

**15. Award CC-1220-03/TLC – Liftstation Repairs & Refurbishments to Southern Electric Supply Co., Inc. dba Rexel Mader Motor & Control of Sarasota and TLC Diversified, Inc. of Palmetto (Not-to-Exceed \$3,000,000.00 per year for both contractors).**

CC-1220-03/TLC will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the refurbishment of water/wastewater liftstations for 3-years with 2 one-year renewals. Work will be authorized on individual work orders issued on an as needed basis.

This project was publicly advertised and the County received six responses. The Review Committee comprised of Tom Owens, Gary Rudolph, and Marc Maheu, (all of Environmental Services/Water and Waste Water) evaluated the submittals. The Review Committee recommends awards to the lowest and second lowest priced, responsive, responsible bidders, Southern Electric Supply Co., Inc. dba Rexel Mader Motor & Control of Sarasota and TLC Diversified, Inc. of Palmetto. Authorization for services under these agreements shall be in the form of written Work Orders issued and executed by the County and signed by the Contractor. The not-to-exceed amount of the combined agreements is \$3,000,000.00 per year.

Environmental Services/Water & Wastewater Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreements as prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL  
BID TABULATION SHEET**

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: CC-1220-03/TLC  
 BID TITLE: Annual Liftstation Refurbishments  
 OPENING DATE: November 05, 2003, 2:00 P.M.

PAGE: 1 of

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	Southern Electric Supply dba Rexel Mader Motor & Control 7260 15 <sup>th</sup> St. E. Sarasota, FL 34243-3276 941 360-8298 Ph. 941 360-0400 Fx. Todd E. Staton, Branch Manager	TLC Diversified, Inc. 2719 17 <sup>th</sup> St. E. Palmetto, FL 34221 941 722-0621 Ph. 941 722-1382 Fx. Thurston Lamberson, Pres.	Sunshine Building & Dev. 291 Anchor Road Casselberry, FL 32707 407 339-6721 Ph. 407 331-7542 Fx. John T. Bush, Pres.	J&H Waterstop, Inc./Chinchor Electric, Inc. AJV 949 Shadick Dr. Orange City, FL 32763 386 774-4913 Ph. 386 774-9687 Fx. Scott Jorgensen/Timothy Chinchor, Presidents
<b>TOTAL AMOUNT OF BID</b>	<b>\$3,094,872.56</b>	<b>\$3,235,078.08</b>	<b>\$3,366,344.96</b>	<b>\$3,675,976.14</b>
Addenda (total of 1)	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes

Open and tabulated by: T. Roberts, CPPB

Posted: 11/06/2003  
 11/20/03 - Recommendation of Award: Southern Electric Supply & TLC Diversified

**B.C.C. - SEMINOLE COUNTY, FL  
BID TABULATION SHEET**

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 BID TITLE: Annual Liftstation Refurbishments  
 OPENING DATE: November 05, 2003, 2:00 P.M.

PAGE: 1 of

ITEM DESCRIPTION	Response 5	Response 6	Response	Response
	Gibbs & Register, Inc. 530 South Main St. Winter Garden, FL 34787 407 654-6133 Ph. 407 654-6134 Fx. John W. Gibbs, Pres.	Schuller Contractors, Inc. 8046 A Presidents Dr. Orlando, FL 32809 407 855-5572 Ph. 407 855-4922 Fx. Alexander Caputo, CFO		
<b>TOTAL AMOUNT OF BID</b>	<b>\$3,992,214.00</b>	<b>\$8,176,569.00</b>		
Addenda (total of 1)	Yes	Yes		
Bid Bond	Yes	Yes		
Trench Safety Act	Yes	Yes		
Bidder Information Form	Yes	Yes		
Experience of Bidder	Yes	Yes		
Non-Collusion Affidavit	Yes	Yes		
Certificate of Nonsegregated Facility	Yes	Yes		

Open and tabulated by: T. Roberts, CPPB

Posted: 11/06/2003

Recommendation of Award: TBA

BID FORM

SEMINOLE COUNTY, FLORIDA  
FOR THE CONSTRUCTION OF

PROJECT: LIFTSTATION REPAIRS & REFIRBISHMENTS

COUNTY CONTRACT NO. CC-1220-03/TLC

Name of Bidder: Southern Electric Supply Company Inc. DBA  
Rexel Mader Motor & Control

Mailing Address: 7260 15th Street East, Sarasota, FL 34243-3276

Street Address: Same

City/State/Zip: Same

Phone Number: ( 941 ) 360-8298

FAX Number: ( 941 ) 360-0400

Contractor License Number: CFC037177

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid); Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. One through One, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY by purchase.

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

GRAND TOTAL OF BID:                   \$3,094,872.56                    
(Lines 53+54+55) Numbers

Three million, ninety-four thousand, eight hundred seventy-two dollars and  
fifty-six cents.

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

- Section 00100 - Bid Forms, including alternates and addendum, if any.
- 5% of Amount of Bid as Bid Security. More details in Bid Documents.
- Section 00150 - Trench Safety Act Form
- Section 00160 - Bidder Information Forms
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 29th day of October, 2003.

Southern Electric Supply Company Inc.  
DBA Rexel Mader Motor & Control  
(Name of BIDDER)

  
(Signature of person signing this BID FORM)

Todd E. Staton  
(Printed name of person signing this BID FORM)

Branch Manager  
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bidder's Bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

CC-1220-03/TLC  
BID FORM

LIFTSTATION REPAIRS, REFURBISHMENTS and MAINTENANCE

BID ITEM NUMBER	DESCRIPTION	EST. ANNUAL QTY.	UNITS	UNIT PRICE	TOTAL PRICE
The total bid price is based on estimated annual quantities as indicated below. The estimated annual quantities are not guaranteed and may be increased or decreased as provided in the contract. Award will be based on the responsive, responsible bidders offering the lowest total bid prices.					
<b>ELECTRIC SERVICES</b>					
1a	Finish and Install 100 amp 240 volt, 3 phase electric service and Install County supplied control panel including core boring wet well and wiring to pumps (within 50 feet of transformer or power company hand hole).	12	each	5,579	66,948
1b	Adder for each additional foot over 50 feet for 100 amp 240 volt, 3 phase electric service from transformer or power company hand hole.	600	feet	10	6,000
2a	Furnish and Install 100 amp 480 volt, 3 phase electric service and Install County supplied control panel including core boring wet-well and wiring to pumps (within 50 feet of transformer or power company hand hole).	10	each	6,850	68,500
2b	Adder for each additional foot over 50 feet for 100 amp 480 volt, 3 phase electric service from transformer or power company hand hole (per foot).	600	feet	10	6,000
3a	Furnish and Install 150 amp 240 volt, 3 phase electric service and Install County supplied control panel including core boring wet-well and wiring to pumps (within 50 feet of transformer or power company hand hole).	5	each	6,629	33,145
3b	Adder for each additional foot over 50 feet for 150 amp 240 volt, 3 phase electric service from transformer or power company hand hole.	300	feet	13	3,900
4a	Furnish and Install 150 amp 480 volt, 3 phase electric service and Install County supplied control panel including core boring wet-well and wiring to pumps. (Within 50 feet of transformer or power company hand hole).	3	each	8,555	25,665
4b	Adder for each additional foot over 50 feet for 150 amp 480 volt, 3 phase electric service from transformer or power company hand hole.	250	feet	13	3,250
<b>VALVES AND PIPING</b>					
5	Furnish and Install 4" check valve.	35	each	1,300	45,500
6	Furnish and Install 6" check valve.	16	each	1,500	24,000
7	Furnish and Install 8" check valve.	4	each	2,100	8,400
8	Furnish and Install 10" check valve.	4	each	3,200	12,800
9	Furnish and Install 4" plug valve.	35	each	1,000	35,000
10	Furnish and Install 6" plug valve.	25	each	1,200	30,000
11	Furnish and Install 8" plug valve.	10	each	1,600	16,000
12	Furnish and Install 10" plug valve.	6	each	2,300	13,800
13	Furnish and Install valve vault 4" piping including stainless pressure gauge (single pump).	35	each	700	24,500
14	Furnish and Install valve vault 6" piping including stainless pressure gauge (single pump).	16	each	850	13,600

CC-1220-03/TLC  
**BID FORM**  
**LIFTSTATION REPAIRS, REFURBISHMENTS and MAINTENANCE**

BID ITEM NUMBER	DESCRIPTION	EST. ANNUAL QTY.	UNITS	UNIT PRICE	TOTAL PRICE
15	Furnish and Install valve vault 8" piping including stainless pressure gauge (single pump).	8	each	1,000	8,000
16	Furnish and Install valve vault 10" piping including stainless pressure gauge (single pump).	6	each	1,100	6,600
17	Furnish and Install (including bracing) 4" HDPE discharge piping within wet-well through to valve vault including stainless steel flanges and one 90 degree bend (single pump price per foot).	50	feet	175	8,750
18	Furnish and Install (including bracing) 6" HDPE discharge piping within wet-well through to valve vault including stainless steel flanges and one 90 degree bend (single pump price per foot).	35	feet	350	12,250
19	Furnish and Install (including bracing) 8" HDPE discharge piping within wet-well through to valve vault including stainless steel flanges and one 90 degree bend (single pump price per foot).	20	feet	450	9,000
20	Furnish and Install (including bracing) 10" HDPE discharge piping within wet-well through to valve vault including stainless steel flanges and one 90 degree bend (single pump price per foot).	16	feet	675	10,800
21	Install 4" pump base ell including anchors (ell supplied by County).	50	each	725	36,250
23	Install 6" pump base ell including anchors (ell supplied by County).	25	each	725	18,125
24	Install 8" pump base ell including anchors (ell supplied by County).	16	each	725	11,600
25	Install 10" pump base ell including anchors (ell supplied by County).	12	each	725	8,700
26	Furnish and Install 4" pump out.	50	each	2,365	118,250
27	Furnish and Install 6" pump out.	30	each	3,762	112,860
28	Furnish and Install 8" pump out.	16	each	4,967	79,472
29	Furnish and Install 10" pump out.	16	each	6,598	105,568
<b>WET-WELL REHABILITATION</b>					
30	Furnish and Install 36" x 48" aluminum hatch covers.	20	each	1,694	33,880
31	Furnish and Install 48" x 60" aluminum hatch covers.	16	each	1,911	30,576
32	Furnish and Install 60" x 72" aluminum hatch covers.	25	each	2,170	54,250
33	Furnish and Install 5/8" thick fiberglass wet-well liner with grouting 6' diameter (per foot depth).	300	feet	790	237,000
34	Furnish and Install 5/8" thick fiberglass wet-well liner with grouting 8' diameter (per foot depth).	200	feet	985	197,000
35	Furnish and Install 5/8" thick fiberglass wet-well liner with grouting 10' diameter (per foot depth).	150	feet	1,056	158,400
36	Furnish and Install protective coating system 6' diameter (per foot depth).	750	feet	365	273,750
37	Furnish and Install protective coating system 8' diameter (per foot depth).	500	feet	480	240,000
38	Furnish and Install protective coating system 10' diameter (per foot depth).	175	feet	560	98,000
39	Furnish and Install pump guide rails (including brackets) (per each set).	100	sets	405	40,500

CC-1220-03/TLC

BID FORM

LIFTSTATION REPAIRS, REFURBISHMENTS and MAINTENANCE

BID ITEM NUMBER	DESCRIPTION	EST. ANNUAL QTY.	UNITS	UNIT PRICE	TOTAL PRICE
<b>RESTORATION, CONCRETE SLAB AND ACCESS DRIVES</b>					
40	Furnish and Install 4" thick concrete slab-work.	600	sq.yd.	85	51,000
41	Furnish and Install 6" thick concrete slab-work.	1200	sq.yd.	95	114,000
42	Furnish and Install 8" thick concrete slab-work.	350	sq.yd.	105	36,750
43	Furnish and Install 2" thick asphalt overlay.	1000	sq.yd.	36	36,000
44	Furnish and Install 2" thick asphalt overlay with 12" base material.	500	sq.yd.	54	27,000
45	Furnish and Install Bahai Sod.	1500	sq.yd.	17	25,500
46	Furnish and Install St. Augustine Sod.	1000	sq.yd.	19	19,000
<b>MISCELLANEOUS LABOR TOOLS AND EQUIPMENT</b>					
47	Foreman w/truck and small tools. (per hour).	350	hours	75	26,250
48	Laborer ( per hour).	1000	hours	50	50,000
49	10 yard dump truck - driver included (per hour).	250	hours	65	16,250
50	Rubber tire back hoe - JD410 or equivalent operator included (per hour).	500	hours	55	27,500
51	By-pass pumping to take Lift Station off-line during rehabilitation (per site)	50	sites	3,500	175,000
52	Pressure grouting to stop infiltration (per pound).	1000	lbs	25	25,000
53	<b>SUBTOTAL, BID ITEMS 1 THROUGH 52</b>				2,975,839
54	Percentage proposed to cover Mobilization, Demobilization, Bonds, Permits and General Conditions (The proposed percentage will be applied to the bid items ordered and is limited to a maximum of 5%) (Enter your proposed percentage (up to a maximum of 5%), apply it to line 53, and enter the amount in the total column)			%	amount
				3	89,275.17
55	Percentage proposed to cover Maintenance of Traffic (The proposed percentage will be applied to the bid items ordered and is limited to a maximum of 1%) (Enter your proposed percentage (up to a maximum of 1%), apply it to Line 53, and enter the amount in the total column)			%	amount
				1	29,758.39
56	<b>GRAND TOTAL FOR BID AWARD PURPOSES (Line 53+54+55)</b>				3,094,872.56

If Bidder is not the successful Bidder as the Prime Supplier, will Bidder be willing to serve as a stand-by (Secondary) supplier under the terms, conditions, and prices as stated herein?

(Circle "Yes" or "No")

Yes

No

BID FORM

SEMINOLE COUNTY, FLORIDA  
FOR THE CONSTRUCTION OF

PROJECT: LIFTSTATION REPAIRS & REFIRBISHMENTS  
COUNTY CONTRACT NO. CC-1220-03/TLC

Name of Bidder: TLC DIVERSIFIED INC

Mailing Address: 2719 17TH STREET E.

Street Address: SAME

City/State/Zip: PALMETTO, FL 34221

Phone Number: (941) 722-0621

FAX Number: (941) 722-1382

Contractor License Number: CBC 041816

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 2, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

**Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY by purchase.**

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

GRAND TOTAL OF BID: \$ 3,235,078.08  
(Lines 53+54+55) Numbers

Three million two hundred thirty five thousand seventy eight  
end eight cents

(IN WORDS)

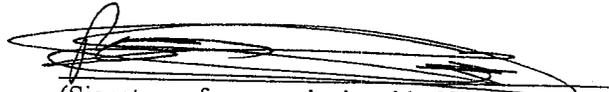
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

**The Bidder acknowledges the receipt, execution, and return of the following forms:**

- Section 00100 - Bid Forms, including alternates and addendum, if any.
- 5% of Amount of Bid as Bid Security. More details in Bid Documents.
- Section 00150 - Trench Safety Act Form
- Section 00160 - Bidder Information Forms
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 5 day of NOV., 2003.

TLC DIVERSIFIED, Inc  
(Name of BIDDER)

  
(Signature of person signing this BID FORM)

THURSTON LAMBERSON  
(Printed name of person signing this BID FORM)

PRESIDENT  
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS BIDDER'S BOND

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

CC-1220-03/TLC  
 BID FORM

LIFTSTATION REPAIRS, REFURBISHMENTS and MAINTENANCE

BID ITEM NUMBER	DESCRIPTION	EST. ANNUAL QTY.	UNITS	UNIT PRICE	TOTAL PRICE
The total bid price is based on estimated annual quantities as indicated below. The estimated annual quantities are not guaranteed and may be increased or decreased as provided in the contract. Award will be based on the responsive, responsible bidders offering the lowest total bid prices.					
<b>ELECTRIC SERVICES</b>					
1a	Finish and Install 100 amp 240 volt, 3 phase electric service and Install County supplied control panel including core boring wet well and wiring to pumps (within 50 feet of transformer or power company hand hole).	12	each	5785	69,420
1b	Adder for each additional foot over 50 feet for 100 amp 240 volt, 3 phase electric service from transformer or power company hand hole.	600	feet	11.28	6768
2a	Furnish and Install 100 amp 480 volt, 3 phase electric service and Install County supplied control panel including core boring wet-well and wiring to pumps (within 50 feet of transformer or power company hand hole).	10	each	7925	79,250
2b	Adder for each additional foot over 50 feet for 100 amp 480 volt, 3 phase electric service from transformer or power company hand hole (per foot).	600	feet	11.28	6768
3a	Furnish and Install 150 amp 240 volt, 3 phase electric service and Install County supplied control panel including core boring wet-well and wiring to pumps (within 50 feet of transformer or power company hand hole).	5	each	6800	34,000
3b	Adder for each additional foot over 50 feet for 150 amp 240 volt, 3 phase electric service from transformer or power company hand hole.	300	feet	13.54	4,062
4a	Furnish and Install 150 amp 480 volt, 3 phase electric service and Install County supplied control panel including core boring wet-well and wiring to pumps. (Within 50 feet of transformer or power company hand hole).	3	each	8600	25,800
4b	Adder for each additional foot over 50 feet for 150 amp 480 volt, 3 phase electric service from transformer or power company hand hole.	250	feet	13.54	3385
<b>VALVES AND PIPING</b>					
5	Furnish and Install 4" check valve.	35	each	672	23,520
6	Furnish and Install 6" check valve.	16	each	908	14,528
7	Furnish and Install 8" check valve.	4	each	1298	5,192
8	Furnish and Install 10" check valve.	4	each	2247	8988
9	Furnish and Install 4" plug valve.	35	each	461	16,135
10	Furnish and Install 6" plug valve.	25	each	638	15,950
11	Furnish and Install 8" plug valve.	10	each	1109	11,090
12	Furnish and Install 10" plug valve.	6	each	1706	10,236
13	Furnish and Install valve vault 4" piping including stainless pressure gauge (single pump).	35	each	2890	101,105
14	Furnish and Install valve vault 6" piping including stainless pressure gauge (single pump).	16	each	3465	55,440

CC-1220-03/TLC

BID FORM

LIFTSTATION REPAIRS, REFURBISHMENTS and MAINTENANCE

BID ITEM NUMBER	DESCRIPTION	EST. ANNUAL QTY.	UNITS	UNIT PRICE	TOTAL PRICE
15	Furnish and Install valve vault 8" piping including stainless pressure gauge (single pump).	8	each	6685	53,480
16	Furnish and Install valve vault 10" piping including stainless pressure gauge (single pump).	6	each	7100	42,600
17	Furnish and Install (including bracing) 4" HDPE discharge piping within wet-well through to valve vault including stainless steel flanges and one 90 degree bend (single pump price per foot).	50	feet	153	7,650
18	Furnish and Install (including bracing) 6" HDPE discharge piping within wet-well through to valve vault including stainless steel flanges and one 90 degree bend (single pump price per foot).	35	feet	175	6,125
19	Furnish and Install (including bracing) 8" HDPE discharge piping within wet-well through to valve vault including stainless steel flanges and one 90 degree bend (single pump price per foot).	20	feet	310	6,200
20	Furnish and Install (including bracing) 10" HDPE discharge piping within wet-well through to valve vault including stainless steel flanges and one 90 degree bend (single pump price per foot).	16	feet	425	6,800
21	Install 4" pump base ell including anchors (ell supplied by County).	50	each	1184	59,200
23	Install 6" pump base ell including anchors (ell supplied by County).	25	each	1184	29,600
24	Install 8" pump base ell including anchors (ell supplied by County).	16	each	1190	19,040
25	Install 10" pump base ell including anchors (ell supplied by County).	12	each	1910	22,920
26	Furnish and Install 4" pump out.	50	each	3350	167,500
27	Furnish and Install 6" pump out.	30	each	4850	145,500
28	Furnish and Install 8" pump out.	16	each	6000	96,000
29	Furnish and Install 10" pump out.	16	each	6250	100,000
<b>WET-WELL REHABILITATION</b>					
30	Furnish and Install 36" x 48" aluminum hatch covers.	20	each	1108	22,160
31	Furnish and Install 48" x 60" aluminum hatch covers.	16	each	1350	21,600
32	Furnish and Install 60" x 72" aluminum hatch covers.	25	each	1780	44,500
33	Furnish and Install 5/8" thick fiberglass wet-well liner with grouting 6' diameter (per foot depth).	300	feet	675	202,500
34	Furnish and Install 5/8" thick fiberglass wet-well liner with grouting 8' diameter (per foot depth).	200	feet	815	163,000
35	Furnish and Install 5/8" thick fiberglass wet-well liner with grouting 10' diameter (per foot depth).	150	feet	1125	168,750
36	Furnish and Install protective coating system 6' diameter (per foot depth).	750	feet	266	199,500
37	Furnish and Install protective coating system 8' diameter (per foot depth).	500	feet	396	198,000
38	Furnish and Install protective coating system 10' diameter (per foot depth).	175	feet	495	86,625
39	Furnish and Install pump guide rails (including brackets) (per each set).	100	sets	1015	101,500

CC-1220-03/TLC

BID FORM

LIFTSTATION REPAIRS, REFURBISHMENTS and MAINTENANCE

BID ITEM NUMBER	DESCRIPTION	EST. ANNUAL QTY.	UNITS	UNIT PRICE	TOTAL PRICE
<b>RESTORATION, CONCRETE SLAB AND ACCESS DRIVES</b>					
40	Furnish and Install 4" thick concrete slab-work.	600	sq.yd.	75	45,000
41	Furnish and Install 6" thick concrete slab-work.	1200	sq.yd.	85	102,000
42	Furnish and Install 8" thick concrete slab-work.	350	sq.yd.	95	33,250
43	Furnish and Install 2" thick asphalt overlay.	1000	sq.yd.	24.50	24,500
44	Furnish and Install 2" thick asphalt overlay with 12" base material.	500	sq.yd.	44	22,000
45	Furnish and Install Bahai Sod.	1500	sq.yd.	7.70	11,550
46	Furnish and Install St. Augustine Sod.	1000	sq.yd.	6.40	6,400
<b>MISCELLANEOUS LABOR TOOLS AND EQUIPMENT</b>					
47	Foreman w/truck and small tools. (per hour).	350	hours	85	29,750
48	Laborer ( per hour).	1000	hours	50	50,000
49	10 yard dump truck - driver included (per hour).	250	hours	45	11,250
50	Rubber tire back hoe - JD410 or equivalent operator included (per hour).	500	hours	25	12,500
51	By-pass pumping to take Lift Station off-line during rehabilitation (per site)	50	sites	4280	214,000
52	Pressure grouting to stop infiltration (per pound).	1000	lbs	22	22,000
53	<b>SUBTOTAL, BID ITEMS 1 THROUGH 52</b>				<b>3,037,632</b>
54	Percentage proposed to cover Mobilization, Demobilization, Bonds, Permits and General Conditions (The proposed percentage will be applied to the bid items ordered and is limited to a maximum of 5%) (Enter your proposed percentage (up to a maximum of 5%), apply it to line 53, and enter the amount in the total column)			% 5	amount 151,881.00
55	Percentage proposed to cover Maintenance of Traffic (The proposed percentage will be applied to the bid items ordered and is limited to a maximum of 1%) (Enter your proposed percentage (up to a maximum of 1%), apply it to Line 53, and enter the amount in the total column)			% 1.5	amount 45,564.48
56	<b>GRAND TOTAL FOR BID AWARD PURPOSES</b> (Line 53+54+55)				<b>3,235,078.00</b>

If Bidder is not the successful Bidder as the Prime Supplier, will Bidder be willing to serve as a stand-by (Secondary) supplier under the terms, conditions, and prices as stated herein?

(Circle "Yes" or "No")

Yes

No

**AGREEMENT (CC-1220-03/TLC)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **TLC DIVERSIFIED, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2719 17<sup>th</sup> Street East, Palmetto, Florida 34221, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

**W I T N E S S E T H:**

**SECTION 1. SERVICES.** The COUNTY does hereby retain the CONTRACTOR to furnish liftstation repairs and refurbishment services in accordance with Project No. CC-1220-03/TLC and with terms and conditions as described in Exhibit "A," attached hereto. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work; and

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for performance of repairs and refurbishment services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and

executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects, nor that the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

**SECTION 5. COMPENSATION.**  
(a) The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the Rate Schedule attached as Exhibit "C". The total amount of compensation paid to all contractors under CC-1220-03/TLC shall not exceed the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00).

(b) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY at the close of each calendar month an itemized

invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number, and all other information required by this Agreement.

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Environmental Services  
Water and Wastewater Division  
500 W. Lake Mary Boulevard  
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

**SECTION 6. CONTRACTOR'S REPRESENTATIONS.** In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, with all local conditions, and Federal, State and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress or performance of the Contract.

(b) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents, including all work or materials which within a period of two (2) years from acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from, and additional to, CONTRACTOR's warranty that the work has been completed in compliance

with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon Contractor's other warranties or Material and Workmanship Bond.

(c) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the work. CONTRACTOR declares and agrees that all costs related to performing the work in compliance with the requirements of all permits at the contract price are included in the contract price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the work.

**SECTION 7. CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement including Work Orders.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond applicable to Work Orders.
- (f) Payment Bond applicable to Work Orders.
- (g) Material and Workmanship Bond applicable to Work Orders over \$50,000.00.
- (h) General Conditions.
- (i) Supplementary Conditions.
- (j) Notice To Proceed.
- (k) Change Orders.
- (l) Certificate of Substantial Completion.
- (m) Certificate of Final Inspection.

- (n) Certificate of Engineer.
- (o) Certificate of Final Completion.
- (p) CONTRACTOR's Release.
- (q) Drawings and Plans.
- (r) Supplemental Agreements.
- (s) CONTRACTOR's Waiver of Lien (Partial).
- (t) CONTRACTOR's Waiver of Lien (Final and Complete).
- (u) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (v) Consent of Surety to Final Payment.
- (w) Instructions to Bidders.
- (x) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

**SECTION 8. MISCELLANEOUS.**

(a) Terms used in this Agreement, which are defined in Section 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect, and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**SECTION 9. CONTRACTOR'S SPECIFIC CONSIDERATION.** In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or one percent (1%) of the contract sum, whichever is greater. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

**SECTION 10. NOTICES.** Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Environmental Services  
500 W. Lake Mary Blvd.  
Sanford, FL 32773

**For CONTRACTOR:**

CONTRACTOR's Superintendent, Thurston Lamberson  
TLC Diversified, Inc.  
2719 17<sup>th</sup> St. E.  
Palmetto, FL 34221

**SECTION 11. CONFLICT OF INTEREST.**

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

**SECTION 12. MATERIAL BREACHES OF AGREEMENT.**

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by Project Manager, the Project Manager shall issue a Stop Work Order suspending the work or any specific portion of the work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by Project Manager, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

**SECTION 13. AGREEMENT AND WORK ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

**SECTION 14. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party, and in such cases, only by a document of equal dignity herewith.

**SECTION 15. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 16. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by

all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY or CONTRACTOR or by ENGINEER on their behalf.

ATTEST: TLC DIVERSIFIED, INC.

\_\_\_\_\_  
JOANNE LAMBERSON, Secretary  
(CORPORATE SEAL)

By: \_\_\_\_\_  
THURSTON LAMBERSON, President

Date: \_\_\_\_\_

ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

AC/lpk  
11/24/03  
CC-1220-TLC

- 3 Attachments:
- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Work Order
- Exhibit "C"- Rate Schedule

**AGREEMENT (CC-1220-03/TLC)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SOUTHERN ELECTRIC SUPPLY D/B/A REXEL MADER MOTOR & CONTROL**, duly authorized to conduct business in the State of Florida, whose address is 7260 15<sup>th</sup> Street E., Sarasota, Florida 34243-3276, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

**W I T N E S S E T H:**

**SECTION 1. SERVICES.** The COUNTY does hereby retain the CONTRACTOR to furnish liftstation repairs and refurbishment services in accordance with Project No. CC-1220-03/TLC and with terms and conditions as described in Exhibit "A," attached hereto. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work; and

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for performance of repairs and refurbishment services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and

executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects, nor that the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

**SECTION 5. COMPENSATION.**

(a) The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement in accordance with the Rate Schedule attached as Exhibit "C". The total amount of compensation paid to all contractors under CC-1220-03/TLC shall not exceed the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00).

(b) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY at the close of each calendar month an itemized

invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number, and all other information required by this Agreement.

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Environmental Services  
Water and Wastewater Division  
500 W. Lake Mary Boulevard  
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

**SECTION 6. CONTRACTOR'S REPRESENTATIONS.** In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, with all local conditions, and Federal, State and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress or performance of the Contract.

(b) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents, including all work or materials which within a period of two (2) years from acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from, and additional to, CONTRACTOR's warranty that the work has been completed in compliance

with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon Contractor's other warranties or Material and Workmanship Bond.

(c) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the work. CONTRACTOR declares and agrees that all costs related to performing the work in compliance with the requirements of all permits at the contract price are included in the contract price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the work.

**SECTION 7. CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement including Work Orders.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond applicable to Work Orders.
- (f) Payment Bond applicable to Work Orders.
- (g) Material and Workmanship Bond applicable to Work Orders over \$50,000.00.
- (h) General Conditions.
- (i) Supplementary Conditions.
- (j) Notice To Proceed.
- (k) Change Orders.
- (l) Certificate of Substantial Completion.
- (m) Certificate of Final Inspection.

- (n) Certificate of Engineer.
- (o) Certificate of Final Completion.
- (p) CONTRACTOR's Release.
- (q) Drawings and Plans.
- (r) Supplemental Agreements.
- (s) CONTRACTOR's Waiver of Lien (Partial).
- (t) CONTRACTOR's Waiver of Lien (Final and Complete).
- (u) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (v) Consent of Surety to Final Payment.
- (w) Instructions to Bidders.
- (x) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

**SECTION 8. MISCELLANEOUS.**

(a) Terms used in this Agreement, which are defined in Section 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect, and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**SECTION 9. CONTRACTOR'S SPECIFIC CONSIDERATION.** In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or one percent (1%) of the contract sum, whichever is greater. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

**SECTION 10. NOTICES.** Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Environmental Services  
500 W. Lake Mary Blvd.  
Sanford, FL 32773

**For CONTRACTOR:**

CONTRACTOR's Superintendent, Richard S. Waterman  
Southern Electric Supply d/b/a Rexel Mader Motor & Control  
7260 15<sup>th</sup> St. E.  
Sarasota, FL 34243-3276

**SECTION 11. CONFLICT OF INTEREST.**

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

**SECTION 12. MATERIAL BREACHES OF AGREEMENT.**

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by Project Manager, the Project Manager shall issue a Stop Work Order suspending the work or any specific portion of the work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by Project Manager, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

**SECTION 13. AGREEMENT AND WORK ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

**SECTION 14. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party, and in such cases, only by a document of equal dignity herewith.

**SECTION 15. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 16. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by

all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY or CONTRACTOR or by ENGINEER on their behalf.

SOUTHERN ELECTRIC SUPPLY  
D/B/A REXEL MADER MOTOR & CONTROL

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
RICHARD S. WATERMAN  
Executive Vice-President

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AC/lpk  
11/24/03  
CC-1220

- 3 Attachments:
- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Work Order
- Exhibit "C"- Rate Schedule