

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and CEC Motor and Utility Services, LLC, Palmetto, FL (“Contractor”) (individually, “Party,” collectively, “Parties”).

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to 190-0264-B(JA) (“ITB”) for Motors, Parts, and Motor Rewind and Repair Services (ReBid 2); and

**WHEREAS**, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

**1. Definitions.**

**A. “Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

**B. “County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

**C. “Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

**D. “Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

**E. “Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

A. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Director of Utilities or delegate.

C. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Agreement.**

A. **Initial Term.** The term of this Agreement shall commence on the Effective Date and shall remain in full force for sixty (60) months, or until termination of the Agreement, whichever occurs first.

5. **Compensation and Method of Payment.**

A. **Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

- B. The County agrees to pay the Contractor the not-to-exceed sum of \$2,544,500.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.]
- C. Pricing is based on discounts from the most current manufacturer's suggested retail price list (MSRP). The MSRP or Cost Sheet may only be adjusted as per the following:

**MSRP price lists can only be updated once per year after the initial twenty-four (24) months and must be submitted no later than four (4) months prior to the contract anniversary date. This provides time for the County to update the asset management system.**

D. **Travel Expenses.** The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

E. **Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

F. **Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

## 6. Personnel.

A. **Qualified Personnel.** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. **Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

## 7. Termination.

### A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential

Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

**B. County Default Provisions and Remedies of Contractor.**

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

**C. Termination for Convenience.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

**9. Confidential Information and Public Records.**

**A. County Confidential Information.** Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

**B. Contractor Confidential Information.** All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information

except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

**C. Public Records.** Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**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 Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

**10. Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**11. Compliance with Laws.**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**12. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**13. Liability and Insurance.**

**A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

**B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**14. County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**15. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Utilities or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to CEC Motor and Utility Services. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**16. Subcontracting/Assignment.**

**A. Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**B. Assignment.** This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) day notice to Contractor.

**17. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23, and any other which by their nature would survive termination.

**18. Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or

(iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:  
Pinellas County Utilities Department  
Attn: Patty Cortez  
6730 142<sup>nd</sup> Avenue N  
Largo, FL 33771  
727-464-5881

For Contractor:  
CEC Motor and Utility Services  
Attn: Paul Rademaker  
1751 12<sup>th</sup> Street East  
Palmetto, FL 34221  
941-845-1030

with a copy to:  
Purchasing Director  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

**19. Conflict of Interest.**

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**20. Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**21. Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

**22. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**23. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction

other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. **Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

*(Signature Page Follows)*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA  
By and through its Board of County  
Commissioners

By \_\_\_\_\_  
\_\_\_\_\_

CEC Motor and Utility Services, LLC

\_\_\_\_\_  
Name of Firm

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



\_\_\_\_\_  
Signature

JAMES J. HOUGH

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

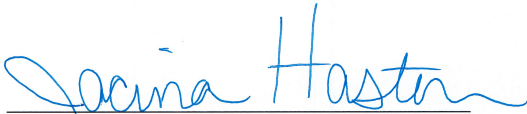
C.O.O.

\_\_\_\_\_  
Title

ATTEST:  
Ken Burke,  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM



JACINA HASTON  
OFFICE OF THE COUNTY ATTORNEY

## EXHIBIT A

## STATEMENT OF WORK

A. **REQUIREMENTS:**

1. Contractor must have demonstrated experience replacing and repairing motors up to one thousand (1,000) HP and up to 4160 volts, including VFD driven motors, in use and function.
2. Pinellas County will only accept new products, meaning products that have been used or owned by any entity, company or individual or products that have been reconditioned will not be accepted.
3. Contractor must maintain an inventory of OEM parts to be able to provide services within a 28 to 48-hour window. Metallizing work or machined parts by independent machine shop(s) may be accepted with prior written approval from County; however, the awarded contractor shall be responsible for any and all work performed under this contract for motor rewinds, repairs and replacements of any kind.
4. All work performed by Contractor must comply with the latest NEMA and Electrical Apparatus Service Association's (EASA) Standards. Contractor shall have a working quality assurance program in place.
5. When possible, Contractor shall submit a Predictive Maintenance Motor Analysis Comprehensive Static/Dynamic (PDMA) test, upon County's request.
6. Contractor must use original equipment manufacturer (OEM) quality, new and not refurbished parts unless otherwise authorized by the County and as per manufacturer specifications and recommendations.
7. Contractor shall use OEM bearings, or with County approval, Premium Electric Motor Quality (EMQ) bearings:
  - a. NTN (Niwa, Tomoe, Nishizono)
  - b. Schaeffer-Flag
  - c. SKF (Svenska Kullagerfabriken)
  - d. Timken
8. Contractor is to provide only qualified, certified personnel who are skilled in the performance of motor replacement, repair and rewind services. Contractor is to maintain an adequate number of personnel for the term of the contract.
9. Contractor is to assign a dedicated account manager who is available during normal business hours to administer this contract.
10. Contractor is to provide ongoing training, at least once per year, to their service personnel in regard to motor repair and re-windings as per manufacturer requirements
11. Contractor shall provide technical support such as information on whether the motor(s) should be repaired or replaced, life expectancy information and maintenance recommendations, along with price estimates.
11. Contractor shall provide a schedule for conducting field inspections on equipment that has been repaired and is covered under warranty.
12. Identification of Employees:
  - a. Contractor shall furnish each employee with proper identification badges, displaying the employee's picture, name and Contractor name.
  - b. Contractor shall make identification visible at all times.
  - c. Contractor and its employees shall dress in a professional manner compliant with the County and OSHA safety standards.
  - d. Contractor and its employees shall dress in manner representative of the Contractor's organization.
  - e. Contractor's employees shall not dress in a manner representative of the County or department where work is being performed.
  - f. Contractor service vehicles used on County premises shall be clearly identified with Contractor's name on exterior body.
  - g. Contractor(s) must be capable of providing awarded manufacturer-authorized repair service with OEM parts for a minimum of one (1) of the following motor manufacturers, including, but not limited to:

EXHIBIT A

STATEMENT OF WORK

W. E. DUNN

(4111 Dunn Dr., Palm Harbor, FL 34683)

BRAND & Manufacturer	HP	FRAME/TYPE	VOLTS	RPM/SF/AMPS	QUANTITY
US MOTORS	30	286JM	460	3560	2
US MOTORS	30	286TP	460	3515	1
US MOTORS	30	284TPA	460	3515	2
US MOTORS	75	365VP	460	1785	2
US MOTORS	60	364TP	460	1785	1
US MOTORS	200	447/TCI	460	1785	4
US MOTORS	400	HVEI	460	1190	2
BALDOR/RELIANCE	40	TEFC/TYPE P	460	1775	3
BALDOR/RELIANCE	7.5	TEFC/TYPE P	460	SERVICE FACTOR - 1.15-9 AMP	3
BALDOR/RELIANCE	15	210TY	460	1745	6
US MOTORS	30	ENCLOSURE-DP	460	1775-58.5 AMP	3
BALDOR/RELIANCE	5	TYPE-P	480	880-7.3 AMP	4
BALDOR/RELIANCE	10	215TC	480	1755-11.8 AMP	8
BALDOR/RELIANCE	125	447LP	460	HI-1190-151 AMP; LOW-890-124 AMP	4
EMERSON US and Or US EMERSON	200	TYPE TC1	460	1785	4
BALDOR/RELIANCE	25	324T	460	SERVICE FACTOR-1.15 - 32 AMP	1
BALDOR/RELIANCE	25	EM411T	460	SERVICE FACTOR-1.15 - 30.2 AMP	1
BALDOR/RELIANCE	5	254T	460	880 - 7.30 AMP	4
BALDOR/RELIANCE	125	447LP	460	HI-1190 - 151 AMP; LO-890 - 124 AMP	4
BALDOR/RELIANCE	150	445LP	460	SERVICE FACTOR-1.15 - 170 AMP	4
YEOMANN	30	2896TP	460	3600/***/34	3
NIDEC	15	210TY	460	1745/1.15/19	6

SOUTH CROSS WRF

(7401 54th Avenue N., St. Petersburg, FL 33716)

BRAND & Manufacturer	HP	FRAME/TYPE	VOLTS	RPM/SF/AMPS	QUANTITY
BALDOR	.5	56C	90	1750/ 4.8	7
BALDOR	.75	56C	90	1750/3.6	1
BALDOR	5	184JM	230/ 460	1750/1.15/6.6	2
BALDOR	5	184T	460	1750/1.15/6.5	4
BALDOR	5	215T	460	1160/1.15/8	6
DISCFLO	30				3
BALDOR	7.5	254T	230/ 460	1180/1.15/10.7	2
BALDOR	10	39PO25W600G1	208	880/1.15/35	2
BALDOR	15	286T	460	1750/35	2

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BALDOR	30	286T	460	1770//35	3
BALDOR	40	324TC	230/ 460	1775/1.15/47	5
BALDOR	50	365T	230/ 460	1185/1.15/61	5
BALDOR	50	405T	230/ 460	1185/1.15/47	5
GE	400	L5011VP24	460	1185/430	3
LESSON	5	254T	230 /460	860/1.15/7.2	1
LESSON	5	215T	230 /460	1180/1.15/7.2	2
MARATHON	5	215T	230 /460	1170/1.15/6.5	1
MARATHON	7.5	254T	460	1765/1.15/10.5	3
MARATHON	200	455T	460	1785/1.15/225	3
RELANCE	.5	2125T	230 /460	1170/1.15/69	1
RELIANCE	.75	FB56C	230 /460	1725/1.15/1.1	6
RELIANCE	7.5	210TC	230 /460	1760/1.15/9	8
RELIANCE	20	286T	460	1801.15/24.8	4
RELIANCE	25	324TC	460	1180/1.0/29.8	3
RELIANCE	30	286T	230/ 460	1785/1.15/35	4
RELIANCE	300	449T	460	1780/338	3
SIEMENS	5	FZAD108B- LA112ZMP4E	230 /460	1775/1.15/6.7	3
US MOTORS	15	254T	230/4 60	1770/1.25/19	2
SIEMENS	15	160M	230/4 60	1765/-17.9	2
TECHTOP	15	254T	230/4 60	1760.1.25/18.1	1
US MOTOR	20	256T	230/4 60	3530/1.15/26.8	2
TECHTOP	20	256T	230/4 60	1760/1.25/23.5	1
RELIANCE	20	286T	230/4 60	1180/1.15/24.8	1
RELIANCE	25	324TC	460	1180/1.0/29.8	3

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TECO WESTINGHOUSE	30	286T	460	1770/1.15/34.3	3
BALDOR	30	286T	460	1770/1.15/35	3
US MOTOR	30	286T	460	1775/1.15/35.5	1
RELIANCE	30	286T	230/4 60	1785/1.15/36.1	4
BALDOR	40	324TC	230/4 60	1775/1.15/47	2
BALDOR	40	324TC	230/4 60	1765/1.15/48	3
TATUNG	40	324T	230/4 60	1770/1.15/47.4	1
BALDOR	50	405T	230/4 60	870/1.15/66	5
BALDOR	50	365T	460	1185/1.15/61	5
TECHTOP	50	326T	230/4 60	1770/1.25/59.2	1
US MOTOR	75	405VP/TV14	460	1190/1.15/87	2
US MOTOR	75.00	365VP	460	1785/1.15/86	2
US MOTOR	150	JV41	460	591/1.15/213	5
US MOTOR	200	5008P	460	1200/1.15/232	7
MARATHON	200	455T	460	1785/1.15/225	3
RELIANCE	300	449T	460	1780/1.15/338	3
US MOTOR	350	5607PH	460	1189/1.15/458	2
GE	400	L50 11YPZ4	460	1185/1.15/450	3
US MOTOR	500	5809ML	460	1190/1.15/555	3
SEIMENS	600	581 0S/CGII	460	889/1.15/707	2
TOSHIBA	700	355-1000/TIKK	460	3570/1.15/765	1
US MOTOR	700	6810P	460	890/1.15/828	3

KELLER WTF FACILITY (3655 Keller Circle, Tarpon Springs, FL 34689)

BRAND & Manufacturer	HP	FRAME/TYPE	VOLTS	RPM/SF/AMPS	QUANTITY
BALDOR -RELIANCE	75	405T	460	1185/1.15/86.9	1
EM (Of Digital Dowsing)	500	3241	4160	710/1.15/65.9	3
GENERAL ELECTRIC	800	8311S	4160	1186/1.15/101	2
NIDEC Corporation	250	449T	460	1185/1.15/303	4
US MOTORS	60	364TS	460	1775/1.15/74	1
US MOTORS	75	365TS	460	1780/1.15/86	3
US MOTORS	700	5012VP	4160	1180/1.15/90	4
New Motors TBD (3)	250	Unspecified	460	Unspecified	3

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**B. OTHER REQUIREMENTS:**

**Pick-up and Delivery:**

1. Once a Work Assignment is received, the Contractor will be authorized to, and is responsible for, pick-up and delivery of the motors at all County facilities. A work order ticket as provided by the Contractor to acknowledge pick-up shall indicate the physical status of the motor(s) and identify any part(s) that are being taken by the Contractor. The work ticket shall be signed by the Contractor and initialed by a County representative at the time and location of motor pick-up.
2. Unless otherwise specified at time of pick-up, the Contractor shall return the motor(s) and any parts to the same location where items were picked up.
3. County is responsible for having any necessary equipment required to load motor(s) on Contractor's vehicle at time and location of pick-up and unload same from Contractor's vehicle upon return delivery.
4. Motor should be protected during transport by cover or wrap.

**Response Time:**

**Normal Service:**

- 48 hours for pick-up
- 3 days for estimate
- 15 days for repair

**Emergency Service:**

- 4 hours for pick-up
- 2 days for estimate
- 7 days for repair

1. Failure to respond to a service call within the designated time frames may be considered valid reason for cancellation of the contract. In the event that the Contractor does not comply within the stated time, the County reserves the right to call any qualified contractor to make necessary applications and Contractor shall pay for any additional charges incurred by the County for the services provided by any other qualified contractor.
2. Contractor shall provide a contact number for County to utilize for emergency motor repair issues day or night, 24 hours per day.

**Repair/Replacement Time:**

1. For normal service, Contractor shall provide an estimated time for replacement, repair and delivery back to the County within three (3) days after pick-up. Due to the type of equipment some of these motors support, it is critical to have a backup source of service.
2. Should the Contractor not be able to complete all normal repairs or replacement within fifteen (15) work days from the start of the job assignment may be deemed in fault of the contract unless an extension of time is approved by the County in writing. Motors will need to be delivered back to the County at no cost within 24 hours.
3. For emergency service, Contractor shall provide all documentation and gain approvals from County in order to return the equipment within seven (7) business days.

**Pricing:**

1. All associated costs, including portal to portal travel time to any County location, shall be included in the unit pricing provided and include: pick-up, crane services, delivery, disassembly, inspections, condition report, failure analysis (if required), cleaning, dipping and baking of stator, all required testing, painting outside casing of motor with color to match County code, and reassembly.
2. Prices quoted are to be inclusive of all travel and delivery fees.
3. Unit pricing for electrical rewind shall include new motor leads and removal of the original wires (instead of cleaning, dipping and baking), as well as all required testing.
4. Contractor shall furnish a list outlining and providing detail of the unit cost for all motor rewinds and repairs, including parts and labor.

## EXHIBIT A

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5. For emergency motor repair services, the emergency repair hourly rate for labor will be applied to the total cost per unit pricing.
6. County reserves the right to obtain motor repair outside of this contract
7. MSRP documentation is to be provided with all with invoices.

**Warranty:**

1. The Contractor shall guarantee materials and workmanship of all items, accessories and parts to operate within the range of the required specifications for a period of at least eighteen (18) months from the date of delivery. Any materials which fail to operate accordingly for eighteen (18) months will be repaired or replaced by the Contractor and he shall furnish, without additional cost, any parts required to replace such defective item in suitable operating condition including no cost for delivery of the new materials and pick-up of the defective materials. The Contractor shall be responsible for reimbursing the County for any costs incurred by the County in replacing or repairing defective items or due to damages caused to life and property as a result of failure of a defective item.
2. The Contractor shall warranty all motor(s) rewinds and bearing replacements, including material and workmanship, for a minimum of eighteen months (18) months from date of completed repair..
3. All rewind motors must produce essentially the same torque, speed, horsepower, efficiency, power factor and temperature characteristics as the original winding specification.
4. Any motor(s) which fail to operate accordingly, for the duration of the warranty period, shall be repaired by the Contractor free of charge, including pick-up and delivery, and all parts and labor necessary to complete warranty repair to include any and all costs to include crane service, if not the motor must be replaced upon with request with a new motor at no cost to the County.

**C. WORK ASSIGNMENTS**

Work assignments will be required for services as described under Scope of Services below.

1. Contractor must also provide a detailed Scope of Work, pay items, quantities, and unit pricing in accordance with the Bid Submittal Sheets, and any Unspecified Work shall be thoroughly described.
2. All Work for services shall be executed by the Contractor on an assignment-by-assignment basis as needed, in the form of a Work Assignment authorized by the County Project Manager. The County does not guarantee Work Assignments will be concurrent or consecutive. The Contractor shall perform no Work for Services under this Contract without the County Project Manager's authorization to proceed for each Work Assignment and an authorized purchase order. The Contractor hereby agrees to waive any claim for compensation for any Work performed without authorization. If County decides not to proceed with Work detailed in the Work Assignment, Contractor shall only submit cost for standard inspection.
3. Each individual location contained in a Work Assignment is to be considered an "individual project" such that all Work must be fully completed as specified in the Work Assignment, as approved by the County Project Manager.
4. All Work shall be performed in an expeditious and professional manner. The Contractor shall have sufficient crews and equipment to perform all Work at the time the Work Assignment is issued. The inability of the Contractor to meet contractual obligations, or to perform assigned Work in a satisfactory manner, may be grounds for termination of the Contract, and/or reassignment of the Work to other contractors, in the County's sole discretion.
5. Contractor shall provide detailed rewind and repair estimates for all repairs costing \$250.00 or more or where repair costs exceed fifty (50%) percent of replacement value. Work

## EXHIBIT A

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estimates to minimally include horsepower, frame type, voltage of motor, mechanical repair and electrical rewind costs, replacement bearing costs, any additional labor or machine work costs for items not covered in the specification, and any costs associated with emergency requests, inclusive of travel costs.

**D. SCOPE**

Contractor shall provide all labor, tools, material and equipment to replace, rewind and repair all motors, as needed. Services shall include, but are not limited to, the following:

- a. When possible prior to disconnection of motor, a vibration test shall be conducted on motor.
- b. Pickup and delivery, to include crane services as needed.
- c. If a motor cannot be repaired, the Contractor will notify the County and will afford the County an opportunity to purchase a replacement motor from awarded contractor. The County may choose to purchase a new motor on the open market.
- d.
- e. Contractor shall use oil and grease as specified by the County. Contractor is to provide documentation on the type of grease and/or oil to be used in the repair of the rewound motor.
- f. Provide pictures before and during step-by-step breakdown and as rebuild of unit for all motors fifty (50) horsepower and up.
- g. Inspection and testing for mechanical and electrical defects
  - Determine cause of failure and provide results of key test and measurements
  - Provide a complete electronic report listing services, results of key test, parts to complete repair, conditions and failures (with photos)
  - Provide repair estimate and consult with County regarding repair/replacement options within three (3) working days of pick-up
  - All defective, worn or broken parts are to be returned with new repaired motor, if requested
- f. Provide rewind, reassembly and testing
- g. Check winding data against manufacturer's original data or Electrical Apparatus Service Association's (EASA's) Motor Rewind Data. Make adjustments, as necessary
- h. remove old windings and clean stator
- i. repeat loop or core loss test
- j. install new insulation
- k. make and insert new coils
  - perform surge comparison test on new coils
  - connect coils and leads; test all windings
- l. test thermal protectors and similar devices; replace, if necessary
- m. dismantle and test stator and rotor as appropriate (e.g. continuity, insulation resistance, high potential, surge comparison, loop or core loss, and growler test)
  - impregnate stator windings with insulating varnish and cure in baking oven
- n. install new bearings and seals of proper size and type
- o. assemble the motor, perform final tests (including high potential test) and paint outside casing with County specified color
- p. perform dynamic balancing of assembly, as required
- q. Full load testing, as arranged with County, to check the operating characteristics, random winding, form winding.
- r. document all additional services and specifications for quality assurance
- s. Contractor shall provide technical support such as information on whether the motor(s) should be repaired or replaced, life expectancy information and maintenance recommendations, along with cost estimates.
- t. Contractor shall provide a schedule for conducting field inspections on equipment that has been repaired and is covered under warranty.
- u. Provide motor balancing after initial install as requested by each facility.
- v. Contractor shall perform a post vibration test and a laser alignment upon request.
- w. Contractors is to return all bad motor parts.



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**Course of Service:**

1. Service personnel shall check-in and check-out with the County's facilities representative (Project Manager) during each visit. Contractor shall inform Project Manager of any issues limiting their ability to perform work.
2. Service personnel to obtain prior approval from Project Manager before shutting down equipment.
3. Service personnel shall obtain written approval from the Project Manager prior to making any changes in operation or modifications to the equipment which might affect the life expectancy of the equipment.
4. All associated machines used in the re-manufacturing process including baking and burn-out ovens are to be annually calibrated and current per the National Institute of Standards and Technology (NIST) traceable standards.
5. Contractor Motor Service Order form is to be returned with each repaired or rewound motor.

**Inverter Duty Motors (Variable Frequency Drive "VFD") Reconditioning:**

Upon receipt, Contractor shall verify nameplate data and look for certification for VFD duty. When the original design is intended for VFD, continue with the winding recondition process. Report to the County when motor will need new windings, providing verifiable reasons.

- Low voltage stator winding insulation resistance shall be measured with a one thousand (1000) volt Megohm meter; medium voltage stators (2400 – 4160 volts) shall be measured with a five thousand (5000) volt Megohm meter.
- If practical, motor shall be test run at rated voltage and frequency and any abnormalities documented.
- Motor shall be completely dismantled, stator surge tested, and all parts cleaned. Windings shall be cleaned with a mild detergent, thoroughly rinsed to remove the detergent, and baked to dry.
- After drying, winding insulation resistance shall be tested again with a Megohm meter at the proper voltage. (Minimum insulation resistance is ten (10) Megohms; for 4160 volt rating: twenty (20) Megohms). Windings should be surge tested, then re-varnished and cured.

**Rotors**

- Rotors shall be inspected for evidence of damaged, cracked or open circuited bars or end rings. If there is evidence of faults, rotor shall be "Growler" tested. Any faults shall be reported to the County.
- Rotors shall be steam cleaned and suitably washed and dried.
- Rotors shall be mounted in a lathe between centers and all critical surfaces shall be dial indicated for run outs. Shaft, bearing, seal, journal and coupling surfaces shall be micrometer measured.
- Bearing housings and seal surfaces shall be micrometer measured. All measurements and test results shall be recorded and retained in a permanent record.

**Journals, Seals and Housings:** Bearing shaft and housing fits shall be to Anti-Friction Bearing Manufacturer's Standards. Seals and seal surfaces shall be to manufacturer's standards. Restoration of journal, housing and seal surfaces shall be accomplished by metallizing and machining or by boring and bushing. Restoration of shaft coupling or pulley fits shall be accomplished by welding and machining. Knurling or Loctite is unacceptable.

**Balancing:** All 3600 RPM rotors and all rotors on which any repairs are made shall be dynamically balanced. Balancing shall be made in accordance with American Petroleum Institute standards (i.e. rotor weight x 4 - by RPM, assuming a rotor weight of 2000 pounds with a rotational speed of 3600 RPM, ounce inches of residual unbalance =  $2000 \times 4 - 3600 = 2.2$ ).

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**Bearings, Anti-Friction Bearings**

- Verify bearing insulation and measure insulation resistance to ground. Minimum resistance should be One Megohm or larger at 40° C.
- Shall be replaced with high quality, re-greasable bearings unless other specified. Oil lubricated bearings shall have the test lubricant drained, and tags shall be attached to the bearing housing and motor leads stating: "OIL BEARINGS BEFORE OPERATING".
- Bearings shall be hand-packed with grease specified by the specific County facility.
- All motors which do not have grease fittings shall have "Zerk" fittings installed. An extension shall be installed, if necessary, to allow for re-lubricating while the motor is running.
- Bearings shall be heated on a temperature-controlled induction heater for installation.

**Sleeve (Babbitted) Bearings**

- Bearing bores and journal diameters shall be micrometer measured.
- Bearings shall be inspected for evidence of loose or cracked Babbitt or worn thrust faces.
- Bearing-to-journal, clearance shall be 0.002 inch, plus 0.001 inch per inch of diameter (i.e.: 4 - inch journal bearing shall have 0.002 + 0.004 = 0.006 inch).
- If necessary, bearings shall be re-Babbitted with ASTM Grade 2 Babbitt material.

**Rewinding:** All insulation materials shall be Class 155 (A) or higher.

- Stripping.
- Windings shall be removed by either using "Vapor-Phase" solvent system or temperature-controlled burn-out oven with over temperature suppression. Burn-out temperature not to exceed 750 F.
- Windings shall be removed in such a fashion as not to damage or distort the core iron. Upon removal of the old windings and insulation, the core must be thoroughly cleaned and inspected for burrs, etc.

**Core Testing, Repair and Preparation**

- The core shall be tested for core losses in "watts/pound" and for permeability. It must also be overexcited and checked for hot spots. These test results shall be documented.
- Any hot spots should be corrected by separating the short circuited laminations. If this is unsuccessful, the core shall be re-stacked or replaced. County shall be notified in the event that re-stacking or core replacement is necessary.
- After the core is repaired and an acceptable test is obtained, stator and core shall be prime painted.

**Winding, Random Wound Stators**

- Slot liners and phase separators shall be Nomex-Mylar-Nomex or Dacron- Mylar-Dacron.
- Magnet wire shall be Quantum Shield (Phelps Dodge) or approved equal insulated. Verify for extra room insulation requirements.
- Coils shall be machine wound, with all wires individually tensioned to ensure uniformity and freedom from "Crossovers". Proper form shapes shall be used to give adequate end room clearance.
- All connections, jumpers and leads shall be taped and laced down in a neat, secure manner with adequate clearance to bearing brackets and air deflectors.
- All connections shall be silver brazing.
- Leads on TEFC motors shall be "Potted" where they pass through the stator frame.
- After winding and prior to varnish treatment, windings shall be surge-comparison tested. Windings shall be preheated prior to varnish treatment to eliminate "crazing". Windings shall be immersed (dipped) in Class 155 (A) or better, Thermosetting varnished and baked to cure.

**Form Wound Stators**

- Coils shall be properly dimensioned and shaped (spread) to ensure proper fit and preclude

## EXHIBIT A

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pressure points. Coils shall be insulated to slot size. Use of slot liners to fill slots is unacceptable.

- Insulating system shall be comprised of copper wire strand insulated with DDG over a class H Poly-Amida-Imida Enamel, non-treated Mica Composite VPI-type tape, with an outer armor of Woven Fiberglass tape.
- Slot portion of coils shall be insulated with a minimum of three half - lapped layers of Mica tape for 2400 volts, and a minimum of four half-lapped for 4160 volts.
- Slot fillers and coil blocking shall be comprised of an absorbent material, such as Glass Fiber material.
- Connectors shall be made in "U" configuration and silver brazing. Connections shall be taped with a minimum of four layers of Mica tape, followed by one layer of Fiberglass tape.
  - Leads shall be fine-stranded with tinned conductors.
- Lugs shall be installed with a compression tool and die of proper size.
- Windings shall be over-coated with Class A or better Epoxy varnish and will be baked to cure.
- Windings shall be surge tested at twice rated voltage + 1000 volts.

**Wound Rotors, Reconditioning**

- Windings shall be cleaned, tested and treated as per Item 19, d, (1) (a) "Reconditioning".
- Stripping.
- Windings shall be removed in accordance with Item 19, d, (1), f, (ii) "Stripping".
- Winding.
- Form and Random Winding shall be conducted in accordance with Section 3. "Winding" except that DMD or NMN slot liners are permissible. All new copper shall be used.

**NOTE:** Form Wound rotors shall not be converted to Random. Wound rotors shall not be constructions.

**Re-assembly and Test**

- All excess varnish shall be removed from the core I.D. prior to assembly.
- Interiors of motor frames and parts shall be painted with red insulating paint. This includes rotors, bearing, brackets, frame interiors and air deflectors. Windings shall not be painted.
- After assembly, motor shall be secured to a precision leveled and isolated bed plate and test run at rated voltage and frequency. No load voltage and phase currents shall be recorded. Vibration mils displacement shall be measured and recorded in the horizontal, vertical and axial planes on both ends of the motor (or top and bottom of vertical motors). Vibration levels shall be in accordance with NEMA Standards relative to RPM.
- Exterior of the motor shall be properly cleaned of rust and foreign material, primed painted and finish painted with a good grade of machinery enamel. Shaft extension shall be coated with a suitable solvent removable rust preventive material. Motor mounting feet or base shall be sanded and cleaned of all foreign matter. Nameplates shall be reconditioned or replaced with stainless steel, as necessary.

**Non-Inverter Duty Motors, Mechanical (Repair)**

- **Shafts:** Shall be checked for undue wear, scoring and straightness.
- **Bearing Journals and Shaft Extension:** Bearing journals and shaft extension shall be concentric with shaft centers. Shaft run out for standard length shaft shall not be more than .002 inch for 5/8 to 1-5/8 inch diameter and shall not be more than .003 for larger than 1-5/8 inch.
- **Bearings:** All replacement bearings must be free from defect and surface wear. Must be properly installed and aligned. All replacement bearings must be equal or better than original bearing with regards to load and life characteristics. Clearance shall be sufficient to allow thermal expansion of motor parts. When new bearings are installed, the old bearings shall be returned with the repaired motor in order to ensure payment for the new bearings.

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- **Balancing:** Vibration amplitude shall conform to limits established by original manufacturer of motor, and ISO standards. Electrical (Rewind): All rewound equipment must produce same torque, speed, horsepower, efficiency, power factor, and temperature characteristics as the original winding unless owner authorizes a design change.
- **Insulation:** The entire insulation system shall be equal or better than original system used by original manufacturer. Shall be Class F or better. All components that constitute an insulation system shall be compatible with each other and the varnish or coating applied. All materials used shall be of the proper NEMA temperature class to meet the required temperature use of the apparatus. Special attention should be given to motors used in variable frequency drives (see Inverter Duty Motors VFD for details). Required temperature rise must be met after derating installed insulation to conform to the minimum frequency of operation. Stators shall be dipped and baked a minimum of two times. Magnet wire - all capacities, mechanical qualities, and insulation characteristics shall be equal or better than original material in all aspects of performance and application with a minimum of Class F being used.
- **Lacing and Shaping:** The coil ends shall be particularly laced and shaped to maintain all necessary clearances such as rotor, end shields, and through bolts, and be able to endure starting and running currents with a minimum of distortion. On larger motors where coil support (surge) rings are used, they shall be suitably fitted and laced to ensure adequate support for the winding. On larger motors where coil support (surge) rings are used, they shall be suitably insulated, accurately fitted and laced to ensure adequate support for the winding. All lacing and shaping shall be done in a neat and workmanlike manner.
- **Connections:** All connections shall be properly soldered, brazed, or welded with materials that will be mechanically strong enough to withstand the normal operating conditions. Materials such as solder paste, fluxes, inhibitors, and compounds, where employed, shall be neutralized after using. Shall be suitable for the use and of a type that will not adversely affect the conductors. All connections and splices shall be so constructed as to have a resistance equal to or less than the conductors of the winding. Connections to terminal shall be of the type approved by the National Electrical Code that shall ensure a good electrical and mechanical contact without injury to the conductors.
- **Insulating Connectors:** All connections are to be adequately insulated with materials that will withstand the temperature, voltage and frequency rating of the apparatus and be mechanically adequate to withstand normal operation. All connections and leads shall be laced, tied, or otherwise securely fastened to prevent movement and subsequent failure. All connections shall be made and insulated in a neat and workmanlike manner.
- **Banding:** Glass banding tape may be applied directly to the winding. Banding shall be applied at proper tension and be of sufficient thickness and width to support the coils to minimize distortion. When banding wire is used, it shall have a tensile strength of no less than 2,000 psi. Area to be banded shall be properly insulated. Banding wire shall be applied at the proper tension. All types of bands shall be sufficiently secured, tied, or laced and be mechanically strong enough to withstand the centrifugal force, current surges and vibrations of normal operation.
- **Thermal Procedures:** Thermal protectors shall be checked for electrical and physical defects. Replacement of protectors shall be identical with the original in tripping characteristics. Removal of protectors shall be done with County consent or manufacturer approval.
- **Random Wound Coils:** Loops shall be made and spread to form coils without damage to the magnet wire insulation. Application for layer insulation shall be uniformly and tightly applied to eliminate stress points and air voids. Insulated coils shall be placed in slots with no damage to the coil insulation. Coils shall tightly fit slots. Coils shall be secured to surge ring and locked to one another as necessary to prevent distortion.
- **Inspection:** The condition of the winding and the extent of the repairs shall be determined by visual inspection and, as necessary, a megohm meter reading, phase unbalance or surge comparison, growler test, and/or appropriate high potential ground test. Winding data shall be accurately taken and recorded. Stators that are cleaned using a burnout oven shall use an oven with a temperature control that prevents the inside temperature from rising above 400° C

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to prevent damage to the stator. Stators shall be properly stripped and prepared for winding. Slots shall be clean and free of sharp edges or particles. Laminations shall be inspected for damage.

- **Leads:** All leads shall conform to NEMA standards. Single phase motors use lead colors instead of letter markings to identify the leads, the color assignment shall be determined from the following:
  - T-1 Blue            T-5 Black
  - T-2 White          T-6 Red
  - T-3 Orange        P-1 No Color
  - T-4 Yellow        P-2 Brown
  - Leads on TEFC and explosion proof motors shall be properly sealed to meet environmental operation conditions.
    - On motors where multiple leads are available, ALL leads will be pulled out and identified with metal markers (for dual voltage 3 phase star connection, leads 1 through 9; if delta connection, 1 through 12, 1 phase capacitor motors = 4 leads).
- **Testing, General:** The condition of new winding shall be tested by the following methods as applicable. Ground Tests Megohm meter reading of windings shall be made and recorded.
- **Winding tests** for winding shall be made, recorded and reported by phase balance, individual resistive value in ohms, surge comparison, growler, resistance, voltage drop and over potential test.
  - Explosion Proof, Motors are to be recertified for use in hazardous locations, under the guidelines of Underwriters Laboratories.
  - No Load Tests, No-load running tests shall be made at rated voltage.
  - No load current and speed shall be recorded and the mechanical operation checked.
  - Meg-ohm motor and tag motor with ohm readings before being shipped.

## EXHIBIT B

## INSURANCE REQUIREMENTS

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- b) Bidder shall email certificate that is compliant with the insurance requirements to **Jeanne Armstrong @ jarmstrong@pinellascounty.org**. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Bidder to the County at least thirty (30) days prior to the expiration date.
  - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
  - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to

## EXHIBIT B

## INSURANCE REQUIREMENTS

purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

g) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

h) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

(2) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

i) Each insurance policy and/or certificate shall include the following terms and/or conditions:

- The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A, titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- All policies shall be written on a primary, non-contributory basis.

EXHIBIT B

INSURANCE REQUIREMENTS

- Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.
- Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).
- j) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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(4) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.



EXHIBIT C

PAYMENT SCHEDULE

Contract No. 190-0264-B(1A) Motors, Parts, and Rewind & Repair Services (ReBid 2)  
 Bid Submittal & Summary  
 (Please complete shaded fields)

5 YEAR TERM

	Hourly Rate	60 month Estimated Number of Hrs	Extended Cost (Rate x Hrs)
Hourly Rate (non-emergency)	\$33.00	45,000	\$1,485,000.00
Hourly Rate (emergency)	\$33.00	4,000	\$132,000.00
	Lump Sum	60 month estimated number of hours	
Pick-up/Delivery (inclusive of crane service)	\$0.00	10,000	\$0.00
Total			\$1,617,000.00

	Discount %	Cost Plus %	Estimated Dollars/5 YEARS	Extended (Discount @ Dollars)
Parts (% discount from MSRP)	40.00%		400,000.00	\$240,000.00
or Parts (cost plus %)		0.00%	400,000.00	

	Discount %	Cost Plus %	Estimated Dollars/5 YEARS	Extended (Discount @ Dollars)
New Motors (% discount from MSRP)	15.00%		750,000.00	\$637,500.00
or Parts (cost plus %)		0.00%	750,000.00	

	Estimated Dollars/5 YEARS	GRAND TOTAL: (Extended (Discount @ Dollars))
UNSPECIFIED: (will not be determined for award)	50,000.00	\$50,000.00

VENDOR AUTHORIZED TO REPAIR THE FOLLOWING MANUFACTURERS:

AS AN ERSA MOTOR SHOP, we can and do rebuild all motor manufacturers motors.  
 There are no motor manufacturers that we cannot provide repair services for.  
 AS AN ERSA SHOP, we can provide an ERSA warranty report for all motors.

EXHIBIT D

PAYMENT/INVOICES

**PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
 Pinellas County Board of County Commissioners  
 P. O. Box 2438  
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

<b>Remit To</b>	Billing address to which you are requesting payment be sent
<b>Invoice Date</b>	Creation date of the invoice
<b>Invoice Number</b>	Company tracking number
<b>Shipping Address</b>	Address where goods and/or services were delivered
<b>Ordering Department</b>	Name of ordering department, including name and phone number of contact person
<b>PO Number</b>	Standard purchase order number
<b>Ship Date</b>	Date the goods/services were sent/provided
<b>Quantity</b>	Quantity of goods or services billed
<b>Description</b>	Description of services or goods delivered
<b>Unit Price</b>	Unit price for the quantity of goods/services delivered
<b>Line Total</b>	Amount due by line item
<b>Invoice Total</b>	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

## EXHIBIT E

**DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

**DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
  
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.