

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA  
AND  
SOUTH LAKE ELECTRIC & CONSTRUCTION CO., INC.  
FOR  
INSTALLATION OF GENERATOR FOR COUNTY WIDE RADIO SHOP  
ITB 09-0420**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and South Lake Electric & Construction Co., Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONTRACTOR.

**Recitals**

**WHEREAS**, the COUNTY has publicly submitted an Invitation to Bid (ITB) # 09-0420, for procurement of services to provide installation of an emergency generator at the County Wide Radio Shop in Tavares, Florida; and

**WHEREAS**, the CONTRACTOR desires to perform such services subject to the terms of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

**1.1** The foregoing recitals are true and correct and incorporated herein by reference.

## **Article 2. Purpose**

**2.1** The purpose of this Agreement is for the CONTRACTOR to install an emergency generator at the County Wide Radio Shop, located at 15839 Old US Highway 441, Tavares, Florida 32778, hereinafter referred to as the "Project."

## **Article 3. Scope of Professional Services**

**3.1** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to install an emergency generator for the County Wide Radio Shop, 15839 Old US Highway 441, Tavares, Florida 32778, and to provide all labor, materials and equipment necessary to perform the work in accordance with the Scope of Services, attached hereto and incorporated herein by reference as **Exhibit A**, and any changes thereto reflected in Addendum # 1, dated June 2, 2009, attached hereto and incorporated herein by reference as **Exhibit B**. It is understood that the Scope of Services may be modified by change order as actual construction of the Project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

**3.2** This Agreement shall be effective upon the date of the purchase order or related Notice to Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Agreement have been delivered and/or completed, and accepted by the COUNTY'S authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

**3.3** CONTRACTOR acknowledges that time is of the essence in carrying out CONTRACTOR'S responsibilities under this Agreement. CONTRACTOR shall complete the Project within ninety (90) calendar days after the date the purchase order or related Notice to Proceed is issued. No additional days shall be granted for average weather delays. Average

number of days of rainfall will be determined by [http://www.sercc.com/climateinfo/historical/historical\\_fl.html](http://www.sercc.com/climateinfo/historical/historical_fl.html). Days for calculating actual rainfall are days recorded with rainfall on <http://www.wunderground.com>. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the CONTRACTOR, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY.

Should the CONTRACTOR fail to complete the work within ninety (90) days, it is hereby agreed and understood that the COUNTY reserves the authority to cancel the contract with the CONTRACTOR and secure the services of another contractor to complete the work. If the COUNTY exercises this authority, the COUNTY shall be responsible for reimbursing the CONTRACTOR for work which was completed and found acceptable to the COUNTY in accordance with the Agreement specifications. The COUNTY may, at its option, demand payment from the CONTRACTOR through an invoice or credit memo for any additional costs over and beyond the original Agreement price which were incurred by the COUNTY as a result of having to secure the services of another contractor. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the Agreement for default.

**3.4** CONTRACTOR shall be solely responsible for obtaining and paying for all required licenses, permits, or inspections for this Project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits, or inspections shall be borne solely by the CONTRACTOR.

**3.5** CONTRACTOR shall remain appropriately licensed throughout the course of this Project. Failure to maintain all required licenses shall entitle COUNTY, at its option, to terminate this Agreement. CONTRACTOR'S License Number is **EC 0002347**.

3.6 CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the work. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless such understanding or interpretations are made in writing and incorporated herein by reference.

3.7 CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY. CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

#### **Article 4. Payment**

4.1 COUNTY shall pay and CONTRACTOR shall accept, as full and complete payment for the timely and complete performance of its obligations hereunder, the fixed lump sum price of **Thirteen Thousand Six Hundred Fifty-Four and 73/100 Dollars (\$13,654.73)**, the CONTRACTOR'S base bid, including all applicable taxes, materials, labor, supervision, management and overhead. Any further payment shall occur only after a duly authorized change

order has been issued in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of such policies and procedures shall be made available to the CONTRACTOR upon request.

**4.2** Upon completion and acceptance of the work required in conjunction with this Agreement, CONTRACTOR shall submit one lump sum invoice that reflects the total value of the Agreement. This invoice shall be submitted in duplicate to the COUNTY user department at P.O. Box 7800, Tavares, Florida 32778.

**4.3** All invoices submitted shall contain the bid number, a detailed description of the services provided, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment and the CONTRACTOR may be considered in default of Agreement and its Agreement may be terminated.

**4.4** The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

**4.5** CONTRACTOR shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

**4.6** The CONTRACTOR agrees and acknowledges that if this Project is to be funded by Federal or State grant monies, or other local agency monies, the CONTRACTOR agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relative documents related to the Project and as specifically requested by the Federal or State granting agency. The CONTRACTOR additionally hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

**Article 5. COUNTY Responsibilities**

5.1 COUNTY shall designate a County staff member to act as COUNTY'S Project Manager.

5.2 COUNTY shall pay in accordance with the provisions set forth in this Agreement for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

5.3 COUNTY retains the right to inspect all work to verify compliance with this Agreement. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

**Article 6. Special Terms and Conditions**

6.1 Qualifications. CONTRACTOR shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

6.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

**6.3 Subletting of Agreement.** This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

**6.4 Insurance.** CONTRACTOR shall provide and maintain at all times during the entire term of this Agreement, without cost or expense to COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are acceptable to COUNTY, insuring CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of this Agreement. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing conformance with the Agreement requirements. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits, which are as follows:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

(X) Each Occurrence/General Aggregate	\$1,000,000/2,000,000
(X) Products-Completed Operations	\$2,000,000
(X) Personal & Adv. Injury	\$1,000,000
(X) Fire Damage	\$50,000
(X) Medical Expense	\$5,000
(X) Contractual Liability	Included

(X) Automobile liability insurance, including owned, non-owned and hired automobiles with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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(X) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statute, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.) If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if any of CONTRACTOR'S employees are injured, CONTRACTOR will not hold the COUNTY responsible for any payment or compensation.

(X) Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(X) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(X) The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_

Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

(X) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on all applicable liability insurance policies.

(X) Certificates of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the required insurance. It is the CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

(X) Certificates of insurance shall identify the ITB number in the Description of Operations section of the Certificate.

(X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(X) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(X) CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set forth above will be considered a breach of Agreement and may result in termination of the Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**6.5 Indemnity.** The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR'S duties set forth in this Agreement.

**6.6 Independent Contractor.** The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**6.7 Acceptance of Goods or Services.** The product(s) delivered under this Agreement shall remain the property of the CONTRACTOR, and services rendered under this Agreement will not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services is provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR'S expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible for paying for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or Agreement may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the COUNTY for any contract or financial obligation.

This project will be inspected by an authorized representative of the COUNTY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**6.8** Deficiencies in Work to be Corrected by the CONTRACTOR. The CONTRACTOR shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) work days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the CONTRACTOR by the COUNTY'S Project Manager, who may confirm all such verbal reports in writing. The CONTRACTOR shall bear all costs of correcting such rejected work. If the CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) days of receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place CONTRACTOR in default, obtain the services of another vendor to correct the deficiencies, and charge the CONTRACTOR for these costs; either through a deduction from the final payment owed to the CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor an invoice or credit memo, the COUNTY may terminate the Agreement for default.

**6.9** Warranty. The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of this Agreement shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for

comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the COUNTY by any other provision of this Agreement.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

**6.10 Accident Prevention and Barricades.** Precautions shall be exercised at all times for the protection of persons and property. CONTRACTOR shall conform to all relevant OSHA, State and County regulations during the course of this Agreement. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR. Barricades shall be provided by CONTRACTOR when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**6.11 Business Hours.** No work shall be done on Saturday, Sunday or on any days between the hours of 5:01 p.m. and 7:59 a.m. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the designated County Department representative.

**6.12 Clean-Up.** CONTRACTOR shall remove all unusable materials and debris from the premises at the end of each workday, and dispose of in an appropriate manner. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager.

**6.13 Furnish and Install Requirements.** The specifications and/or scope of services contained within this Agreement describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or scope of services shall not relieve CONTRACTOR from furnishing, installing or performing such work where required for the satisfactory completion of

the project. The CONTRACTOR shall also be required to provide adequate general user training to COUNTY personnel on the appropriate use of the materials or products as and if necessary.

**6.14 Labor, Materials, and Equipment Shall be Supplied by the CONTRACTOR.** Unless otherwise stated in this Agreement, CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such material and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY'S Project Manager.

**6.15 Risk of Loss.** The CONTRACTOR assumes the risk of loss or damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or third party.

The CONTRACTOR shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

**6.16 Retaining Other Contractors.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**6.17 Protection of Property.** All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest shall be protected against damage or

interrupted services at all times by the CONTRACTOR during the term of this Agreement; and the CONTRACTOR shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR.

**6.18 Public Records / Copyrights**

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials.

**6.19 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials

pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

**6.20 Right to Audit.** The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

**6.21 Codes and Regulations.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

**6.22 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**6.23 Prohibition Against Contingent Fees.** The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**6.24 Accuracy.** The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The

CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

**6.25** Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment.

**6.26** Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

#### **Article 7. General Conditions**

**7.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

**7.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**7.3** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**7.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**7.5** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.

7.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Coleman Moss  
Commercial Project Manager  
Post Office Box 325  
11013 State Road 33  
Groveland, Florida 34736

If to COUNTY:

County Manager  
Lake County Administration Bldg.  
Post Office Box 7800  
315 West Main Street, Suite 308  
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

### **Article 8. Scope of Agreement**

**8.1** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**8.2** This Agreement contains the following Exhibits:

**Exhibit A**                      Scope of Services

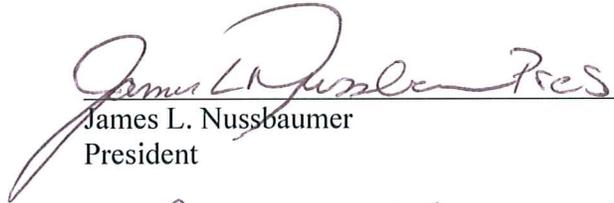
**Exhibit B**                      Addendum # 1

**Agreement between Lake County and South Lake Electric & Construction Co., Inc. for Installation of Generator for County Wide Radio Shop ITB 09-0420**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY, through its Director of Procurement Services, and CONTRACTOR, through its duly authorized representative.

**CONTRACTOR**

SOUTH LAKE ELECTRIC &  
CONSTRUCTION CO., INC.

  
James L. Nussbaumer  
President

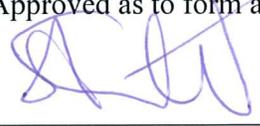
This 22 day of July, 2009.

**COUNTY**

  
Barnett Schwartzman  
Procurement Services Director

This 24<sup>th</sup> day of July, 2009.

Approved as to form and legality:

  
Sanford A. Minkoff  
County Attorney

**SCOPE OF SERVICES**

This project will provide a complete emergency power generator installation at the County Wide Radio Shop located at 15839 Old US Hwy. 441, Tavares, Florida 32778.

**Installation Requirements**

1. The contractor shall provide all materials, labor, needed drawings, engineering and building permits to provide a completed project as per attached drawings and specifications from the generator manufacturer.
2. It is advisable that the contractor completes a site visit for the bid to be acceptable.
3. The building is supplied by three power services. One generator with three automatic transfer switches will provide emergency power to the entire building.

**County Supplied Items:**

- (a) 1/ea. Emergency generator:  
Generac Guardian Aluminum 80 KW Elite  
Commercial Series liquid cooled  
Automatic standby generator (QT08046-A-V-A-N)  
Fuel: Propane Vapor, Voltage: 120/240, 1-phase
- (b) Guardian 150 Amp Automatic Transfer Switch:  
(HTS-N) (HTS-N-150-A3)  
Voltage/Enclosure: 120/240, 1-phase, Nema 3R

**NOTE:** The County will provide the emergency generator and three automatic transfer switches.

4. Install 80KW generator and three (3) 150 amp automatic transfer switches (supplied by Lake County).

**NOTE:** These items are on site for measurements or other verifications needed for installation.

5. Installation includes generator feeds, 3 main circuit breakers with 3R enclosures, feeds to transfer switches from main breakers and feeds to existing service panels, battery charger circuit, alarm monitoring (MOSCAD) and control wiring.
6. Generator to be tested and calibrated to work with Eaton Powerware UPS on Office area power feed/meter (input voltage, amperage, slew rate, etc. into UPS to qualify input source)
7. Provide and install foundations for the 80KW generator and 500 gallon LP tank.

8. Provide and install 500 gallon LP tank with fuel, piping, valves, gauges and testing for leaks.
9. Provide and install remote fuel level monitoring unit.
10. Provide all site work, concrete, and other work and materials needed for a complete operational system.

**Training**

**At no additional cost to the County, the contractor shall provide training to County personnel in the proper and safe operation and preventative maintenance of the generator and automatic transfer switch.**

**Permit and License Information**

Permit for the installation with slab is to be obtained from a General Contractor, naming an electrician & gas sub-contractor. If the successful bidder holds a Florida State certified or registered license for electrical contractor, the bidder will name a concrete and gas sub-contractor for the work that has all licenses to legally perform work at the site location. See below.

Contractors who wish to obtain building permits in Lake County may do so if they hold a State of Florida Certificate of Competency, (State Certified), or are registered with the State (State Registered) through Lake County, or who hold a Lake County local license Certificate of Competency.

A certificate of competency is required for the following trades:

General Contractor	Alarm System Contractor I
Building Contractor	Alarm System Contractor II
Residential Contractor	Low Voltage
Master Electrical Contractor	Aluminum Specialties Contractor
Master Plumbing/gas Contractor	Burglar Alarm and Fire Alarm
Mechanical Contractor	Carpentry Contractor
Class A Air Conditioning Contractor	Concrete Contractor
Class B Air Conditioning Contractor	Irrigation/Sprinkler Contractor
Roofing Contractor	Masonry Contractor
Sheet Metal Contractor	Marine Contractor

**SECTION 2– STATEMENT OF WORK**

ITB Number: 09-0420

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Licensing: For concrete work, a local license & a business license is required. Successful vendor shall register with the Lake County Building Services Division prior to starting work as general contractor or as a sub-contractor. For more information on how to register with Building Services Division contact 352.343.9653 or enter the link below in your web browser.

[http://www.lakecountyfl.gov/departments/growth\\_management/building\\_services/](http://www.lakecountyfl.gov/departments/growth_management/building_services/)

For electrical and gas work, the vendor is to have a State Certified or Registered license with the State of Florida.



LAKE COUNTY  
FLORIDA

OFFICE OF PROCUREMENT SERVICES  
315 WEST MAIN STREET, SUITE 416  
PO BOX 7800  
TAVARES FL 32778-7800

PHONE: (352) 343-9839  
FAX: 352) 343-9473

[www.lakegovernment.com](http://www.lakegovernment.com)

**ADDENDUM NO. 1**

**Date: June 2, 2009**

**BID No. 09-0420**

**Installation of Generator for County Wide Radio Shop**

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. **Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.**

**Change/add the following:**

All bidders shall be Generac Certified at the time of bid submittal in order to maintain the Generac Factory Warranty and Support. Proof of certification should be submitted with the ITB.

All bidders shall have prior experience with HTS transfer switch panels.

All permit application, drawings and zoning clearance documents need to meet or exceed county building department specifications. Detailed drawings for all aspects showing lp piping size type, valve info etc as well as any fuse, disconnect, wire type, etc. shall be submitted to Building Services Division. Office hours: Mon.-Thurs. 8:00-5:00p.m. Ph: (352) 343-9653.

A ground ring at the generator is preferred over a single rod.

Contractor is responsible for cost of 500 gal LP tank, pad for both the tank and generator, all LP piping, electrical/low voltage alarm wiring, etc. See page 12-13 of the ITB.

Generator is an 80KW Liquid Cooled Generac with Aluminum Enclosure. Transfer switches are 150A HTS-N. Approximate weight of generator is 2700 lbs.

Outages should be coordinated thru Rob Richardson, cell 267-7813.

Per County Electrical Inspector:

Shielded cable should be used for the alarm relay panel.

Disconnects should be Square D 2/0

Per Building Owner:

Any concrete or landscape removed or damaged during the installation process must be returned to a pre-project state (i.e. Trees/shrubs/grass replaced, sidewalk restored to present condition).

Any Stucco penetrations require building owner permission prior to beginning work.

Firm Name: South Lake Electric Date: 6-2-09  
Signature: Coleman G. Moss III Title: Commercial Project Manager  
Typed/Printed Name: Coleman G. Moss III

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DISTRICT TWO  
ELAINE RENICK

DISTRICT THREE  
JIMMY CONNER

DISTRICT FOUR  
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