

CS-16-86

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.  
**CM2391**

## CONTRACTOR INFORMATION

Name: Szoke Power Systems, Inc

Address: PO Box 8897 Fleming Island FL 32006

City State Zip

Contractor's Administrator Name: Fred Szoke Title: President

Tel#: (904) 487-9515 Fax: \_\_\_\_\_ Email: szokepower@hotmail.com

## CONTRACT INFORMATION

Contract Name: Generator Annual Maintenance and Service Agreement Contract Value: \$7,280.00 Per year

Brief Description: Provide Annual Maintenance and Service to Critical County Owned Generators

Contract Dates : From: 10/01/16 to: 09/30/19 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other



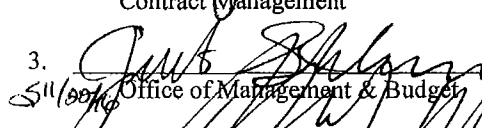
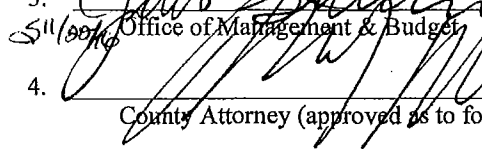
If Processing an Amendment: 5/1/2016

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

16 NOV 29 PM 2:50


## APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.		<u>11/21/16</u>	<u>Tech Services</u>
	Department Head Signature	Date	Submitting Department
2.		<u>11/21/16</u>	<u>01252525-546000-MCDM</u>
	Contract Management	Date	Funding Source/Acct #
3.		<u>11/28/16</u>	<u>5/1/2016</u>
	Office of Management & Budget	Date	
4.		<u>11/29/16</u>	
	County Attorney (approved as to form only)	Date	

16 NOV 21 PM 4:04

Comments: \_\_\_\_\_

## COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 \_\_\_\_\_ 12/1/16

Ted Selby Date

16 DEC -2 AM 9:13

OFFICE OF CLERK OF COURTS  
NASSAU COUNTY, FLORIDA

## RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

Szoke Power Systems, Inc;  
PO Box 8897, Fleming Island, FL, 32006  
Phone (904) 487-9515  
Email: szokepower@hotmail.com

Date: October 1, 2016

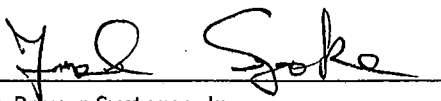
**Nassau County Board of County Commissioners**  
**Generator Annual Maintenance and Service Agreement**

Szoke Power Systems, Inc., is a fully insured generator maintenance company. Our services include providing Annual Maintenance and Service and repairs, for the county owned generators. Szoke Power Maintains a drug-free work place.

Board of County Commissioners of Nassau County, hereinafter called the "Owner" and Szoke Power Systems, Inc. hereinafter called the "Contractor." In consideration of the mutual covenants herein contained and of other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agrees as follows:

1. **Duration of Contract.** The contractor shall perform its services under this contract, as set forth on the Scope of Work. All prices are guaranteed for (3) years effective October 1, 2016 through September 30, 2019. This contract may be cancelled by either party upon thirty (30) days written notice.
2. **Services.** The contractor shall perform the services as listed in the attached scope of work.
3. **Payment.** The owner shall pay to the contractor for services under this contract as per the Florida Statutes 218.73 & 218.74. (Terms Net 45 days) Payment shall be remitted to Szoke Power Systems, Inc, PO Box 8897, Fleming Island, FL, 32006

The Parties have signed and agreed to this contract as of the date set forth below.

  
\_\_\_\_\_  
Szoke Power Systems, Inc  
Fred Szoke, President

10/1/2016  
Date.

  
\_\_\_\_\_  
Representative  
Nassau County Board of County Commissioners

12/1/16  
Date

Szoke Power Systems, Inc,  
PO Box 8897, Fleming Island, FL, 32006  
Phone (904) 487-9515  
Email: szokepower@hotmail.com

**Nassau County Board of County Commissioners**

**SCOPE OF WORK**

**Generator Annual Maintenance and Service Agreement**

Provide rates for the following: Annual Maintenance and services as required per generator:

- 3 each Quarterly Minor PM services
- 1 each Annual Major PM services
- 1 each Load Bank Test services

Provide rates for the following services or charges:

- Regular Hourly Rate
- Overtime Hourly Rate
- Any additional mileage charge
- Truck charges
- Environmental charges (that would be applicable for any work, scheduled or unscheduled).
- Any charge not listed please provide detailed information.

Szoke Power Systems, Inc,  
PO Box 8897, Fleming Island, FL, 32006  
Phone (904) 487-9515  
Email: szokepower@hotmail.com

SPS, Szoke Power Systems, Inc. is pleased to present these rates to you.

SPS works five regular work days per week, Monday through Friday

We charge:

\$78 per hour regular time, 8 am to 4:40 pm.

\$117 per hour for overtime and Saturday work

\$156 per hour for Sundays and Holidays.

Recently during active hurricanes we insist on a safety system of TWO technicians in a vehicle, at \$156 each technician. This is to remove trees or any hazards on the roadway, and work in dangerous winds and rain.

Charges start when vehicle is started and leaving to the jobsite, and ends when vehicle is back at shop.

Travel costs are \$1.00 per mile from Fleming Island, FL.

SPS had newer model year, dependable vehicles, fully loaded with tools and service manuals.

SPS uses GPS navigation to find any site you provide, we keep these sites mapped and on laptops.

SPS is fully insured.

Thank you for considering Szoke Power Systems, Inc to provide you service needs.

Fred Szoke

DEPT.	Nassau County Funding Account (For Budget Purposes).	PRIMARY USE	Service Requirements.	3 Minor Quarterly PM	2 Hour Load Test	One Major PM	BRAND	KW	VOLTS	1st Minor Quarterly PM	2nd Minor Quarterly PM	3rd Minor Quarterly PM	2 Hour Load Test	One Annual Major PM	SUB TOTAL
BOCC Radio	01252525-548000-MCOMM	Hilliard Tower Site	One major, three minors, full 2 hour load bank test.	Y	Y	Y	Tradewind	35	240	\$ 130.00	\$ 130.00	\$ 130.00	\$ 300.00	\$ 350.00	\$ 1,040.00
BOCC Radio	01252525-548000-MCOMM	Callahan Tower Site	One major, three minors, full 2 hour load bank test.	Y	Y	Y	Tradewind	50	240	\$ 130.00	\$ 130.00	\$ 130.00	\$ 300.00	\$ 350.00	\$ 1,040.00
BOCC Radio	01252525-548000-MCOMM	Bryceville Tower Site	One major, three minors, full 2 hour load bank test.	Y	Y	Y	Tradewind	35	240	\$ 130.00	\$ 130.00	\$ 130.00	\$ 300.00	\$ 350.00	\$ 1,040.00
BOCC Radio	01252525-548000-MCOMM	Yulee Tower Site	One major, three minors, full 2 hour load bank test.	Y	Y	Y	Tradewind	50	240	\$ 130.00	\$ 130.00	\$ 130.00	\$ 300.00	\$ 350.00	\$ 1,040.00
BOCC Radio	01252525-548000-MCOMM	Fernandina Beach Tower Site	One major, three minors, full 2 hour load bank test.	Y	Y	Y	Tradewind	25	240	\$ 130.00	\$ 130.00	\$ 130.00	\$ 300.00	\$ 350.00	\$ 1,040.00
BOCC Radio	01252525-548000-MCOMM	Yulee Master Site	One major, three minors, full 2 hour load bank test.	Y	Y	Y	Tradewind	50	240	\$ 130.00	\$ 130.00	\$ 130.00	\$ 300.00	\$ 350.00	\$ 1,040.00
BOCC Radio	01252525-548000-MCOMM	Trailer Mount	One major, three minors, full 2 hour load bank test.	Y	Y	Y	Tradewind	50	240	\$ 130.00	\$ 130.00	\$ 130.00	\$ 300.00	\$ 350.00	\$ 1,040.00
<b>\$ 7,280.00</b>															
<b>TOTAL</b>															
<b>PER YEAR</b>															
<b>Comments:</b>															
Optional services not included in this contract year or pricing:															
Recommend fuel polishing at least every five to six years, air filters max time five years until replacement.															
Replace and flush coolant every six years with ELC. Replace drive belts every five years max.															
Replace drive belts every five years max.															
Since all these generators are fairly new, then this should not apply this contract year.															
<b>Contract Includes:</b>															
15W40 oil, oil filters, fuel filters, biocide fuel treatments, 3 each quarterly PMs, and one major PM with full load bank test															

**Szoke Power Systems, Inc.**

PO Box 8897  
 Fleming Island, FL 32006  
 USA

**QUOTATION**

Quote Number: 110716  
 Quote Date: Nov 7, 2016  
 Page: 1

Voice: 904 487 9515  
 Fax:

<b>Quoted To:</b>
Nassau County 45195 Musselwhite Road Callahan, FL 32011 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Nassau County	12/7/16	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		Hilliard Tower Site, emergency generator, major PM, add fuel biocides, replace fuel and oil filters.	350.00	350.00
3.00		Hilliard Tower Site, emergency generator, minor PM, building test.	130.00	390.00
1.00		Hilliard Tower Site, emergency generator, full load bank test.	300.00	300.00
1.00		Callahan Tower Site, emergency generator, major PM, add fuel biocides, replace fuel and oil filters.	350.00	350.00
3.00		Callahan Tower Site, emergency generator, minor PM, building test.	130.00	390.00
1.00		Callahan Tower Site, emergency generator, full load bank test.	300.00	300.00
1.00		Bryceville Tower Site, emergency generator, major PM, add fuel biocides, replace fuel and oil filters.	350.00	350.00
3.00		Bryceville Tower Site, emergency generator, minor PM, building test.	130.00	390.00
			Subtotal	Continued
			Sales Tax	Continued
			Freight	
			<b>TOTAL</b>	<b>Continued</b>

**Szoke Power Systems, Inc.**

PO Box 8897  
 Fleming Island, FL 32006  
 USA

**QUOTATION**

Quote Number: 110716  
 Quote Date: Nov 7, 2016  
 Page: 2

Voice: 904 487 9515  
 Fax:

<b>Quoted To:</b>
Nassau County 45195 Musselwhite Road Callahan, FL 32011 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Nassau County	12/7/16	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		Bryceville Tower Site, emergency generator, full load bank test.	300.00	300.00
1.00		Yulee Tower Site, emergency generator, major PM, add fuel biocides, replace fuel and oil filters.	350.00	350.00
3.00		Yulee Tower Site, emergency generator, minor PM, building test.	130.00	390.00
1.00		Yulee Tower Site, emergency generator, full load bank test.	300.00	300.00
1.00		Fernandina Tower Site, emergency generator, major PM, add fuel biocides, replace fuel and oil filters.	350.00	350.00
3.00		Fernandina Tower Site, emergency generator, minor PM, building test.	130.00	390.00
1.00		Fernandina Tower Site, emergency	300.00	300.00
			Subtotal	Continued
			Sales Tax	Continued
			Freight	
			<b>TOTAL</b>	<b>Continued</b>

**Szoke Power Systems, Inc.**

PO Box 8897  
 Fleming Island, FL 32006  
 USA

**QUOTATION**

Quote Number: 110716  
 Quote Date: Nov 7, 2016  
 Page: 3

Voice: 904 487 9515  
 Fax:

<b>Quoted To:</b>
Nassau County 45195 Musselwhite Road Callahan, FL 32011 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Nassau County	12/7/16	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		generator, full load bank test.		
1.00		Yulee Master Tower Site, emergency generator, major PM, add fuel biocides, replace fuel and oil filters.	350.00	350.00
3.00		Yulee Master Tower Site, emergency generator, minor PM, building test.	130.00	390.00
1.00		Yulee Master Tower Site, emergency generator, full load bank test.	300.00	300.00
1.00		Mobile Trailer, emergency generator, major PM, add fuel biocides, replace fuel and oil filters.	350.00	350.00
Subtotal				Continued
Sales Tax				Continued
Freight				
<b>TOTAL</b>				<b>Continued</b>



**Szoke Power Systems, Inc.**

PO Box 8897  
 Fleming Island, FL 32006  
 USA

**QUOTATION**

Quote Number: 110716  
 Quote Date: Nov 7, 2016  
 Page: 4

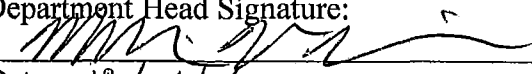
Voice: 904 487 9515  
 Fax:

<b>Quoted To:</b>
Nassau County 45195 Musselwhite Road Callahan, FL 32011 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Nassau County	12/7/16	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
3.00		Mobile Trailer, emergency generator, minor PM, building test.	130.00	390.00
1.00		Mobile Trailer, emergency generator, full load bank test.	300.00	300.00
<p>These preventative services do NOT include, replacement of drive belts, coolant, air filters or fuel polishing. These services are typically needed on a five or six year basis.</p>				
			Subtotal	7,280.00
			Sales Tax	
			Freight	
			<b>TOTAL</b>	<b>7,280.00</b>

Nassau County Board of County Commissioners  
Sole Source/Single Source Certification Form

Vendor Name: Szoke Power Systems, Inc. Department: County Radio Systems  
Address: PO Box 8897 Department Head Signature:   
Fleming Island, FL 32006  
Phone: (904) 487-9515 Date: 10/18/16  
Contact Name: Fred Szoke  
Account: 01252525-546000-MCOM Cost: \_\_\_\_\_

Description of Commodity:

Preventative maintenance and 24/7 support for emergency generators (7 each) for County 800mhz Radio System (Law Enforcement/Fire-Rescue/Emergency Management) Sites

Check one (1) of the following two (2) choices:

- Sole Source: The goods or services can be legally purchased from only one source.
- Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

15 OCT 19 3:12 PM '16

Please check all of the following that apply:

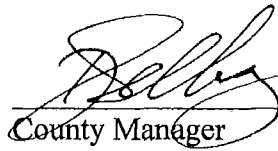
- Purchase can only be obtained from original manufacturer-not available through distributors.
- Only authorized area distributor of the original manufacturer.
- Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- This is the only known source that will meet the specialized needs of this department or perform the intended function.
- This source must be used to meet warranty or service maintenance requirements.
- This source is required for standardization.
- None of the above apply.

Comments/Explanations: (required)

The current maintenance/support contractor originally installed and integrated the respective generators and has been providing maintenance and support for these generators since installation. These generators are the most critical generators of the county due to the public life safety element in which they are supporting with respect to providing continuity of power to the critical radio system sites across the county. The current contractor's unique knowledge, and understanding of not only the generators as units, but the unique integration of these generators into the county radio system is detrimental to the expedient response and resolution of troubles that have arisen and may arise in the future. The current contractor has demonstrated the 24/7

availability on numerous occasions over the years and each incident was resolved in such an expedient manor that was only possible due to the unique knowledge the contractor has with these unique generator integrations as well as the understanding of the criticality of extreme availability and response to all troubles related to these generators and integration systems.

Approval:

  
County Manager

12/1/16  
Date

Effective Date: October 2012

**Nassau County Standard Purchase Order Terms and Conditions**

The following General Terms and Conditions shall apply to all purchases by or on behalf of Nassau County unless specifically provided otherwise in writing and signed by an authorized agent of Nassau County:

1. Electronic/Facsimile Transmission: If any Purchase Order is fully executed and is transmitted by fax or by other means of electronic transmission, such transmission shall have the legal significance of a duly executed original delivered to Vendor.
2. Prompt Payment. Nassau County abides by Florida Statute Chapter 218 with respect to all matters relating to the payment of Vendors. The normal terms of payment will be "Net 45 days" from receipt and acceptance of goods or services from a proper invoice.
3. Invoice. All invoices shall be addressed to the address as indicated on the Purchase Order and must include the Purchase Order number, Vendor's name, address and phone number, and clearly list quantities, item descriptions and units of measure.
4. Extra Charges. No additional charges of any kind, including charges for boxing, packing, transportation or other extras will be allowed unless specifically agreed to in writing by an authorized agent of Nassau County.
5. Discount: Discount will be computed from the date of satisfactory delivery, acceptance, or from receipt of correct invoice, whichever is later.
6. Tax Exemption. Nassau County is tax exempt from Federal Excise Tax and State Sales Tax. Nassau County shall provide tax exemption number upon request by Vendor.
7. Entire Agreement. This Agreement and any attachments and/or addenda hereto that are executed by the County's duly authorized agent constitute the entire and exclusive agreement between the parties. The county's placement of any order is expressly conditioned upon the vendor's acceptance of these terms and conditions Vendor's written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance of these terms. No terms stated by Vendor in accepting or acknowledging any purchase order shall be binding upon the County unless accepted in writing by the County and signed by an authorized County agent.
8. Amendment or Modification. No agreement or understanding that modifies these terms and conditions shall be binding upon the County unless in writing and signed by the County's authorized agent.
9. Assignment. No right or interest in this Agreement shall be assigned by Vendor without the written permission of County and no delegation of any obligation owed by either Vendor or County shall be made without the written permission of the other party.
10. Fiscal year Funding Appropriation: (a) Specified Period: Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of County, provided the term of the purchase order and conditions of renewal and extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to annual appropriations by the Board of County Commissioners of Nassau County. (b) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order shall be canceled

and Vendor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

11. Time is of the Essence. Time is of the essence in all Purchasing Agreements. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Vendor accountable for all damages sustained. If delivery dates cannot be met, Vendor agrees to advise the County, in writing, of the earliest possible shipping date for acceptance by the County. This provision is not in lieu of, and the County does not waive, any remedies provided by law.
12. Failure to Perform. Failure of the Vendor to perform as specified under any Purchasing Order may be cause for termination of that Purchasing Order. The County reserves the right (in addition to its other remedies) to cancel the Purchase order with respect to goods/services not provided to purchase goods/services from another source and to hold Vendor accountable for all damages sustained.
13. Termination for Convenience. The County may terminate for its convenience at any time, in whole or in part any Purchase order. In such event, County shall be liable only for materials or components procured, or work done or supplies partially fabricated within the authorization of the Purchasing Agreement. In no event shall County be liable for incidental or consequential damages by reasons of such termination.
14. Delivery. All prices must be F.O.B. Destination, freight prepaid. Vendor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage.
15. Packaging. All shipments will include an itemized list of each package's content, and reference the County's Purchase Order Number.
16. Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered which may for any reason occur prior to acceptance by the County. No such loss, injury or destruction shall release Vendor from any obligations under the Purchasing Agreement.
17. Inspection. Goods and Materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned to Vendor at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. The cost of inspection of goods rightfully rejected shall be charged to the Vendor. If reasonable inspection disclosed that part of the goods received are defective or nonconforming, the County shall have the right to cancel any unshipped portion of the order.
18. Quantity. The quantities of goods/services as indicated on the face of the Purchase Order must not be exceeded without prior written authorization from the County. Excess quantities may be returned to Vendor at Vendor's expense.
19. Warranty. Vendor warrants that all goods provided by Vendor under the Purchase Agreement shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Vendor or on the container or label. Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended. In addition, Vendor warrants that the goods/services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise, of any person, corporation, partnership, or association.

20. Non-Waiver of Rights. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

21. Indemnification. Vendor agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in anyway connected with the performance of this Agreement whether by act or because of or due to the mere existence of this Agreement between the parties.

22. Insurance. Vendor shall carry insurance in the categories and coverage amounts as provided on the face of the Purchase Order

23. Patents and Copyrights. Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor agrees at its own expense, to hold harmless and to defend County and its agents against any claims, suits, or proceedings brought against County for patent or copyright infringement occasioned by the manufacture, sale, or use of material supplied under this agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

24. Website Incorporation. Nassau County expressly states that it will not be bound by any content on the Vendor's website, even if the Vendor's documentation specifically referenced that content and attempts to incorporate it into any other communication unless the County has actual knowledge of such content and has expressly agreed to be bound by it in writing that has been signed by an authorized representative of the county.

25. Compliance with Laws. Vendor certifies that in performing its obligations under any and all Purchasing Agreements that they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.

26. Public Entity Crimes. In accordance with Section 287.133, Florida Statutes, Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

27. Governing Law. All Purchasing Agreements between the parties shall be governed by and construed according to the laws of the State of Florida and all applicable portions of the Florida Uniform Commercial Code. Venue for any action related to all Agreements between the parties shall be in Nassau County, Florida.

28. Anti-Discrimination. Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicaps, or other factors, except where such factor is a bonafide occupational qualification or is required by State and/or Federal Law.

29. Force Majeure. Performance of any obligation under this Agreement must be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosions, accidents, floods, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, any labor trouble, such as strike, lockout, or injunction (whether or not such labor event

is within the reasonable control of such party) or any other cause beyond the reasonable control of the party that delays, prevents, restricts, or limits the performance of this Agreement. The affected party shall invoke this provision by promptly notifying the other party of the nature and estimated duration or the suspension period. At County's option, the Agreement may be terminated or modified to account for the Force Majeure event. If the County fails to modify the Agreement within thirty (30) days of receipt of notification from the Vendor, the Agreement lapses with respect to any deliveries affected.

30. Public Records. Copies of documents, records, materials, and/or reproductions shall be requested in accordance with Chapter 119, Florida Statutes. Copyrighted material may be inspected, but cannot be copied or reproduced in accordance with.

31. Advertising. Vendor shall not publicly disseminate any information concerning any Agreement without prior written approval from the County, including but not limited to, mentioning the Agreement in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either a description of the Agreement or the name of the County in any material published, either in print or electronically, to any entity that is not a party to the Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

32. Relationship of Parties. Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of similar nature between the parties. The parties to this Agreement shall be considered independent contractors and neither party is granted the right or authority to assume or create any obligation on behalf of or in the name of the other.

33. Severability. If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

34. Notices.

All notices, consents, requests and other communications hereunder shall be in writing and shall be sent by hand delivery, or by certified or registered mail (return receipt requested) to the address below. Notices shall be deemed given: (i) at the time delivered, if personally delivered; (ii) at the time received, if mailed; and (iii) one (1) business day after timely delivery to the courier, if by overnight courier service. In the event either party needs to change addresses they may do so by sending written notice to the other party.

Add address

**GENERAL INFORMATION AND INSURANCE REQUIREMENTS**

Contractor agrees and does by this Agreement indemnify and hold harmless Nassau County Board of County Commissioners against all losses, damages, causes of action, claims or liabilities arising out of, or related to work performed by Contractor, its employees, agents, representatives, subcontractors, including but not limited to injuries to persons, property including any claim based on indoor air quality, mold or similar type claim, and including all costs and attorney's fees incurred by Contractor/Subcontractor. Contractor shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity set forth above.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

**INSURANCE COVERAGES FOR CONTRACTORS,  
SUBCONTRACTORS AND MATERIAL SUPPLIERS****COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$100,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$100,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Subcontractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Subcontractor.

### **PROPERTY INSURANCE**

The Contractor/Subcontractor shall purchase and maintain at the Contractor/Subcontractor's expense Builder's Risk insurance coverage for the life of this Contract.

This coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the contractor shall provide Builder's Risk insurance or an Installation Floater.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value. Covered perils should include, but are not limited to, fire, windstorm, hurricane, theft, vandalism and malicious intent.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, and Property Insurance to include Nassau County Board of County Commissioners as Additional Insured, including Completed Operations. Various Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractors obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.