**AGREEMENT BETWEEN**
**LAKE COUNTY, FLORIDA**
**AND**
**SOUTH LAKE ELECTRIC & CONSTRUCTION CO., INC.**
**FOR**
**ELECTRICAL REPAIR AND MAINTENANCE FOR**
**LAKE COUNTY PARKS**

**RFP # 12-0406**

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, hereinafter referred to as CONTRACTOR.

**WITNESSETH:**

**WHEREAS,**the COUNTY has publicly submitted Request for Proposal (RFP) #12-0406 to retain a contractor to provide electrical repair and maintenance services for Lake County parks; and

**WHEREAS,** 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 agree as follows:

## Article 1. Recitals

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

## Article 2. Purpose

**2.1** The purpose of this Agreement is for CONTRACTOR to provide electrical repair and maintenance services for Lake County parks.

**2.2** The COUNTY's definition of a full maintenance and service repair contract, as embodied in this Agreement, is a contract that provides for the CONTRACTOR to assume all responsibility for obtaining all required licenses, permits, inspections, labor, materials, equipment, tools, and locating services for the installation and repair of all electrical systems and equipment including, but not limited to, scoreboards, baseball fields and security lighting, and park restroom lighting. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies equipment and supervision for the performance of the work set forth hereunder. ***The scope of services represents the minimum standards required.***

## Article 3. Scope of Services

**3.1** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to perform services for the COUNTY in accordance with the Scope of Services, attached hereto and incorporated herein by reference as **Exhibit A**.

**3.2** Additional Services. Although this Agreement identifies specific services, it is hereby agreed that the COUNTY may add other similar services to this contract at the mutual agreement of both parties. When required by the pricing structure contained herein, the CONTRACTOR shall be invited to submit price quotes for these additional services. If the quotes are determined to be fair and reasonable, then the additional work will be awarded to the CONTRACTOR. A formal amendment to this Agreement shall be executed. Nothing herein prevents the COUNTY from obtaining quotes from other vendors or contractors.

**3.2** Term of Agreement. This Agreement shall commence on the date of execution by the Board of County Commissioners. The initial Agreement term is twelve (12) months, and the Agreement shall remain in effect until completion of the expressed and/or implied warranty period. The Agreement prices shall prevail for the full duration of the initial Agreement term.

**3.3** Renewal Terms. Prior to or upon completion of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for four (4) additional one (1) year periods. Prior to completion of each exercised term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov). It is the CONTRACTOR'S responsibility to request any pricing adjustment in writing under this provision. The CONTRACTOR'S written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of the new option period shall not be considered. The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of this Agreement beyond the initial term, and any option subsequently exercised, is a COUNTY prerogative, and is not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interests of the COUNTY.

## Article 4. Payment

**4.1** The COUNTY shall pay CONTRACTOR to complete the Scope of Services in accordance with the rates set forth in CONTRACTOR'S Pricing Section, attached hereto and incorporated herein as **Exhibit B**.

**4.2** CONTRACTOR shall submit invoices in PDF form, via email, to the COUNTY'S designated representative after each individual project has been completed. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the work being completed.

**4.3** All invoices shall contain the RFP and/or purchase order number, date and location of delivery or service. Failure to submit invoices in the prescribed manner will delay payment, the CONTRACTOR may be considered in default of this Agreement, and this Agreement may be terminated at the option of the COUNTY.

**4.4** The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

**4.5** Other than the expenses set forth in **Exhibit B**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The rates quoted in **Exhibit B** shall be deemed to provide full compensation to the CONTRACTOR for labor, equipment use, travel time and any other element of cost or price. These rates are assumed to be at straight time for all labor, except as otherwise noted.

**4.6** In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

**4.7** CONTRACTOR acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

## Article 5. Special Terms and Conditions

**5.1** Certificate of Competency/Licensure. The CONTRACTOR shall, at all times through this Agreement, hold a valid Certificate of Competency or appropriate current license qualifying said CONTRACTOR to perform the work identified herein. If work for other trades is required

in conjunction with this Agreement and will be performed by a sub-contractor, an applicable Certificate of Competency or license for the sub-contractor shall be submitted to the COUNTY.

**5.2** Addition/Deletion of Facilities.

A. Addition of Facilities. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency facility may be added to this Agreement at the option of the COUNTY. The CONTRACTOR shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the CONTRACTOR. The additional site(s) shall be added to this Agreement by formal modification. The COUNTY may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR, or for other reasons at the COUNTY's discretion.

B. Deletion of Facilities. Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency may delete service for any facility(ies) when such service is no longer required during the Agreement term upon fourteen (14) calendar days written notice to the CONTRACTOR.

**5.3** Acceptance of Services. The services rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement or to initiate corrective action on the part of the CONTRACTOR. The CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause, and the COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement 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 this 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.

**5.4** Correction of Deficiencies and Defects. 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 Agreement regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the CONTRACTOR by the COUNTY'S designated representative, 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 ten (10) calendar days of receipt of the notice.

**5.5** Key Contractor Personnel/Supervision.

A. The CONTRACTOR shall employ only qualified operators and workers who are skilled to perform electrical repair and maintenance services. All workers shall discharge their duties in a courteous and efficient manner. It shall be the duty of the CONTRACTOR to maintain a close check over its employees to ensure a high standard of service. The CONTRACTOR is to maintain an adequate number of employees to satisfactorily perform scheduled operations. The CONTRACTOR shall demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same areas. The CONTRACTOR shall notify, via email, the COUNTY immediately of all changes in personnel.

B. The CONTRACTOR shall provide all necessary supervision for work done on COUNTY property. The CONTRACTOR'S supervisors shall be literate and able to communicate fully in the English language, because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. CONTRACTOR'S supervisors shall also be capable of communicating fully with all employees in the event they do not speak English. The COUNTY will be the sole judge whether the of the communication level is appropriate. The CONTRACTOR shall provide documentation that the supervisor has the necessary skills and is paid at a higher rate than other workers. In the event of sickness or any absence of the regular supervisor, the CONTRACTOR shall provide a substitute of equal or greater skill. The CONTRACTOR shall be required to provide the name and position within the company of the supervisor assigned to the COUNTY. The CONTRACTOR shall provide a telephone answering service for use of the supervisors for work related messages. The CONTRACTOR shall provide a cell phone number to the COUNTY. All authorized communications giving to the supervisor by the COUNTY, and all contract related decisions made by the supervisor, shall be binding on the CONTRACTOR.

**5.6** Minimum Wages. Under this Agreement, the wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work performed under this Agreement, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**5.7** Accident Prevention and Barricades. Precautions shall be exercised at all times for the protection of persons and property. The CONTRACTOR shall conform to all relevant federal, state, and local regulations during the course of such effort. Any fines levied by the governmental authorities having jurisdiction over the work shall be borne by the CONTRACTOR. Barricades shall be provided by the CONTRACTOR when work is performed in areas traversed by persons, or when deemed necessary by the COUNTY.

**5.8** Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery, and property, both public and 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.

**5.9** Clean-Up. All unusable materials and debris shall be removed from the premises at the end of each work day, and disposed of in an appropriate manner. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been involved as mutually agreed upon with the associated COUNTY project manager.

**5.10** Permits and Fees. The CONTRACTOR is responsible for ensuring that all licenses and permits required to complete the work under this Agreement are obtained, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. All fees are to be paid by the CONTRACTOR. Damages, penalties, and/or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits, inspection or other fees shall be borne by the CONTRACTOR.

**5.11** Warranty. The CONTRACTOR agrees that, unless expressly stated otherwise in this Agreement, the products and/or services furnished under 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 CONSULTANT hereby agrees and acknowledges 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.

**5.12** Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under this Agreement. If any work hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work 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. The COUNTY shall be liable only for reasonable costs incurred by the CONTRACTOR prior to notice of termination. The COUNTY shall be the sole judge of 'reasonable costs.'

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 CONTRACTOR will be notified by letter of the COUNTY's intent to terminate, but the 30-day advance notice requirement is waived in the event of termination for cause, and the COUNTY may procure the required goods and/or services from any source, and use any method, deemed in its best interest. All re-procurement

costs shall be borne by the CONTRACTOR. In the event of termination for cause, the COUNTY further reserves the right to suspend or debar the CONTRACTOR in accordance with the appropriate COUNTY ordinances, resolutions and/or administrative orders.

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.

**5.13** Assignment of Agreement This Agreement shall not be assigned 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 assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment 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. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

**5.14** Insurance. CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the 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. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements, and the 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 and coverage:

(i) 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:

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

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

| | |
|---|---|
| Combined Single Limit | $1,000,000 |

(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, 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.

(iv) 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 |

(v) 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.

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

(vii) Certificates of insurance shall provide for a minimum of thirty (30) 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.

(viii) Certificates of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

(ix) 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.

(xi) 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.

(xii) 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.

(xiii) 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.

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

(xv) 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.

(xvi) If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

**5.15** 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 of any kind arising out of, relating to or resulting from the performance of the CONTRACTOR's duties set forth in this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals, subcontractors or representatives. The CONTRACTOR shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agentsand instrumentalities as provided herein.

**5.16** 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.

**5.17** 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. The CONTRACTOR shall coordinate, cooperate, and work with any other vendors retained by the COUNTY.

**5.18** Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding $150,000, the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. If applicable, the original Agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the Agreement. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

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

**5.20** Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR 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. Prior to the close out of the Agreement, the CONTRACTOR shall appoint a records custodian to handle any records requests and shall provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from any agreement derived from this solicitation and contract 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.

**5.21** 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 any contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.22** 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 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.

**5.23** 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. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

**5.24** Omission from the Specifications. The apparent silence of this Agreement and its Exhibits regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

**5.25** Risk of Loss.

A. The CONTRACTOR assumes the risk of loss of 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 a third party.

B. 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.

**5.26** Availability of Contract to Other County Departments or Agencies. The CONTRACTOR hereby agrees that any COUNTY department or other agency may avail itself of this Agreement and purchase any and all items specified herein from the CONTRACTOR at the prices established herein. Under these circumstances, a contract modification shall be issued by the COUNTY identifying the requirements of the additional department or agency.

## Article 6. General Conditions

**6.1** 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.

**6.2** 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.

**6.3** 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.

**6.4** 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.

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

**6.6** 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.

**6.7** During the term of this Agreement the CONTRACTORassures 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 CONTRACTORdoes 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's employees or applicants for employment. The CONTRACTORunderstands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**6.8** The CONTRACTORshall at all times comply with all Federal, State and local laws, rules and regulations.

**6.9** 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.

**6.10** The parties will exercise every reasonable effort to meet theirrespective obligations hereunder, but shall not be liable for delaysresulting from force majeure or other causes beyond theirreasonable control, including, but not limited to, compliance withany Government law or regulation, acts of nature, acts oromissions of the other party, Government acts or omissions, fires,strikes, national disasters, wars, riots, transportation problemsand/or any other cause whatsoever beyond the reasonable controlof the parties. Any such cause will extend the performance of thedelayed obligation to the extent of the delay so incurred.

**6.11** 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:

James L. Nussbaumer
~~Carolyn Nussbaumer~~, President
P.O. Box 325
Groveland, Florida 34736

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
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 7. Scope of Agreement

**7.1** 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.

**7.2** This Agreement contains the following Exhibit:

| | |
|---|---|
| **Exhibit A** | Scope of Services |
| **Exhibit B** | Pricing Section |

Agreement Between Lake County and South Lake Electric & Construction Co., Inc., for Electrical Repair for Lake County Parks;
RFP 12-0406

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 28 day of February, 2012 and by CONTRACTOR through its duly authorized representative.

**CONTRACTOR**

James L Nussbaumer Pres

~~Carolyn Nussbaumer~~, President
James L Nussbaumer

This 23 day of Dec, 20~~12~~11

**COUNTY**

ATTEST:

Neil Kelly, Clerk of the
Board of CountyCommissioners
of Lake County, Florida

Leslie Campione
Chairman

This 29th day of February, 2012.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

# EXHIBIT A
# SCOPE OF SERVICES

**This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on the contract resulting from this RFP.**

Licensed Contractor shall be fully competent in all aspects of commercial electrical installation, repair and maintenance. Contractor shall provide sufficient number of qualified people as required to perform the work under these specifications, which shall include, but not be limited to common installation, repairs, preventative maintenance, and replacement of fixtures and/or equipment.

The contractor shall be called upon to perform installation and repairs that include the following:

- Inspections, installs, alterations, repairs and/or replacement of high and low voltage electrical wiring systems and equipment.
- Installation of control and distribution apparatus including switches, relays, circuit-breaker panels, pull boxes and transformers.
- Repairing and replacing broken or defective parts in motors, switches and fixtures.
- Testing, locating, and repairing trouble in electrical circuits and equipment.
- Testing electrical equipment for efficiency and safety using standard testing equipment.
- Repairs malfunctions using standard methods.
- Connecting wiring to lighting fixtures and power cables to equipment.
- Repairing alarm systems, scoreboards, public address systems, and sports, path and security lighting.

Contractor shall be able to furnish all tools and equipment in order to accomplish tasks, have ownership of suitable major equipment to be capable of completing work in a timely manner.

All work shall be completed using the least invasive methods as possible.

**Contractors shall be aware that Lake County Parks are serviced by existing underground electrical irrigation systems. Bidders must familiarize themselves with the existing structures and locations.**

The vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

The Contractor shall have the capability provide 24 hours, 7 days a week emergency service to the County under the contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within two (2) hours after notification by the County.

During other than regular working hours, the emergency response time, as defined above, shall be within four (4) hours after notification by the County.

The contractor shall have and maintain an inventory of electrical and electrical equipment to provide for timely completion.

Service call charges must be included within the hourly rates stated in the pricing section.

The hourly rate charge shall commence on the job site; all travel time expenses shall be borne by the contractor and will not be separately reimbursed by the County.

An immediate assessment of the problem encountered must be communicated to the County's representative within one (1) hour of arrival at the site. If an immediate repair is not possible, an accurate projection of expected completion time must be relayed to the County Department representative.

Vendor shall supply Lake County Parks and Trails Division a written estimate of materials and labor hours for all new installations and repairs prior to commencement of needed repairs.

**Non Emergency Service Calls**
Each non-emergency service call shall be responded by phone or email within twenty-four (24) hours. Vendor shall promptly diagnose needed repair items upon arrival to job site and initial repair procedures. Should additional time be required to complete repair and/or diagnosis, contractor shall notify Parks and Trails Department representative.

**Emergency Service Calls**
Each emergency service calls shall be responded by phone or email within a maximum of one (1) hour and be on-site within four (4) hours after contact with County's representative.

**Materials**
To be quoted on a cost-plus basis; percentage of mark-up to be based on net cost to vendor. All invoices to the County shall include legible copies of original vendor materials invoices. These shall show original price charged to the vendor, and the price charged to the County shall not exceed the price times the mark-up percentage as set within this ITB. For stock parts not supported by a specific invoice, contractor shall provide with their bid a detailed list of common items with set contractor cost be to utilized to determine the County's cost. Items which are not supported by this list shall be supported by a reasonable price paid to secure those items.

Miscellaneous charges (such as tape, wire ends, anchor bolts, etc.) shall be invoiced only when applicable to the particular job and only for the quantities used.

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

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

www.lakegovernment.com

**ADDENDUM NO. 1**
**Date: November 1, 2011**
**RFP No. 12-0406**
**RFP Title: Electrical Repair and Maintenance for Lake County Parks and Trails**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum ___ does _X_ does not change the date for receipt of bids or proposals.

**Question 1** – On page 2, Section 1.3 # 2 the sentence states that the electrician be licensed in the State of Florida. Does this mean that the electrician must be a State licensed Contract (EC)?
Answer 1 – The Contractor must have a current State of Florida Certificate of Electrical Contractors – Electrical Contractor (EC) or Registered Electrical Contractor (ER) license.

**Question 2** – On the price page (page 23), Section 3 has a cost per day for lift truck rental. Would you consider breaking up this for different heights?
Answer 2 – No.

**Question 3** – Does this fall under the Davis-Bacon Act?
Answer 3 – No.

**Question 4** – Section 1.22, Hourly Rate states that "the hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price" but in Section 2 (page 17) it states that "the hourly rate charge shall commence on the job site; that all travel time shall be borne by the contractor and will not be separately reimbursed by the County." Please clarify.
Answer 4 – Travel time will not be reimbursed separately by the County. As stated, hourly rate is to cover all cost elements.

Firm Name: South Lake Electric Date: 11-16-2011

Signature: [illegible] Title: Estimator

Typed/Printed Name: Carl Moss

## Park Information and Address List

**Parks**

| | Name | Acres | Location |
|---|---|---|---|
| 1 | Astor Lions Park | 10 | 54835 Alco Road, Astor FL 32102 |
| 2 | East Lake Community Park | 48.53 | 24809 Wallick Road, Sorrento, FL 32776 |
| 3 | Ferndale Preserve | 196 | 19220 CR 455, Ferndale FL 34715 |
| 4 | Lake Idamere Park | 45 | 12335 CR 448, Tavares FL 32778 |
| 5 | Lake Jem Park & Boat Ramp | 11 | 16141 CR 448, Tavares FL 32778 |
| 6 | Marsh Park & Boat Ramp | 35 | 36545 Yale Retreat Road, Eustis FL 32726 |
| 7 | McTureous Memorial Park | 2.56 | 42100 State Road 19, Altoona FL 32702 |
| 8 | Minneola Athletic Sports Complex | 26.28 | 1300 Fosgate Road, Minneola 34715 |
| 9 | North Lake Community Park | 96 | 40730 Roger Giles Road, Umatilla FL 32784 |
| 10 | Paisley Community Park | 8.1 | 24956 County Road 42, Paisley FL 32767 |
| 11 | Palatlakaha River Park & Boat Ramp | 23 | 12325 Hull Road, Clermont FL 34711 |
| 12 | P.E.A.R. Park | 318 | 4800 University Avenue, Leesburg FL 34748 |
| | P.E.A.R. Park Gateway | - | 26701 US Highway 27, Leesburg FL 34748 |
| 13 | Pine Forest Park | 48 | 32520 State Road 44, Deland FL 32720 |
| 14 | Sorrento Park | 3.38 | 31535 Church Street, Sorrento FL 32776 |
| 15 | Twin Lakes Park | 14.5 | 35303 CR 473, Leesburg FL 34788 |

**Public Lands**

| | Name | Acres | Location |
|---|---|---|---|
| 1 | Ellis Acres Reserve (Phase 1 & 2) | 417 | 35302 County Road 52, Paisley, FL 32767 |
| 2 | Lake May Reserve | 136 | County Road 55A and North County Rd 44a, Eustis FL |
| 3 | Mt. Plymouth Lakes | 184 | Mt. Plymouth Subdivision, Sorrento FL 32776 |
| 4 | NE Lake County Scrub Preserve | 63 | Redlands Dr., Eustis (N of Royal Trails) FL |
| 5 | Neighborhood Lakes | 210 | Fenimore St., Sorrento FL 32776 |
| 6 | South Pine Lakes Reserve | 128 | State Road 44, Eustis (S of Pine Lakes South Subdiv.) FL 32736 |
| 7 | The Pasture | 810 | 5144 Lake Erie Rd., Groveland , FL. 34736 |

**Boat Ramps**

| | Name | Acres | Location |
|---|---|---|---|
| 1 | Astatula Boat Ramp | 0.25 | 12703 Florida Avenue, Astatula FL 34705 |
| 2 | Butler Street Boat Ramp | 3.45 | 55400 Butler Street, Astor FL 32102 |
| 3 | John's Lake Boat Ramp | 1.3 | 13620 Lake Blvd, Winter Garden, FL 34787 |

**Trails**

| | Name | Miles | Location |
|---|---|---|---|
| 1 | Hancock Trail | 2.4 | Old Hwy 50 & Training Center |
| 2 | South Lake Trail | 5.5 | Orange Trail on East/Minneola Trail on West |

# EXHIBIT B: PRICING SHEET

**This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on the contract resulting from this RFP.**

**Section 1**

Prices shall be quoted per estimated hours. Actual hours are unknown at this time. For bidding purposes we are estimating the estimated hours.

| Item Description | Estimated Hours | Hourly Rate | Total Cost |
|---|---|---|---|
| Electrical Contractor - Normal working hours (8:00 am - 5:00 pm) | 25 | 36.50 | $912.50 |
| Electrical Contractor - Nights, Weekends and Holidays | 25 | 54.75 | $1368.75 |
| Electrical Supervisor - Normal working hours (8:00 am – 5:00 pm) | 25 | 41.00 | $1,025.00 |
| Electrical Supervisor - Nights, Weekends and Holidays | 25 | 61.50 | $1,537.50 |
| Apprentice - Normal working hours (8:00 am - 5:00 pm) | 25 | 23.50 | $587.50 |
| Apprentice - Nights, Weekends and Holidays | 25 | 35.25 | $881.25 |

**Section 2**

| Item Description | A<br>Estimated Cost for parts, materials and equipment | B<br>Mark-Up Percentage % | C<br>Total Cost (Estimated cost and mark-up percentage total) |
|---|---|---|---|
| Percentage Mark-Up charge above cost of parts, materials and equipment | $20,000.00 | 15 | $23,000.00 |

**Example:** If the estimated cost for parts, materials and equipment is (Box A) $20,000.00 and your mark-up percentage is five percent: Five percent of $20,000.00 is (Box B) $1,0000.00, the total cost (Box C) is $21,000.00.

**Section 3**

| | | |
|---|---|---|
| Lift Truck Rental | Cost Per Day | $605.00 |

Material Warranty: Manufacturers days
Labor Warranty: 30 days
Warehouse location: 11013 SR 33 Groveland, FL 34736

Prices will be evaluated based upon the hours shown above, the assumption of $20,000.00 net value of equipment and parts, and lift truck cost per day, and the resultant extended prices. However, the County makes no guarantee regarding the total number it will use during the contract period.

Name and telephone of person to contact for emergency service:
Name: Carl Moss Title: Estimator
Telephone Number: 352-429-2621 Cell Phone Number: 352-267-1272
Additional cost for emergency service: $_____