDENT

E-VERIFY FORM

Fill in Form

NOTARY BLOCK FOR AN INDIVIDUALSTATE OF N/A

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of personal acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

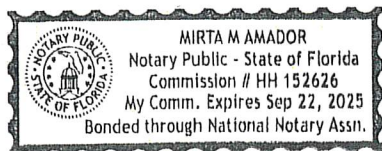
NOTARY BLOCK FOR A CORPORATIONSTATE OF FLORIDACOUNTY OF MIAMI DADE COUNTY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 3/23/22 (date) by HECTOR GOMEZ (name of officer or agent, title of officer or agent), of CONDO ELECTRIC (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced KNOWN (type of identification) as identification.

HECTOR A. GOMEZ PRESIDENT CONDO ELECTRIC MOTOR REPAIR, CORP.

My commission expires:

SEPT. 22, 2025



NOTARY PUBLIC

MIRTA M. AMADOR

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE FIRM'S BID BEING DEEMED NON-RESPONSIVE AND THE FIRM AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: HECTOR A. GOMEZ PRESIDENT

NAME: CONDO ELECTRIC MOTOR REPAIR, CORP

ADDRESS: 3615 EAST 10TH COURT HIALEAH, FLORIDA 33013

TELEPHONE NO.: 305 691-5400

FAX NO.: 305 691-6564

EMAIL ADDRESS: CONDOEL@CONDOELECTRIC.COM

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the FIRM is: CONDO ELECTRIC MOTOR REPAIR, CORP.

The address of the principal place of business is: 2615 EAST 10TH COURT HIALEAH, FL 33013

The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) XXX

2. If FIRM is a corporation, answer the following:

a. Date of Incorporation:	<u>APRIL 1, 1985</u>
b. State of Incorporation:	<u>FLORIDA</u>
c. President's Name:	<u>HECTOR A. GOMEZ</u>
d. Vice President's Name:	<u>JOSE G. ESPINOLA</u>
e. Secretary's Name:	<u>HECTOR GOMEZ JR</u>
f. Treasurer's Name:	<u>HECTOR GOMEZ JR</u>
g. Name and address of Resident Agent:	_____

3. If FIRM is an individual or a partnership, answer the following:

a. Date of organization:	<u>N/A</u>
b. Name, address and ownership units of all partners:	_____
c. State whether general or limited partnership:	_____

QUALIFICATION STATEMENT

4. If FIRM is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If FIRM is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name: 69
 - a. Under what other former names has your organization operated?
NONE
7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

8. Have you personally inspected the site(s) of the proposed work? (Y) X (N)
9. Do you have a complete set of documents, including agenda? (Y) X (N) _____
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
NO
11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
NO
12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).
ATTACHED
13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
ATTACHED
14. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.
CITY OF BOCA RATON - REPAIR,REWIND, PUMPS, MOTORS, 5-1000HP RAMI MAHARAJ 561 338-7315
CITY OF HOLLYWOOD REPAIR, REWIND, PUMPS MOTORS,5-1000HP COY MATHIS 561 568-6453
FLORIDA KEY AQUADUCT 600HP,800HP, TURBINE PUMP REPAIR PETER GOMEZ 305 879-6441
15. Provide a list of work currently under contract.
CITY OF BOCA RATON - REPAIR,REWIND, PUMPS, MOTORS,
CITY OF HOLLYWOOD REPAIR, REWIND, PUMPS MOTORS,
FLORIDA KEY AQUADUCT 600HP,800HP, TURBINE PUMP REPAIR
CITY OF PLANTATION - REPAIR, REWIND, PUMPS AND MOTORS,

QUALIFICATION STATEMENT

16. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If FIRM is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by FIRM]

NONE

17. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

NONE

18. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the FIRM, or sought to revoke a license held by the FIRM (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

NO

19. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

NO

20. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

ATTACHED

21. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

NONE

22. Please attach a copy of your latest financial statement.

QUALIFICATION STATEMENT**NOTARY BLOCK FOR AN INDIVIDUAL**STATE OF N/A

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of personal acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY BLOCK FOR A CORPORATIONSTATE OF FLORIDACOUNTY OF MIAMI DADE COUNTY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 3/23/2022 (date) by HECTOR GOMEZ (name of officer or agent, title of officer or agent), of CONDO ELECTRIC (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced KNOWN (type of identification) as identification.
HECTOR A. GOMEZ PRESIDENT CONDO ELECTRIC MOTOR REPAIR, CORP.

My commission expires: _____

SEPT. 22, 2025

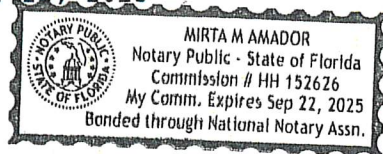
NOTARY PUBLIC, STATE OF FLORIDA
MIRTA M. AMADOR

EXHIBIT “C”

(Front-End Documents)

INSTRUCTIONS TO FIRMS

REQUEST FOR SEALED PROPOSALS # 030-22

DEFINED TERMS

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1. **FIRM**: Means any individual, firm, partnership, corporation, association, or other legal entity.
2. **CITY REP**: City of Plantation, Mayor Designee
3. **CITY**: The City of Plantation, a Florida municipal corporation
4. The words ‘proposal’ and ‘bid’ for this proposal are considered interchangeable.

AUTHORITY AND GENERAL TERMS AND CONDITIONS

1. It is the intent of the City to award the proposal to the responsive FIRM providing a response which is most advantageous to the City. This proposal is issued pursuant to, and governed by the laws of the State of Florida.
2. The City of Plantation reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into agreement negotiations with the selected Firm or take any other actions that may be deemed to be in the best interest of the City of Plantation.

GENERAL AGREEMENT PROVISIONS

1. The written AGREEMENT between the successful FIRM(s) and the CITY shall include language to the effect that neither the AGREEMENT, nor any portion thereof, nor any other facet of the relationship between the parties will create or be deemed to create a partnership, joint venture, joint enterprise, as a Sub-FIRM, or any other agency relationship, or an employer/employee leasing relationship, and further, shall reflect the CITY's intent that the legal relationship between the parties shall be that of an independent FIRM.
2. Upon THIRTY (30) Calendar Days written notice to FIRM, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines. Where the Agreement is terminated for the convenience of CITY, the notice of termination to FIRM must state that the AGREEMENT is being terminated for the convenience of CITY, the effective date of the termination and the extent of termination.
3. The Agreement may also be terminated by mutual agreement at any time and under any terms.
4. The FIRM shall comply with all existing and future applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project and shall give all applicable notices pertaining to same.
5. The laws of the State of Florida shall govern the validity, construction and effect of this AGREEMENT.

INSTRUCTIONS TO FIRMS

REQUEST FOR SEALED PROPOSALS # 030-22

6. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

INTERPRETATIONS AND ADDENDUM

1. If Firm is in doubt as to the meaning of any of this RFSP Proposal Documents, believes that the General Conditions, Special Conditions and/or Statement of Work contain errors, contradictions or obvious omissions, or has any questions concerning information contained in this RFSP document, the Firm shall submit a written request to Procurement for interpretation or clarification. Such request must reference RFSP No. 038-21 and should be received by the Procurement Office at least ten (10) calendar days prior to the RFSP due date. Questions received thereafter, may not be answered. Interpretations or clarifications in response to such questions will be addressed via written addendum which shall be available for download electronically from the Demand Star website at www.demandstar.com, or by contacting George Barber (gbarber@plantation.org). The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

CONTINGENT FEES PROHIBITED

1. The proposing Firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure an agreement with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of an agreement with the City.

SUBMISSION OF SEALED RESPONSES

1. Sealed Responses must be submitted electronically via the Demand Star website.
2. All Sealed Responses shall be submitted in the English language.
3. Sealed Responses must contain a signature of a corporate officer or designee with proven authority to bind the firm in matters of this nature. The Address and Phone number for any communications regarding Sealed Response must be included.
4. Sealed Response shall contain an acknowledgment of receipt of all Addendum(s).
5. Sealed Responses by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
6. Sealed Responses by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
7. In accordance with Florida Statutes, Chapter §119.07(1) (a) and except as may be provided by other applicable state and federal law, the Request for Sealed Proposals and the responses thereto are in

INSTRUCTIONS TO FIRMS

REQUEST FOR SEALED PROPOSALS # 030-22

the public domain. However, Firms are requested to specifically identify in the submitted Sealed Response any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).

8. The City of Plantation will not be liable for any cost incurred in the preparation submission, or review of any Sealed Response or Response at any point of the procurement process.

MODIFICATION AND WITHDRAWAL OF SEALED RESPONSES

1. Sealed Response may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be electronically delivered to the DemandStar at any time **prior** to the deadline for submitting Sealed Responses. Withdrawal of a Sealed Response will not prejudice the rights of a Firm to submit a new Sealed Response prior to the Sealed Response opening date and time. No Sealed Response may be withdrawn or modified after the date of proposal opening has passed.
2. If, within twenty-four (24) hours after Sealed Responses are opened, any Firm files a duly signed, written notice with the Procurement Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Sealed Response, or that the mistake is clearly evident on the face of the Sealed Response, but the intended correct Sealed Response is not similarly evident, Firm may withdraw its Sealed Response.

OPENING OF PROPOSALS

1. Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

1. All proposals MAY remain subject to acceptance for ninety (90) days after the day of the Proposal opening.
2. Extension of time when Proposals shall remain open beyond the original period may be made only by mutual agreement between CITY and the FIRM.

REJECTION OF PROPOSALS

1. To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Sealed Responses, to waive any and all informalities not involving price, time or changes in the work with the Firm, and to disregard all nonconforming, non-responsive, unbalanced or conditional Sealed Responses. Sealed Responses will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

INSTRUCTIONS TO FIRMS

REQUEST FOR SEALED PROPOSALS # 030-22

2. City reserves the right to reject the Sealed Response of any Firm if City believes that it would not be in its best interest of to make an award to that Firm, whether because the Sealed Response is not responsive, the Firm is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the Scope of Services.

INSURANCE REQUIREMENTS

1. All Insurance requirements are described in a separate document included with this solicitation (if applicable).

INDEMNITY

1. The Firm shall indemnify and hold harmless the CITY, its elected officials, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm's officers, employees, agents, and other persons employed or utilized by the Proposer in the performance of, or the failure to perform, the Agreement.
2. In the event of a claim, the CITY shall promptly notify the Firm in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of Notice in the Agreement.
3. The CITY shall provide all available information and assistance that the Firm may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement.
4. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statute § 768.28.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

1. City of Plantation, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all FIRMS that it will ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

REGULATIONS

1. Violation of any local, state or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.

TAXES

1. Firm shall pay all applicable sales, consumer use and other similar taxes required by law.

INSTRUCTIONS TO FIRMS

REQUEST FOR SEALED PROPOSALS # 030-22

PERMITS, FEES AND NOTICES

1. The Firm shall be responsible for securing all permits and licenses necessary for the proper execution and completion of the work, if applicable.

CONE OF SILENCE

1. Once the RFSP has been issued, a Cone of Silence will be implemented. At that time communication with the City is limited to George Barber, Procurement Administrator (email address gbarber@plantation.org). During the review and evaluation process no person shall make any private or separate delivery of marketing information concerning any Firm to any elected officers of the City, members of the City staff or members of the Evaluation/Selection Committee. Cone of Silence shall terminate at the time the CITY makes an award to a FIRM(S) that becomes final as a result of no procurement protest being filed or takes other action that ends this RFSP solicitation. Any action of a FIRM in violation of this may be cause for disqualification of the FIRM.

END OF SECTION

EXHIBIT “D”

(Insurance Requirements)

INSURANCE REQUIREMENTS

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "Additional Insured" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "Your Work" as defined in the insurance policy and liability arising out of the products & completed operations hazard.

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **\$1,000,000** Each Occurrence, and **\$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. 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.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

INSURANCE REQUIREMENTS

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies.
City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of 1,000,000.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

Schedule

Limits

Commercial General Liability	\$1,000,000 Each Occurrence
Blanket Contractual Liability	\$2,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	\$1,000,000 Combined Single Limit
Broad Form Property Damage	\$1,000,000 Each Occurrence
Blanket X,C,U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	\$1,000,000 Each Accident
Disease Policy Limit	\$1,000,000

INSURANCE REQUIREMENTS

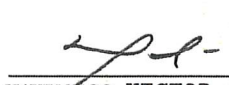
Bonds:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

Insurance Summary:

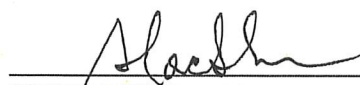
- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.
- E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.
- F. The City requires a "wavier of subrogation" for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ ALL THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.


WITNESS HECTOR GARCIA

3/23/2022

DATE


CONTRACTOR HECTOR A. GOMEZ
CONDO ELECTRIC MOTOR REPAIR, CORP.

CITY OF PLANTATION

EXHIBIT “E” (Rates)

OFFICE OF THE MAYORLynn Stoner
Mayor**PROCUREMENT DEPARTMENT**Charles Spencer, NIGP-CPP
Director**CITY COUNCIL**Erik Anderson, President
Jennifer Andreu, President Pro Tem
Timothy J. Fadgen
Denise Horland
Nick Sortal

March 30, 2022

Hector A. Gomez
Condo Electric Motor Repair, Corp
3615 East 10th Court
Hialeah, FL 33013
Email: condoel@condoelectric.comLETTER OF CONFIRMATION AND VERIFICATION

Ref: RFSP No. 030-22; Electric Motor and Pump Repair – Term Contract

Dear Hector:

In order to continue the review process of your proposal submittal pertaining to RFSP No. 030-22; Electric Motor and Pump Repair – Term Contract, please see and answer the below information:

Please confirm and identify which of the two listed unit percentages/prices indicated on the Proposal Form (Item No.s 1-10) are the correct ones. Please note you cannot change your proposal and incorporate new unit percentages/prices. Failure to respond to this form within 24-hour notice, may result in the company being deemed non-responsive.

Item No.	Description	Unit Price Extended Price
1	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for repairs to STANDARD MOTORS.	<u>70</u> %
2	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for <u>Emergency</u> repairs to STANDARD MOTORS.	<u>55</u> %
3.	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for repairs to VERTICAL MOTORS.	<u>70</u> %
4.	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for <u>Emergency</u> repairs of VERTICAL MOTORS.	<u>55</u> %
5.	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for repairs to SUBMERSIBLE PUMPS.	<u>70</u> %
6	Total percent discount off of Vaughen's Motor & Pump Repair Price Guide for <u>Emergency</u> repairs to SUBMERSIBLE PUMPS.	<u>55</u> %

OFFICE OF THE MAYORLynn Stoner
Mayor**PROCUREMENT DEPARTMENT**Charles Spencer, NIGP-CPP
Director**CITY COUNCIL**Erik Anderson, President
Jennifer Andreu, President Pro Tem
Timothy J. Fadgen
Denise Horland
Nick Sortal

		HOURLY RATE
7	Labor hours for machinists, in shop or on site, <u>standard hours</u> , for machine work, not specified in Vaughen's	\$ 39.50
8	Labor hours for machinists, in shop or on site, <u>emergency hours</u> , for machine work, not specified in Vaughen's	\$ 58.00
9	Crane Service, 80 Ton Crane with 150 Foot Boom with Operator	\$ 285.00
10	Minimum charge for Crane Service (if any)	\$ 1,300.00

HECTOR A. GOMEZ

Print:

Sign:

3/30/2022

Date:

Please sign and return this letter within on or before March 31, 2022 @ 4:00pm. If you fail to provide a response to this letter on or before March 31, 2022 your proposal submittal may be considered non-responsive.

Note: Any and all information provided to the CITY from the CONTACTOR are hereby made part of the Agreement Documents for the subject RFSP, and shall be utilized to further review submitted bid submittals.

Respectfully,

George Barber, CPPO, CPPB, NIGP-PPA
Procurement Administrator
Email: GBarber@plantation.org

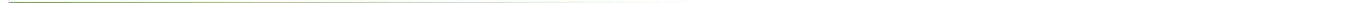


EXHIBIT “F”

(General Terms and Conditions)

GENERAL TERMS AND CONDITIONS

TEST AND INSPECTION

It shall be the Awardee's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. The CITY of Plantation reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.

QUALITY AND QUALITY CONTROL

A system of test and inspection shall be used to insure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately and resolved at no expense to the CITY.

NON-CONFORMANCE:

Any units not conforming to exact specifications may be rejected and it will be the responsibility of the Manufacturer and/or BIDDER to conform with the requirements unless deviations have been specifically cited by the BIDDER and acceptance, by the CITY, made on the basis of the exception. If the materials, supplies or equipment provided does not meet the specification criteria, it will be returned to the vendor at the vendor's expense with no cost or penalty to The CITY whatsoever.

EVALUATION:

The CITY will evaluate the performance of any newly installed equipment or purchased service. If the equipment's performance is unacceptable or the service does not meet The CITY'S requirements, the BIDDER agrees to provide new replacement equipment or make necessary corrections or modifications at no additional cost to the CITY. The acceptability of the proposed corrections or modifications and the decision to allow corrections or modifications to be made lies solely with the CITY.

PATENTS, TRADEMARKS AND COPYRIGHT:

The BIDDER warrants that the equipment/materials furnished and/or services rendered on this order, do not infringe any patent, registered trademark or copyright, and agrees to hold The CITY harmless in the event of any infringement or claim thereof.

COMPLIANCE WITH LAWS AND REGULATIONS:

The BIDDER, by acceptance of an order resulting from this Written Bid, warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend the CITY against any loss, cost, liability or damage by reason of BIDDER'S violation of this paragraph.

WARRANTY.

It shall be the Awardee's responsibility to submit at the time of shipment the original manufacturer's warranty for the materials supplied. BIDDER shall submit, in writing, a detailed explanation of the procedure(s) that they will follow to accomplish the replacement, with their bid. Replacement shall be finalized within 21 working days of reporting the defect.

ALTERNATIVE PRODUCTS: When bidding on an Alternative Product "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any BIDDER to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains. All deviations from the specifications must be noted in detail by the BIDDER. Any deviation from the specifications as written and accepted by the CITY may be grounds for rejection of the material and/or equipment when delivered.

EQUAL PRODUCT: Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

QUANTITIES: When quantities are estimated they are not to be construed as firm or guaranteed. The CITY reserves the right to increase/decrease the stated estimated as necessary to meet actual requirements.

OSHA: The BIDDER warrants that the product supplied to the CITY of Plantation shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the BIDDER responsible for same (If applicable).

GENERAL TERMS AND CONDITIONS

EXCEPTIONS: The intent of this specification is not to eliminate any prospective BIDDER from competing in the bidding process, provided the specification is met or exceeded. Exceptions to the specifications outlined shall be allowed assuming the following criterion: The noted exceptions taken meet or exceed the function, quality, and protective requirements designated by the specification. In addition, each exception shall be identified by section number and thoroughly described in a word document or PDF file and included in the bid package at time of submittal.

SCRUTINIZED COMPANY CERTIFICATION: By acceptance of this Purchase Order the company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY

COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL.

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

COMPLIANCE UNDER SECTION 119.0701 FLORIDA STATUTES, ON PUBLIC RECORDS

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

PAYMENT


The CITY'S payment terms shall be thirty days (30) from purchase of the service or equipment.

TAXES

The CITY of Plantation is exempt from Federal Excise Taxes and all sales taxes. The CITY of Plantation tax number is 85-8012646337C-9.

GENERAL TERMS AND CONDITIONS

By signing this document, I agree to all of the aforementioned terms and conditions that are applicable to this written informal bid

Authorized Signature:  Date: 3/23/2022

Print/Type Name: HECTOR A. GOMEZ PRESIDENT

Print/Type Company Name: CONDO ELECTRIC MOTOR REPAIR, CORP.

EXHIBIT “G” (Addenda)

OFFICE OF THE MAYOR

Lynn Stoner,
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Erik Anderson, President
Jennifer Andreu, President Pro Tem
Timothy J. Fadgen
Denise Horland
Nick Sortal

ADDENDUM NO. 1

RFSP No. 030-22

Electric Motor and Pump Repair – Term Contract

DATE OF ADDENDUM: March 17, 2022

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 030-22.

General Questions and Answers

Question No. 1 – Regarding the Vacuum Pressure Impregnation and dynamic balancing up to 20,000 pounds necessary or required? Do not believe the city has Equipment this large to have a requirement as such. Please advise if this is necessary per City Standards.

Response No. 1 – **We do not require Vacuum Pressure Impregnation to bid on this contract but would like to know if Bidders have the capability to perform if asked to. Bidders would only need equipment to make repairs and balance items up to 400 HP.**

Bids **must** be submitted on or before **March 29, 2022 @ 11:00 A.M.** Bids must be submitted electronically **ONLY** via the Demand Star website

(<https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>).

All other terms, conditions and specifications remain unchanged for RFSP No. 030-22.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

VENDOR'S NAME: CONDO ELECTRIC MOTOR REPAIR, CORP.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
04/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-6130 FAX (A/C, No): E-MAIL ADDRESS: ADPTotalSource@marsh.com INSURER(S) AFFORDING COVERAGE INSURER A: Illinois National Ins Co NAIC # 23817 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	--

INSURED ADP TotalSource FL XI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Condo Electric Motor Repair, Inc. 3746 E 10TH CT Hialeah, FL 330130000	
---	--

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 034274994 FL	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for CONDO ELECTRIC MOTOR REPAIR, INC., paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. CONDO ELECTRIC MOTOR REPAIR, INC. is an alternate employer under this policy.

APPROVED

By Edgar P. Alba at 2:37 pm, Jul 05, 2023

CERTIFICATE HOLDER
CANCELLATION

 City of Pompano Beach
 Purchasing Division
 1190 NE 3rd Ave
 Pompano Beach, FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	CONTACT NAME: Sentry Customer Service PHONE (A/C, No, Ext): 800-473-6879 FAX (A/C, No): 800-514-7191 EMAIL ADDRESS: businessproducts_direct@sentry.com <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Sentry Insurance a Mutual Company</td> <td>24988</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentry Insurance a Mutual Company	24988	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Sentry Insurance a Mutual Company	24988														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Condo Electric Motor Repair Corp. Condo Electric Industrial Supply, Inc. PO Box 3340 Hialeah, FL 33013															

COVERAGES
CERTIFICATE NUMBER: 2359346
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		A0180082003	10/22/2022	10/22/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 3,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0180082001	10/22/2022	10/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	\$						
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Refer to attached

APPROVED

By Edgar P. Alba at 2:38 pm, Jul 05, 2023

CERTIFICATE HOLDER
CANCELLATION

The City of Pompano Beach, Purchasing Division
 1190 NE 3rd Ave Bldg C
 Pompano Beach, FL 33060-5740

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Highland

ACORD 25 (2016/03)

Page 1 of 2

© 1988-2015 ACORD CORPORATION. All rights reserved.

A0180082
 Sentry Insurance a Mutual Company

The ACORD name and logo are registered marks of ACORD

09/16/2022

1 00001 0000000000 22259 0 N

245190e3-adad-46e3-ac7b-0d9e4fc46fa4

0027020044366792303333060574090



AGENCY CUSTOMER ID: XXXXXX7544

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 2 of 2

AGENCY Matthew Strode		NAMED INSURED Condo Electric Motor Repair Corp. Condo Electric Industrial Supply, Inc.
POLICY NUMBER A0180082003		
CARRIER Sentry Insurance a Mutual Company	NAIC CODE 24988	
EFFECTIVE DATE: 10/22/2022		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance**General Liability**

Garagekeepers Coverage - Collision and Comprehensive limits: \$150,000.

POLICY NUMBER: A0180082003

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Pompano Beach, Purchasing Division	The City of Pompano Beach, 1190 NE 3rd Ave Bldg C, Pompano Beach, FL Description: Pick up items for service
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.