

**AMENDMENT # 1 TO AGREEMENT
BETWEEN SUMTER COUNTY AND
POWER PRO-TECH SERVICES**

WHEREAS, on or about, February 14, 2012 Power Pro-Tech Services (“Generator Contract”), and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the “Board”), entered into an Agreement (the “Agreement”), in which the contractor agreed to provide generator services for specified generator units that are maintained by the Board,
and;

WHEREAS, the parties wish to amend the Agreement to more accurately memorialize the intentions of the parties with regard to the following item:

1st additional one year extension with Power Pro-Tech commencing February 14, 2013 through February 14, 2014.

THEREFORE, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend the Agreement by this writing (the “Amendment”) and state the following:

1. That the “WHEREAS” recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.

2. As to the Original Contract:

The following language shall replace the original language of the unnumbered paragraphs of the Contract beginning with “It is agreed that the work to be done ...” and ending with “negotiation of price by the Contract Manager and Vendor” and shall be acknowledged as enforceable by both parties hereto:

This Contract shall be for a term commencing February 14, 2013 and ending February 14, 2014. Either party may cancel the contract upon the provision of 30 days written notice, either by electronic or U.S. mail. Sumter County may increase or decrease the scope of service provided by the Contractor upon the provision of 30 days written notice, either by electronic or U.S. mail.

3. It is agreed that the work to be done under this Contract is to provide all services as set forth in the “Power Pro-Tech Services”, proposal, standard specifications and any addenda thereto, said documents attached hereto and incorporated herein.
4. The Contract is hereby extended for one (1) twelve month period, in accordance with the original contract “term” item (4), allowing for two additional terms of service with consent of both parties. The contract term beginnings February 14, 2012 and ends February 14, 2015. The terms of this Amendment shall become effective upon commencement of the extension recognized herein.
5. Any provisions of the Contract not replaced or contradicted by this Amendment remains in full force and effect, in the event of any conflict.

6. As to this Amendment:

E-Verify is a system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. The contractor agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file by the general contractor and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any contractor deemed to be non-compliant; potential actions may include,

but are not limited to, cancellation of the contract and/or suspending or debaring the contractor from performing services for the County.

7. STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for Sumter County, the “Standard Insurance Requirements” described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for Sumter County, a COI will be required. The requirements contained herein, as well as the County’s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of A- or higher by A.M. Best with the exception of self-insured insurance companies, pursuant to F.S. 627.442. If F.S. 627.442 applies, the contractor shall provide written confirmation from the insurance company that they are self-insured.

Commercial General Liability The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain **\$1,000,000** Each Occurrence and **\$1,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker’s Compensation Insurance & Employers Liability The Contractor shall maintain its own Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis).**

Umbrella or Excess Liability (needed for large contracts as determined by Risk Management) The Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence and **\$2,000,000** Aggregate. The Contractor shall endorse the County as an “Additional Insured” on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure “True Follow-Form” basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or E & O Liability (when applicable) The Contractor shall maintain a Professional Liability or E & O policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the County as an “Additional Insured” on the Professional and/or E & O Liability.

Additional Insured The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor’s Commercial Umbrella/Excess Liability as required herein.

Indemnification The Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Contractor.

Builder's Risk (when applicable) The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Contractor shall endorse the County as Additional Insured, or Loss Payee, on the Builder's Risk.

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the County, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Contractor written notice of such revision or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder’s Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
3. Clearly identify each policy’s limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
Attention: Financial Services Department
7375 Powell Road, Suite 206
Wildwood, FL 34785

Item	LOCATION	TYPE	Fuel	Size	Minor	MINOR X 3	MAJOR X 1	FUEL TANK INSPECTIONS	ANNUAL TOTAL
1	JUDICIAL CENTER	ONAN	DIESEL	600	\$ 120.00	\$ 360.00	\$ 1,549.00	\$ 100.00	\$ 2,009.00
2	TRANSIT FACILITY	KOHLER	DIESEL	40	\$ 120.00	\$ 360.00	\$ 511.00	N/A	\$ 871.00
3	PUBLIC WORKS	ONAN	DIESEL	25	\$ 120.00	\$ 360.00	\$ 505.00	N/A	\$ 865.00
4	TAX COLLECTOR	ONAN	DIESEL	25	\$ 120.00	\$ 360.00	\$ 505.00	N/A	\$ 865.00
5	DETENTION CENTER	ONAN	DIESEL	80	\$ 120.00	\$ 360.00	\$ 545.00	N/A	\$ 905.00
6	COURTHOUSE	ONAN	DIESEL	500	\$ 120.00	\$ 360.00	\$ 1,511.00	\$ 100.00	\$ 1,971.00
7	911 UNIT	ONAN	DIESEL	50	\$ 120.00	\$ 360.00	\$ 528.00	N/A	\$ 888.00
8	EMERGENCY MGMT #1	KOHLER	DIESEL	155	\$ 120.00	\$ 360.00	\$ 648.00	\$ 100.00	\$ 1,108.00
9	EMERGENCY MGMT #2	GENERAC	LP	150	\$ 120.00	\$ 360.00	\$ 698.00	N/A	\$ 1,058.00
10	EMERGENCY MGMT #3	GENERAC	DIESEL	45	\$ 120.00	\$ 360.00	\$ 511.00	N/A	\$ 871.00
11	BUSHNELL HEALTH DEPT	KOHLER	DIESEL	150	\$ 120.00	\$ 360.00	\$ 648.00	\$ 100.00	\$ 1,108.00
12	LAKE PANA FIRE STATION	ONAN	LP	45	\$ 120.00	\$ 360.00	\$ 561.00	N/A	\$ 921.00
13	COLEMAN FIRE STATION	GENERAC	LP	100	\$ 120.00	\$ 360.00	\$ 605.00	N/A	\$ 965.00
14	K-DORM	KOHLER	DIESEL	230	\$ 120.00	\$ 360.00	\$ 903.00	N/A	\$ 1,263.00
15	NEW JAIL #1	CAT	DIESEL	500	\$ 120.00	\$ 360.00	\$ 1,566.00	\$ 100.00	\$ 2,026.00
16	NEW JAIL #2	ONAN	DIESEL	500	\$ 120.00	\$ 360.00	\$ 1,511.00	\$ 100.00	\$ 1,971.00
17	WEST BUSHNELL FIRE STATION	GENERAC	LP	100	\$ 120.00	\$ 360.00	\$ 605.00	N/A	\$ 965.00
18	WILDWOOD HEALTH DEPT	GENERAC	LP	100	\$ 120.00	\$ 360.00	\$ 605.00	N/A	\$ 965.00
19	WILDWOOD FIRE STATION	GENERAC	LP	100	\$ 120.00	\$ 360.00	\$ 605.00	N/A	\$ 965.00
20	SERVICE CENTER	ONAN	LP	150	\$ 120.00	\$ 360.00	\$ 698.00	N/A	\$ 1,058.00
21	SUPERVISOR OF ELECTIONS	KOHLER	DIESEL	125	\$ 120.00	\$ 360.00	\$ 631.00	\$ 100.00	\$ 1,091.00
ANNUAL COST								TOTAL	\$ 24,709.00

New Unit

BUSHNELL HEALTH DEPT	GENERAC	LP	25	\$ 120.00	\$ 360.00	\$ 555.00	N/A	\$ 915.00	Old unit
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Dated this 12th Day of FEBRUARY 2013

Power Pro-Tech Services

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SUMTER COUNTY

Honorable Doug Gilpin, Chairman
Board of County Commissioners