

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF  
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET  
December 15, 2015 - 5:30 PM**

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**NOTICE TO THE PUBLIC**

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes).

Accommodation for the disabled (hearing or visually impaired, etc.) may be arranged with advance notice of seven (7) days before the scheduled meeting, by dialing (352) 726-2611 weekdays from 8 AM to 4 PM.

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**ENCLOSURES\***

- 1) INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL**
  
- 2) PLEASE SILENCE ELECTRONIC DEVICES**
  
- 3) ACCEPTANCE OF AGENDA**
  
- 4) PUBLIC HEARINGS**
  
- 5) OPEN PUBLIC MEETING**  
*The public is invited to express opinion on any item for this meeting or pending action at a future meeting of City Council. (Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)*
  
- 6) PRE-SCHEDULED PUBLIC APPEARANCES**
  - a) Waste Management - Check Presentation
  
- 7) MAYOR'S LOCAL ACHIEVEMENT AWARDS**

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**8) CITY ATTORNEY REPORT**

**9) CONSENT AGENDA**

4 a) Bill Listing \*

Recommendation - Approval

5 - 9 b) Council Minutes - 12/01/2015 \*

Recommendation - Approval

10 - 11 c) Proclamation - "National Mentoring Month"

Recommendation - Approval

**10) CITY MANAGER'S REPORT Correspondence/Reports/Recommendations**

12 - 14 a) Budget Development Schedule - FY 2016/17\*

15 - 213 b) Lake County Fire Dept. - Piggyback Bid\*

214 - 217 c) Land Exchange - Easement\*

218 - 220 d) Hilltoppers US Swim Team Fee Schedule - Resolution\*

221 - 354 e) Zephyr Street Bid Recommendation\*

f) State of the City - Verbal Presentation

g) Other

**11) COUNCIL/MAYOR SUBJECTS**

**12) NON-SCHEDULED PUBLIC COMMENT**

*(Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)*

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF  
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December 15, 2015 - 5:30 PM**

**13) ADJOURNMENT**

a)

**DATES TO REMEMBER**

Christmas Observance

Thursday, December 24th, 2015, and Friday, December 25th, 2015

City Administrative Offices Closed

(Sanitation Service; Satellite Parks, Utilities & Sheriff Operate)

New Year's Day Observance

Friday, January 1st, 2016

City Administrative Office Closed

(Sanitation Service; Satellite Parks, Utilities & Sheriff Operate)

Inverness City Council Regular Meeting

Tuesday, January 5th, 2016 at 5:30pm

Inverness Government Center



12/10/2015 12:37  
pcarnevale

CITY OF INVERNESS  
CASH REQUIREMENTS REPORT

P 1  
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 12/31/15
			TOTALS FOR TIME WARNER CABLE		210.27
			TOTALS FOR CASHIER, DEPT. OF COMMUNITY AFFAIRS		175.00
			TOTALS FOR CITRUS CTY BOARD OF COMMISSIONERS		115,958.12
			TOTALS FOR CDW GOVERMENT		1,102.50
			TOTALS FOR CITRUS COUNTY BOARD OF COMMISSIONER		61,989.43
			TOTALS FOR WOODARD & CURRAN, INC		107,266.45
			TOTALS FOR US LEGAL SERVICES, INC		37.50
			TOTALS FOR THE DAILY SUN		320.00
			REPORT TOTALS		287,059.27

\*\* END OF REPORT - Generated by Paula Carnevale \*\*

December 1<sup>st</sup>, 2015  
5:30 PM

The City Council of the City of Inverness met on the above date in Regular Session at 212 W. Main Street with the following members present:

President Hepfer (Not Present)  
Vice President Ryan  
Councilwoman Bega  
Councilman McBride  
Councilman Hinkle  
Mayor Plaisted

Also present were City Manager DiGiovanni, City Attorney Haag, Asst. City Manager Williams, Community Development Director Day, Project Director Malm, Finance Director Chiodo, Fire Chief Campfield, Deputy Clerk Jackson and City Clerk Davis.

The Invocation was given by Councilman McBride and the Pledge of Allegiance was led by the City Council.

**ACCEPTANCE OF AGENDA**

**Councilman Hinkle motioned to accept the Agenda as presented. Seconded by Councilman McBride. The motioned carried.**

**PUBLIC HEARINGS**

**4) a) Budget Amendment – Zephyr Street/SCADA Projects** was addressed. City Manager DiGiovanni explained that this addresses projects; i.e. Supervisory Control and Data Acquisition (SCADA), which will provide continual monitoring of the Utility system functions and performance, enabling staff to recognize concerns before failure is experienced. Utilization of \$87,000 will move funds from one area of budget into an expenditure. Zephyr Street Improvement project required adjustments to the design to improve pedestrian items near and about the mobile home park, along the corridor, and noted that Impact Fees are available to use in support of this project. This action increases the size of the budget, which requires a Public Hearing to receive public comment.

**Vice President Ryan opened the Public Hearing.**

**There was no one speaking for or against the issue.**

**The Public Hearing was closed**

Council Discussion:

Councilman McBride asked if this monitoring system was in place, would it have affected the incident which occurred over summer which affected water for over a week. City Manager DiGiovanni advised yes and explained how it would have benefited to be able to isolate where the problem was much quicker. He noted that \$300,000 will get us a base of a good SCADA system and will provide a sufficiency in monitoring and detail. We may want to make adjustments to expand the system or components in the next fiscal year, and beyond. The \$300,000 involved all the design work and components and ability to get the large part of the infrastructure in place for the majority of the system.

Mayor Plaisted questioned the monitoring of the system. City Manager DiGiovanni noted how electronics is very beneficial, and notification can be set up through voice and text notification. The Utility System employees are available around the clock and the control room will have monitoring.

**Councilman McBride motioned to have City Clerk Davis read Resolution 2015-19 by title only. Seconded by Councilman Hinkle. The motion carried.**

RESOLUTION 2015-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA AMENDING THE ADOPTED BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016, AMENDING THE IMPACT FEE FUND AND UTILITY FUND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

**Councilman McBride motioned to adopt Resolution 2015-19 by roll call vote. Seconded by Councilman Hinkle. Roll call vote was as follows: Councilwoman Bega, yes; Councilman McBride, yes; Councilman Hinkle, yes; Vice President Ryan, yes; The motion carried unanimously.**

**OPEN PUBLIC MEETING**

None

**SCHEDULED APPEARANCES**

**6ja) Clark Stillwell - Leeson's Mobile Home Park** - Attorney Stillwell, 320 S Hwy 41, addressed City Council, representing Leeson's Mobile Home Park, who noted how documents were being exchanged back and forth up until late this afternoon, and was not sure what Council had in possession. He spoke to the Agreement and Exhibits, recognizing the Cherry Street revised drawing, the limited grant of exclusive easement for 10 years with option to extend automatically, subject to Council notice. The encroachments were screen rooms and carports, and that the City grants his client right of way utilization for the existing driveway, assuming all maintenance and indemnify the City. On Zephyr Street, there was an agreed date that the encroachments would be removed, limited in nature to propane tanks and such minor items. On Line Street there is an agreement that three encroaching mobile homes will be removed at his clients expense. We agreed to remove from the existing Clubhouse, the porch encroachment of 1.5 ft. and there was a revised drawing of the Cherry Street and Line Street drainage retention area which is acceptable with his client. The City has asked for a ten year exclusive limited easement (for Clubhouse – 1.5 ft.) that automatically renews, and they ask for a 20 year easement. He referenced the Vested Rights letter by Community Development Director Day, which doesn't refer to FS 723.004(4), and grants vested mobile home parks the right to upgrade and replace mobile homes with larger units without them being deemed an expansion of the nonconforming use (expansion vs. larger mobile home). He asked that the following statement be added to Mr. Days Vested Rights letter. "Further, the mobile home park as a vested project is entitled to the statutory rights set forth in F.S. 723.004(2) and 723.004(4)."

City Manager DiGiovanni noted that there was a large amount of information received this afternoon and what was in Council agenda packet wasn't just, and asked that Mr.

Stillwell and owner of the mobile home park make comments and have City Council be given time to review information prior to making a decision.

Mayor Plaisted questioned if there were lots large enough to relocate a 720sq ft. mobile to another location in the Park? He referenced a County rule where a mobile over 600 sq. ft. could not be placed on any lot within the County.

Attorney Haag commented that this was all a lot to digest and noted the concern is timing. He advised that he would not be at the next meeting of City Council and this would need to be addressed at the first meeting in January, if it were delayed this evening. Reference to the statutes was in the agreement and then it was opted to remove it and rely on the vested rights letter by Mr. Day. This is Director of Community Development Day's letter, not the city attorney's letter, and he had no problem with the added verbiage. We are talking about the Florida Statutes, and we are without the power to come up with an interpretation different than Legislation.

City Manager DiGiovanni stated that if Mr. Day's letter is clear and concise and if something is omitted we could include it in the agreement. He feels Mr. Day's letter respectively needs to stand as it is. If we want to recite what exists in State Statute that is fine. Everyone has been cooperative and supportive, and the language should go before Council prior to voting. As far as the Easement language, there needs to be clarity as you are setting a policy statement that will impact the property owners and community as we go forward.

Maida Swensen Fourtune, Managing member of the Leeson's MHC approached Council and wished to express her gratitude to them and the city staff. She stated her commitment to the park and was proud to be a member of the community. Her goal was to provide safe, clean and affordable housing, and spoke to the residents in the park. She invited all to come by the park and they would be happy to give a tour.

Councilman Hinkle was in favor of all that has been said, but it's a matter of getting this all in proper form.

Councilman McBride understood that this was not a complete package and was concerned with the 10yr. vs 20 yr. Easement and wished to address the issue. Attorney Haag commented that we should have a final document, which will be available at the first meeting in January.

Councilman Hinkle & Councilman McBride both agreed with 20 yr. renewal.

**Councilman Hinkle motioned to table this issue until the January 5<sup>th</sup>, 2016 Council Meeting, until we have all final documents to finalize the matter. Seconded by Councilman McBride. The motion carried unanimously.**

#### **MAYOR'S LOCAL ACHIEVEMENT AWARDS**

Mayor Plaisted requested if anyone sees something/someone that should be recognized by Council, to bring it to his attention, noting how the Cooter Kudo has been in hibernation and we need to bring it out again.

#### **CITY ATTORNEY REPORT**

Attorney Haag advised the he will be attending his daughters College Graduation and will not be attending the next meeting of City Council.

### **CONSENT AGENDA**

**Councilman McBride motioned to accept the Consent Agenda. Seconded by Councilwoman Bega. The motion carried.**

- a) Bill Listing\*
  - Recommendation – Approval
- b) Council Minutes – 11/17/15
  - Recommendation – Approval

### **CITY MANAGER'S REPORT**

**10)a) Senior Management Classification** was addressed by City Manager DiGiovanni who explained that the Florida Retirement System (FRS) has class designations for certain performance capacities. The City policy is to designate Senior Management positions of Inverness in the FRS Senior Management Class, which requires publication to announce the change from general to senior class, a vote by the governing body, and reconciliation of the cost. The General Class is 7.26% of the base salary, with the Senior Class being 14.17% of the base salary. The affected positions are for the Cultural Director for the Valerie Theatre and the Special Events Director.

**Councilman Hinkle motioned to designate placement of the Cultural Director and the Special Event Director positions as Senior Class in the Florida Retirement System. Seconded by Councilwoman Bega. The motion carried unanimously.**

**10) b) Sweetwater Homes Water Assessment Program (Verbal)** City Manager DiGiovanni spoke to the Sweetwater Homes Subdivision located south of Inverness Golf & Country Club and the steps the City has taken with County Government for a Water Assessment program with the resident, and with a favorable cost. He updated City Council on the status of the assessment program, noting that letters will be mailed out to Sweetwater residents regarding this program and making them aware that they may speak to this issue at the meeting of City Council, January 5<sup>th</sup>, 2016, and Council can determine if we are in a position to move forward.

City Manager DiGiovanni additionally reported on the following:

- The City of Inverness incorporated in 1919 and started the Volunteer Fire Department in 1922. In 1960, the City of Inverness built the Inverness Fire Department station with an enormous granite plaque stating the various officials involved. We have been at work to restore that element of this community. He recognized Joe Campfield as the first Fire Chief in many years to the City of Inverness. He brings a wealth of information, expertise, and knowledge to this community. His approach to the volunteer program is very desirable. Anything we can do to bring volunteers into our community, is important as that is what bonds a community, the participation of the people.
- Olympic Rowers from Vermont are in town and utilizing Big Lake Henderson for sculling training. ROCCS was instrumental in promoting our town in this sport.
- Working on initiative involving a veterans' statue, hopefully one that will make you proud. An individual wants to make a contribution to the City

of Inverness, and are aware of our various veteran designations. Government Plaza is a potential, suitable location or possibly near the Withlacoochee State Trail.

- Lighting of Cooter Pond Boardwalk with LED programmable lights is nearing completion and a ribbon cutting will be in the near future.
- Spoke to regulations regarding sidewalk cafes and how the cafés are very well received. We have concerns to work through with type and numbers of tables, music, etc. He spoke of how the businesses need to respect each other and the responsibility of being permitted to have a sidewalk café. We need to support the state regulations. We may be coming forward with tweaking to policy, or maybe not. Our goal is to achieve compliance, preferring handshakes over regulations.

#### **COUNCIL/MAYOR SUBJECTS**

Mayor Plaisted welcomed new Fire Chief Joe Campfield. He spoke to several events including the Grand Prix, Feeding Alliance at Walmart and how successful it was.

Councilwoman Bega spoke of her vacation place in Georgia and how it is similar to Inverness. Spoke of the lack of sidewalk cafes and that it is a dry county, and everything closes up rather early. Noted how that makes a huge difference. Referenced IEMO classes she recently attended and how cities around the state created ordinances for development review where the developer takes on the fees for the additional costs for the review, and this might be something we should look into. Would like to be more involved in one on one communication with residents, like homeowner associations, etc. City Manager noted that we could agenda a time for discussions on what Council would like to do with this and other things.

Councilman Hinkle appreciates our City staff working with businesses such as Leeson's. He questioned if we violate our own noise ordinance with our special events and it was noted that events are finished prior to the times affected in the noise regulation.

Councilman McBride noted we need to remember that very often times we take our city and our community for granted, we are in a very special and wonderful place. The Grand Prix was very enjoyable and well attended. Looking forward to the end of year address by City Manager at the next meeting and to the Valerie Theatre upcoming event, as well as other events.

Vice President Ryan stated the Grand Prix was great with exception of rain. Spoke to Councilwoman Bega's input on the IEMO classes and that the HOA visits is a great idea.

#### **CITIZENS NOT ON AGENDA**

None

**Meeting adjourned at 6:57pm**

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City Clerk

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Council President

# CITY OF INVERNESS

12/11/15

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## MEMO

TO: Elected Officials  
FROM: City Clerk  
SUBJECT: Authorization for Proclamation Issuance  
"National Mentoring Month"  
CC: City Manager  
Enclosures: Draft Proclamation

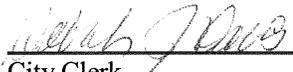
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The enclosed request is for the Inverness City Council to consider and authorize issuance of a Proclamation in recognizing the week of October 23<sup>rd</sup> through October 29<sup>th</sup>, 2011, as

### "National Mentoring Month"

**Recommended Action –**

If City Council supports the above listed subject, and wishes to issue a Proclamation, please motion and vote to authorize that we finalize such Proclamation to be issued by the Mayor as arranged by the Office of the City Clerk.

  
\_\_\_\_\_  
City Clerk

**DRAFT**

## *PROCLAMATION*

**WHEREAS**, the citizens of the City of Inverness, Florida recognize that our success depends on helping every child succeed in school and reach their full potential in life, and realize that young people need a solid foundation of support that will help them become well-educated, confident, and productive citizens; and

**WHEREAS**, Big Brothers Big Sisters mentoring model is a proven, effective strategy that helps children and young adults by matching them with a caring, responsible adult role model who can provide guidance and direction, and build their confidence; and

**WHEREAS**, mentors build character, encourage success, raise expectations, and inspire young people to do their best. Mentors serve as friends, role models, teachers, and sources of stability and support during a critical time in a child's life; and

**WHEREAS**, research has shown that children engaged in the one-to-one professionally supported mentoring programs of Big Brothers Big Sisters are more likely to have an increase in school attendance, improve the rate of high school graduation and college attendance, and decrease involvement with drugs and other risky behaviors; and

**WHEREAS**, mentoring strengthens the City of Inverness's economic and social well-being by helping young people fulfill their potential, encouraging healthy family relationships, and promoting more vibrant communities; and

**WHEREAS**, residents of the City of Inverness are making a profound difference in the lives of our young people by serving as mentors; and

**WHEREAS**, thousands of City of Inverness children are in need of a caring adult mentor in their lives, and closing this mentoring gap will take more investment, partnerships, and volunteers ready to make a difference in a child's life; and

**WHEREAS**, National Mentoring Month is an opportunity to raise public awareness of the importance of mentoring, recognize the dedicated individuals who serve as mentors, and encourage more citizens to help build a brighter future for the City of Inverness's youth through mentoring;

**NOW THEREFORE**, I, Bob Plaisted, Mayor of the City of Inverness, do hereby proclaim January, 2016 as:

### *"National Mentoring Month"*

and call upon the people of the City to recognize the importance of mentoring, to look for opportunities to serve as mentors in their communities, and to observe this month with appropriate activities and programs.

\_\_\_\_\_  
*Bob Plaisted, Mayor*

ATTEST:

\_\_\_\_\_  
*Deborah J. Davis, City Clerk*

## Interoffice Memorandum – *City of Inverness*

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**TO:** Elected Officials  
**FROM:** City Manager  
**SUBJECT:** FISCAL YEAR 2016-17 BUDGET & CIP DEVELOPMENT SCHEDULE  
**DATE:** December 10, 2015  
**CC:** City Clerk, Senior Staff, Woodard Curran and ICRA  
**ATTACH:** 2016-17 Budget Schedule

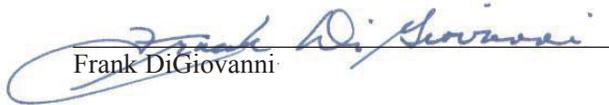
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Enclosed is the development schedule for the 2016/17 City-Wide Capital Improvement Plan (CIP) and Operational Budget Appropriation for General Fund, Enterprise Fund, and Special Funds. Elected Officials are asked to closely review the dates identified in **bold** of Council Member involvement. The development schedule is consistent with the previous year, which worked well and Council is asked to support. The schedule is not tailored for individual needs. If you find a conflict, we ask that you please state so at the meeting so we may either modify the schedule or leave it as is. Once approved, staff generated changes (if any) will be noticed to Elected Officials, the public, and media

***Recommended Action -***

If acceptable it is recommended that City Council motion, second and votes to confirm the CIP and Budget Schedule to establish the dates and times for Council Workshops & Public involvement.

Thanking you for your attention and support of this matter.

  
Frank DiGiovanni



## City of Inverness Fiscal Year 2017 Budget & CIP Development Schedule

Functional Statement	Date	Time
Manager/Finance Director Planning Meeting: Revenues; CIP Funding: O&M	Monday, January 4, 2016	1:00 PM
Manager, Directors, & <b>W&amp;C</b> Budget Approach: Personnel, O&M, Capital, CIP, Council Overview General Data; Revenues, Grants & Narratives	Wednesday January 6, 2016 – Post Council Meeting	9:30 AM
Directors and <b>W&amp;C</b> Submit Updated Council Overview Narratives to Include: Project Status, Proposed Projects and Revenue/Grant Projections To Finance	Friday, January 29 2016	5:00 PM
Manager & Directors, <b>W&amp;C</b> : CIP Planning Meeting, Distribution Of Forms And Narratives	Wednesday February 3, 2016 Post Council Meeting	9:30 AM
Manager, Directors, & <b>W&amp;C</b> Meetings: For Council Overview Meeting	Monday February 15 – Friday February 19, 2016	TBA
CIP Departmental and <b>W&amp;C</b> Submittals To Finance	Friday March 4, 2016	5:00 PM
Finance Director Forwards Presentation Material To Manager For Council Overview	Friday March 11, 2016	5:00 PM
CIP Review – Manager, <b>W&amp;C</b> & Directors	Monday March 14- Wednesday March 23, 2016	TBA
<b>Council Budget Overview</b>	<b>Thursday April 7, 2016</b>	<b>5:30 PM</b>
Five-Year Capital Improvement Plan To Council	Friday April 29, 2016	N/A
<b>City-Wide Five-Year CIP Council Workshop</b>	<b>Thursday May 5, 2016</b>	<b>5:30 PM</b>
<b>CIP Council Workshop (2) (If Necessary)</b>	<b>Tuesday May 10, 2016</b>	<b>5:30 PM</b>
Departmental O&M Budget Due To Finance	Friday May 13, 2016	5:00 PM
Manager & Director Meetings To Review O&M Submittals For All Agencies	Tuesday May 24 – Friday June 17, 2016	TBA
Property Appraiser Certifies Tax Roll	Friday July 1, 2016	N/A
Finance Director Contacts School Board and County Commissioners to Obtain Public Hearing Dates	Tuesday July 5, 2016	N/A
Finance Director Contacts School Board and County Commissioners to Confirm Public Hearing Dates	Wednesday July 13, 2015	N/A
<b>City Council Sets Tentative Millage and Establishes Public Hearing Dates, Times and Locations</b>	<b>Tuesday July 19, 2016</b>	<b>5:30 PM</b>



## City of Inverness Fiscal Year 2017 Budget & CIP Development Schedule

DR Form 420, 420 TIF, and 420-MMP Forwarded to Property Appraiser	Wednesday July 20, 2016	N/A
Full City Budget Available To <b>City Council</b>	Friday July 22, 2016	12 Noon
<b>City-Wide Council Budget Workshop</b>	<b>Tuesday July 26, 2016</b>	<b>5:30 PM</b>
<b>City Council Budget Workshop (If Needed)</b>	<b>Thursday July 28, 2016</b>	<b>5:30 PM</b>
Post Tentative Budget to City Website	August 1, 2016	N/A
Notice of Public Hearing or Notice of Tax Increase and Budget Summary sent to DOR – TRIM Division for preliminary compliance review.	Monday August 15, 2016	N/A
<b>Tentative Budget Adoption Public Hearing</b>	<b>Date Determined by Council on July 19, 2016</b>	<b>5:01 PM</b>
Advertise Budget Ordinance (send to newspaper)	TBD	N/A
Advertisement Published For Final Budget Public Hearing To Adopt Budget For 2017	TBD	N/A
<b>Final Budget Public Hearing To Adopt Budget</b>	<b>Date Determined by Council on July 19, 2016</b>	<b>5:01 PM</b>
Forward resolution or ordinance adopting final millage to Property Appraiser, Tax Collector and Department of Revenue	Within 3 Days After Final Adoption	N/A
Property Appraiser Certifies Tax Roll (Final-DR 422)	On or about September 28, 2016 when the Value Adjustment Board is Final	N/A
Post Final Adopted Budget to Website	Friday September 30, 2016	N/A
DR 422 (Form) Completed	Within 3 days after receipt of Final Taxable Value	N/A
DR 487 (Form) Completed (Certification of Compliance)	Friday October 7, 2016	N/A
TRIM Certification Packet Completed and Mailed	Friday October 07, 2016	N/A

# Agenda Memorandum – *City of Inverness*

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**DATE:** December 10, 2015  
**ISSUE:** Piggy Back Bid – Fire Department Items – Lake County  
**FROM:** City Manager  
**CC:** City Clerk, Finance Director, Fire Chief  
**ATTACHED:** Memo by Sheri Chiodo  
Lake County Letter Approving Piggy Back Provisions  
Vendor Approvals to Piggy Back the Bid  
Lake County Bid

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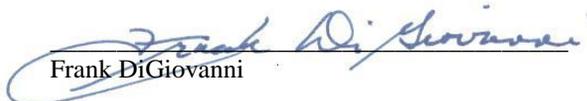
Lake County secured competitive proposals for a wide variety of supplies and items necessary for the proper delivery of fire services. We obtained approval from Lake County and listed Vendors to take advantage of competitive pricing by opting to piggy-back their bid provisions. Lake County has been successful and aggressive to secure items/supplies at favorable pricing by engaging eleven vendors through their process:

1. A One Fire Equipment, Inc.
2. Bennett Fire Products Company, Inc.
3. Caskey's Mower
4. Dana Safety Supply
5. Fisher Scientific Company, LLC
6. Hall Mark Fire Apparatus, Inc.
7. Hazard Control Technologies, Inc.
8. Municipal Emergency Services, Inc.
9. Municipal Equipment Co., LLC
10. NAFECO
11. Ten-8 Fire Equipment, Inc.

Previously, we opted to piggy back many competitively awarded bid programs in a favorable manner to the Inverness community. Use of the Lake County bid will enable that we secure items at the most favorable price points for the Inverness Community.

***Recommended Action –***

Motion, second and vote to authorize that we piggy back the Lake County Bid #12-0806 through June 30, 2016 and through June 30, 2017, if Lake County renews the contracts, and authorize the City Manager to execute the documents, to include an extension, under this piggy-back bid award.

  
Frank DiGiovanni

Administrative Offices  
212 West Main Street, Inverness Florida 34450  
[www.Inverness-FL.gov](http://www.Inverness-FL.gov)

## FINANCE DEPARTMENT



212 W. Main Street  
Inverness, FL 34450  
(352) 726-5016 Phone  
(352) 726-5534 Fax

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# Memorandum

**To:** Frank DiGiovanni, City Manager  
**From:** Sheri Chiodo, Director of Finance and Joe Campfield, Fire Chief  
**CC:** Debbie Davis, City Clerk  
**Date:** December 9, 2015  
**Reference:** Piggy-Back Bid Authorization – Lake County Fire Equipment & Services  
Bid #12-0806

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Staff has been researching the best method for the acquisition of start-up fire safety equipment with a focus of value and expediency. Lake County Florida awarded a bid and contracted for Fire Equipment and Supplies in June of 2012. The bid encompasses a wide range of fire equipment and services as shown on the attached "Price Tabulation". The bid provides for discounts ranging from 1% up to 50% depending on the manufacturer/provider of the service and the vendor. The contract was awarded for one year with the option of 4 one year renewals for a total of five years. Lake County has extended the contracts through June 30, 2015 with reason to believe they will award the final year through June 30, 2017 this spring.

Lake County continues to contract with eleven (11) vendors under this bid award:

1. A One Fire Equipment, Inc.
2. Bennett Fire Products Company, Inc.
3. Caskey's Mower
4. Dana Safety Supply
5. Fisher Scientific Company, LLC
6. Hall Mark Fire Apparatus, Inc.
7. Hazard Control Technologies, Inc.
8. Municipal Emergency Services, Inc.
9. Municipal Equipment Co., LLC
10. NAFECO
11. Ten-8 Fire Equipment, Inc.

A copy of the original bid, bid tabulation as well as each of the contracts and contract extensions have been provided for your reference. Lake County has authorized the City to piggy-back the bid award and contract as shown on the attached authorization executed by Donna Villinis, CPPB, Senior Contracting Officer. The City has obtained Vendor authorizations as shown on the attached correspondence.

Request is made to authorize the City to piggy back the Lake County Bid#12-0806 through June 30, 2016 and if Lake County should renew the contracts through June 30, 2017 to authorize the City Manager to approve the extension under this piggy-back bid award.



To Whom It May Concern:

The purpose of this letter is to confirm that other agencies may make purchases under any one of the contracts awarded under ITB 12-0806 for Fire Equipment and Supplies. The original Invitation to Bid document (#12-0806) may be viewed on the Lake County website under "Current Formal Solicitations." Section 3.13 of the General Terms and Conditions states, "with the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name."

Active contracts under this ITB may be viewed on the Lake County website ([www.lakecountyfl.gov](http://www.lakecountyfl.gov)) by going to "Doing Business with Lake County", then "View Term and Supply Agreements." Enter the ITB number in the search box and all the agreements will appear.

Sincerely,

Donna Villinis, CPPB  
Senior Contracting Officer

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*"Earning Community Confidence Through Excellence in Service"*

Office of Procurement Services  
Tavares, Florida 32778-7800

315 W. Main, Suite 441  
Ph (352) 343-9839

P.O. Box 7800  
Fax (352) 343-9473

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
<b>3 M Company</b>	38%				30 Days	Fisher Scientific
	25%		\$50.00		2 weeks	Municipal Emergency Services
<b>Able Sho Me</b>	20%				2 weeks	A One Fire Equipment
	36%				Stock to 4 wks	Dana Safety Supply
	25%		\$70.00		30 days	EVS Firefighting Tech
	25%		\$50.00		3-4 weeks	Municipal Emergency Services
	21%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
<b>Action</b>	20%				2-6 weeks	A One Fire Equipment
	20%		\$100.00		1 week	Elite Fire & Safety
	30%		\$50.00		3-4 weeks	Municipal Emergency Services
	35%		\$65.00		2-6 weeks	Ten 8 Fire Equipment
<b>Airmation</b>	15%				30 days	Fisher Scientific
<b>AH Stock</b>	10%				2 weeks	A One Fire Equipment
	15%		\$50.00		3 weeks	Municipal Emergency Services
	5%				3 weeks	Municipal Equipment Co
	10%		\$85.00		2-6 weeks	Ten 8 Fire Equipment
<b>Ajax</b>	15%	\$25.00		\$10.00	2 weeks	A One Fire Equipment
	22%		\$50.00		30 days	Hall Mark Fire Apparatus
	18%	\$50.00	\$50.00		2 weeks	Municipal Emergency Services
	11%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	15%	\$60.00	TBD		2 weeks	Ten 8 Fire Equipment
<b>Akron Brass</b>	20%				1-6 weeks	A One Fire Equipment
	32%		\$100.00		4 days-4 wks	Elite Fire & Safety
	12%	\$50.00	\$70.00		30 days	EVS Firefighting Tech

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
	40% non parts	\$50.00			30-45 days	Hall Mark Fire Apparatus
	35%		\$50.00		2-8 weeks	Municipal Emergency Services
	40%, parts-list -10%				1-45 days	Municipal Equipment Co
	34%	\$100.00	\$80.00	\$20.00	2 weeks	NAFECO
	38% parts 10%	\$60.00	\$92.50		1-8 weeks	Ten 8 Fire Equipment
<b>Alert Visions</b>	15%				30 days	Bennett Fire Products
<b>Alliance Fire &amp; Rescue</b>	20%				2-4 weeks	Municipal Equipment Co
<b>Alocolite</b>	14%				2-4 weeks	A One Fire Equipment
	25%		\$100.00		3 weeks	Elite Fire & Safety
	18%		\$70.00		30 days	EVS Firefighting Tech
	22%	\$100.00			30-45 days	Hall Mark Fire Apparatus
	25%		\$50.00		2 weeks	Municipal Emergency Services
	5%				2-3 weeks	Municipal Equipment Co
	7%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	15%				2-3 weeks	Ten 8 Fire Equipment
<b>Amerex</b>	15%		\$70.00		30 days	EVS Firefighting Tech
	41%				30 days	Fisher Scientific
	25% markup from net	\$25.00	\$50.00		2 weeks	Municipal Emergency Services
	16%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	35%				5 days	Ten 8 Fire Equipment
<b>American Firewear by Honeywell</b>	22%				Stock-30 days	Bennett Fire Products
	42%				30 days	Fisher Scientific
	25%	\$100.00	\$50.00	\$35.00	2 weeks	Municipal Emergency Services
	20%				1-45 days	Municipal Equipment Co

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
American LaFrance	7%	\$50.00		\$15.00	1-6 weeks	A One Fire Equipment
Angus	25%				4-6 weeks	A One Fire Equipment
	35%		\$100.00		4-6 weeks	Elite Fire & Safety
	40%		\$50.00		4-6 weeks	Municipal Emergency Services
	40%				4-6 weeks	Ten 8 Fire Equipment
Ansul Foams/Tyco Fire Products	46%				30	Fisher Scientific
	12%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	40%		\$50.00		2-4 weeks	Municipal Emergency Services
Armored Textile, Inc Municipal Fire	32%				21 days	Dana Safety Supply
AWG	50%		\$50.00		2 weeks	Municipal Emergency Services
<del>Bio-Systems/Sperian</del> Now Honeywell	26%				30 days	Fisher Scientific
	2%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
Black Diamond	10%				7-10 days	Bennett Fire Products
			\$100.00			Elite Fire & Safety
Blackington Badges	33%				30-45 days	Dana Safety Supply
	30%		Varies		30-45 days	Lawmen's & Shooters Supply, Inc
	35%		\$50.00		3-4 weeks	Municipal Emergency Services
	25%				2-6 weeks	Municipal Equipment Co
	18%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
Blauer	18%				7-21 days	Municipal Equipment Co
Bouton Co./Visonaid	47%				30 days	Fisher Scientific

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
<b>Bullard</b>	40% helmets only	\$200.00		\$20.00	14 days	Hall Mark Fire Apparatus
	30%	\$100.00	\$50.00		2-3 weeks	Municipal Emergency Services
<b>Bullard Thermal Imagers (T- Series</b>	15%	\$200.00		\$20.00	30-45 days	Hall Mark Fire Apparatus
<b>Bullard Eclipse Thermal Imager Only</b>	10%	\$200.00		\$20.00	30-45 days	Hall Mark Fire Apparatus
<b>Carns &amp; Brother</b>	10%				2-3 weeks	A One Fire Equipment
	30%				1 to 30 days	Bennett Fire Products
	30%	\$25.00	\$50.00		2-4 weeks	Municipal Emergency Services
	20%				1-3 weeks	Municipal Equipment Co
	25%	\$125.00	\$100.00	\$125.00	2-3 weeks	Ten 8 Fire Equipment
<b>Carns Protective Clothing</b>	42%				1 to 45 days	Bennett Fire Products
<b>California Mountain (CMC)</b>	5%				4-6 weeks	A One Fire Equipment
	21%				30 days	Fisher Scientific
	20%		\$50.00		2 weeks	Municipal Emergency Services
	10%				1-45 days	Municipal Equipment Co
	5%				2-4 weeks	Ten 8 Fire Equipment
<b>Cast Products</b>	25%	\$25.00			2 weeks	A One Fire Equipment
	25%		\$100.00		3 days	Elite Fire & Safety
	35%		\$70.00		30 days	EVS Firefighting Tech
	21%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	35%				3 weeks	Ten 8 Fire Equipment
<b>CET Pumps</b>	10% + freight	\$400.00			2-4 weeks	Ten 8 Fire Equipment

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
<b>Churchville</b>	10%	\$25.00			2-4 weeks	A One Fire Equipment
<b>Circul Air</b>	10%		\$100.00		2 weeks	Elite Fire & Safety
	10%		\$50.00		4 weeks	Municipal Emergency Services
<b>Code 3</b>	25%				2-3 weeks	A One Fire Equipment
	35%		\$100.00		1 week	Elite Fire & Safety
	42%		\$70.00		30 days	EVS Firefighting Tech
	30%		\$50.00		2-4 weeks	Municipal Emergency Services
	12%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	35%	\$30.00		\$10.00	1-4 weeks	Ten 8 Fire Equipment
<b>Collins Dynamics</b>	15%				1-2 weeks	A One Fire Equipment
	31%				30-45 days	Dana Safety Supply
	25%		\$100.00		4 days	Elite Fire & Safety
	15%		\$50.00		2-4 weeks	Municipal Emergency Services
	8%				1-3 weeks	Municipal Equipment Co
	10%		\$150.00		2 weeks	Ten 8 Fire Equipment
<b>Cosmas Boots</b>	20%				1-2 weeks	Ten 8 Fire Equipment
<b>Council Tools</b>	25%				2-3 weeks	A One Fire Equipment
	30%		\$100.00		1 day	Elite Fire & Safety
	35%		\$50.00		1-2 weeks	Municipal Emergency Services
	21%	\$100.00	\$80.00	\$20.00	2 weeks	NAFECO
	25%	\$175.00			2 weeks	Ten 8 Fire Equipment
<b>Crew Boss</b>	10% + freight	\$550.00		\$15.00	4 weeks	Ten 8 Fire Equipment
<b>Cutter's Edge</b>	15%	\$50.00	\$50.00		2-3 weeks	Municipal Emergency Services

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
	10%		\$75.00		TBD	Ten 8 Fire Equipment
<b>CW Neilsen</b>	25%				1-4 weeks	Municipal Equipment Co
<b>Darley &amp; Co.</b>	10% pumps 5% parts				1-2 weeks	A One Fire Equipment
	5%	\$30.00			TBD	Ten 8 Fire Equipment
<b>David Clark</b>	10%				2 weeks	A One Fire Equipment
	15%		\$50.00		2-4 weeks	Municipal Emergency Services
	10%	\$275.00		\$275.00	7-10 days	Ten 8 Fire Equipment
<b>DB Smith Indian Tanks</b>	20%		\$100.00		1 week	Elite Fire & Safety
	10%		\$50.00		1-2 weeks	Municipal Emergency Services
<b>Dicke Tool</b>	20%		\$50.00		2-3 weeks	Municipal Emergency Services
<b>Dragon Fire</b>	20%		\$50.00		1-2 weeks	Municipal Emergency Services
<b>Draeger Safety</b>	15%				1-4 weeks	Municipal Equipment Co
<b>Duo Safety</b>	5%				2 weeks	A One Fire Equipment
	20%		\$100.00		1 week	Elite Fire & Safety
	20%		\$50.00		2 weeks	Municipal Emergency Services
	2%				1-3 weeks	Municipal Equipment Co
	4%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	10% & freight	\$40 parts	\$50.00	\$30.00	2-3 weeks	Ten 8 Fire Equipment
		\$150.00 Ladders				
<b>Dupont</b>	27%				30 days	Fisher Scientific

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
<b>Eagle Air Compressor</b>	10%				6 weeks	Elite Fire & Safety
<b>Edison</b>	10%				1-2 weeks	A One Fire Equipment
	20%		\$70.00		30 days	EVS Firefighting Tech
	20%		\$50.00		1-2 weeks	Municipal Emergency Services
	20%				1-2 weeks	Ten 8 Fire Equipment
<b>Edwards and Cromwell</b>	15%		\$100.00		1 week	Elite Fire & Safety
	20%				30 days	Fisher Scientific
	10%		\$50.00		1 week	Municipal Emergency Services
<b>Edwards Mfg</b>	10%				2 weeks	A One Fire Equipment
	10%		\$50.00		2 weeks	Municipal Emergency Services
	5%				2 weeks	Ten 8 Fire Equipment
<b>Elkhart Brass</b>	20%				2-4 weeks	A One Fire Equipment
	20%	\$50.00	\$70.00		30 days	EVS Firefighting Tech
	35%	\$50.00	\$50.00		2 weeks	Municipal Emergency Services
	30%				1-45 days	Municipal Equipment Co
	34%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	40%	\$50.00	\$82.50		3-4 weeks	Ten 8 Fire Equipment
<b>ESS Eye Protection</b>	5%				1 to 30 days	Bennett Fire Products
<b>EVAC Systems</b>	10%	\$40.00		\$10.00	1-3 weeks	Ten 8 Fire Equipment
<b>Extenda Lite (Akron)</b>	20%				1-2 weeks	A One Fire Equipment
	35%		\$100.00		1 week	Elite Fire & Safety
	35%		\$50.00		2 weeks	Municipal Emergency Services
	35%				2-3 weeks	Municipal Equipment Co

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
	33%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	30%	\$60.00	\$92.50		1-2 weeks	Ten 8 Fire Equipment
<b>Eye Safety Systems</b>	5%	\$325.00		\$15.00	1-4 weeks	Ten 8 Fire Equipment
<b>Federal Signal Corp</b>	23%				1-2 weeks	A One Fire Equipment
	30%		\$100.00		4 days	Elite Fire & Safety
	25%		\$50.00		2-6 weeks	Municipal Emergency Services
	25%				1-45 days	Municipal Equipment Co
	30%-10% parts				3 weeks	Ten 8 Fire Equipment
<b>Fireade</b>	10% + freight				1 week	Ten 8 Fire Equipment
<b>Fire Com</b>	15%				2 weeks	Ten 8 Fire Equipment
<b>Fire Hooks Unlimited</b>	5%				2-4 weeks	A One Fire Equipment
	20%		\$100.00		3 days	Elite Fire & Safety
	20%		\$50.00		2-3 weeks	Municipal Emergency Services
	10%				1-45 days	Municipal Equipment Co
	5% + freight		\$65.00		2-3 weeks	Ten 8 Fire Equipment
<b>Fire Research</b>	15% Lighting, 12% Tankvisions				2-3 weeks	A One Fire Equipment
	7% Mansaver bars					
	15%		\$70.00		30 days	EVS Firefighting Tech
	20%				1-4 weeks	Municipal Equipment Co
	15% + freight				1-2 weeks	Ten 8 Fire Equipment
<b>Fire Service Plus</b>	20%				1-10 days	Municipal Equipment Co
<b>Firedex</b>	20% express gear, 15% custom gear				2-4 weeks	A One Fire Equipment

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
	20% helmets gloves, etc.					
	30%		\$250.00	\$25.00	6 weeks	Ten 8 Fire Equipment
<b>Fire Ice</b>	10%				30 days	Fisher Scientific
<b>Firequip</b>	20%				2-4 weeks	A One Fire Equipment
	22% above net		\$50.00		2-5 weeks	Municipal Emergency Services
	Cost + 20%		\$60.00		3-4 weeks	Ten 8 Fire Equipment
<b>Flamefighter</b>	28%				2-4 weeks	Municipal Equipment Co
	8%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	25%				1 week	Ten 8 Fire Equipment
<b>Flir</b>	5%	\$925.00	\$125.00		2 weeks	Hazard Control Technologies
<b>Fold A Tank</b>	20%				2-4 weeks	A One Fire Equipment
	20%		\$100.00		1 week	Elite Fire & Safety
	30%		\$50.00		2-4 weeks	Municipal Emergency Services
	10%				2-3 weeks	Municipal Equipment Co
	16%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	22% + freight		\$34.00		2-3 weeks	Ten 8 Fire Equipment
<b>Fyrepel</b>	35%				1-4 weeks	Dana Safety Supply
<b>FSI North America</b>	5%				4-12 weeks	Municipal Equipment Co
<b>Gemtor (formerly Atlas)</b>	20%		\$100.00		1 week	Elite Fire & Safety
	15%		\$50.00		2 weeks	Municipal Emergency Services
	12%				2-3 weeks	Municipal Equipment Co
	15% + freight	\$75.00				Ten 8 Fire Equipment

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
<b>Glassmaster Wehr</b>	Cost				1-2 weeks	A One Fire Equipment
	10%		\$100.00		3 days	Elite Fire & Safety
	20%		\$50.00		2 weeks	Municipal Emergency Services
	5%				1-14 days	Municipal Equipment Co
	8%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	10%				2 weeks	Ten 8 Fire Equipment
<b>Globe</b>	42%				1 - 45 days	Bennett Fire Products
<b>Globe Footwear</b>	30%				1 - 30 days	Bennett Fire Products
<b>Globe EMS-Tech Rescue Gear</b>	10%				45 days	Bennett Fire Products
<b>Globe Cares Cleaning &amp; Repair</b>	Price list + 10%				30 days	Bennett Fire Products
<b>Groves, Inc</b>	1%				4 weeks	Municipal Equipment Co
<b>Haix North America</b>	20%				1-10 days	Municipal Equipment Co
<b>Hale Fire Pumps</b>	15%				1-6 weeks	A One Fire Equipment
	26%		\$100.00		3 days	Elite Fire & Safety
	20%		\$68.50		1 week	Emergency Vehicle Technical Support
	20% Parts only		\$50.00	\$50.00	2-8 weeks	Municipal Emergency Services
	22%				1-30 days	Municipal Equipment Co
	11%	\$100.00	\$80.00	\$20.00	2 weeks	NAFECO
	5% + freight		\$80.00		3-4 weeks	Ten 8 Fire Equipment
<b>Hannay Reels</b>	10%				2-4 weeks	A One Fire Equipment
	25%		\$100.00		21 days	Elite Fire & Safety

**Equipment**

Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
15%		\$50.00		2-4 weeks	Municipal Emergency Services
5%				1-3 weeks	Municipal Equipment Co
9%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
13%				3-4 weeks	Ten 8 Fire Equipment

**Harrington**

25%				2-3 weeks	A One Fire Equipment
30%		\$100.00		1 week	Elite Fire & Safety
35%		\$50.00		2-4 weeks	Municipal Emergency Services
22%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
30%				1-3 weeks	Ten 8 Fire Equipment

**Hazard Control**

5%				1 week	A One Fire Equipment
0% volume based price sheet	48 pails		\$25.00	Stock	Hazard Control Technologies
10% + freight	5 Gal product			1 week	Ten 8 Fire Equipment

**Hebert**

Cost + 25%				2 weeks	A One Fire Equipment
Net + 25%		\$50.00		2 weeks	Municipal Emergency Services
20%				3 weeks	Ten 8 Fire Equipment

**Humat**

5%				2 weeks	A One Fire Equipment
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**Husky**

5%				2-3 weeks	A One Fire Equipment
30%		\$50.00		3 weeks	Municipal Emergency Services
22% + freight				2 weeks	Ten 8 Fire Equipment

**Hydra Shield**

20%	\$25.00	\$50.00		3 weeks	Municipal Emergency Services
10% + freight	4 valves		\$36 per valve	1 week	Ten 8 Fire Equipment

**Imperial Hose-Kiddie Fire**

30%				30 days	Fisher Scientific
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Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
Innotex Gear	25%				30 days	Fisher Scientific
Janesville	35%				1-100 days	Municipal Equipment Co
	28%	\$100.00	\$80.00	\$20.00	1 to 60 days	NAFECO
Justrite	30%				7-14 days	Fisher Scientific
	16%		\$50.00		2 weeks	Municipal Emergency Services
Junk Yard Dog	10% + freight				2-4 weeks	Ten 8 Fire Equipment
<b>K Tool Manufacturing-see Fire Hooks</b>						
Kappler	41%	1 case			7-14 days	Fisher Scientific
Kendall	20%		\$100.00		3 days	Elite Fire & Safety
Key Fire Hose	40% + freight				4-6 weeks	Ten 8 Fire Equipment
Kochek	25%				2-4 weeks	A One Fire Equipment
	25%		\$100.00		1 week	Elite Fire & Safety
	30%		\$70.00		30 days	EVS Firefighting Tech
	47%	\$100.00			30-45 days	Hall Mark Fire Apparatus
	48%		\$50.00		2-6 weeks	Municipal Emergency Services
	25%				1-21 days	Municipal Equipment Co
	28%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	40% + freight		\$65.00		2 weeks	Ten 8 Fire Equipment
Koehler Mfg Co (BrightStar)	5%	\$25.00	\$50.00	\$6.00	4 weeks	Municipal Emergency Services
	Cost + 12%				2-4 weeks	Municipal Equipment Co

**Equipment**

**Kussmaul**

Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
15%				1-2 weeks	A One Fire Equipment
15%		\$100.00		1 day	Elite Fire & Safety
8%	\$50.00	\$70.00		30 days	EVS Firefighting Tech
8%		\$50.00		2 weeks	Municipal Emergency Services
13%				1-10 days	Municipal Equipment Co
5%				3-4 weeks	Ten 8 Fire Equipment

**Kwik-Raze-See Collins Dynamics  
(Rom Corporation)**

**Lakeland Industries**

Cost + 25%				1-4 weeks	Municipal Equipment Co
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**Leader North America**

25%				2-4 weeks	Ten 8 Fire Equipment
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**Lifeliners**

25% above net				2 weeks	A One Fire Equipment
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**Lions Uniforms**

20%		\$100.00		1 week	Elite Fire & Safety
40%		\$50.00		2-3 weeks	Municipal Emergency Services
30%				3-30 days	Municipal Equipment Co
22%	\$100.00	\$80.00	\$20.00	1 to 60 days	NAFECO

**Louis Pryer**

10%				2 weeks	A One Fire Equipment
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**Lowell**

5%				1-2 weeks	A One Fire Equipment
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**Mag Instruments**

25% over cost				2-4 weeks	A One Fire Equipment
31%				7-30 days	Dana Safety Supply
20%	\$250.00	\$70.00		30 days	EVS Firefighting Tech
43%		varies		1 to 30 days	Lawmen's & Shooters Supply, Inc

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
<b>Majestic Fire</b>	10%		\$50.00		2 weeks	Municipal Emergency Services
	Cost + 20%				1-14 days	Municipal Equipment Co
<b>McProducts</b>	20%				2 weeks	A One Fire Equipment
	30%		\$100.00		1 week	Elite Fire & Safety
	25%				1-2 weeks	Municipal Equipment Co
	20% - Parts 10%		\$55.00		1 week	Ten 8 Fire Equipment
<b>Milwaukee Strap (Now R &amp; B Fabricators)</b>						
<b>Morning Pride by Honeywell</b>	53%				30 days	Fisher Scientific
	46%	\$100.00	\$50.00	\$35.00	30 days	Municipal Emergency Services
<b>Morning Pride by Honeywell</b>	38%				30 days	Fisher Scientific
<b>Morning Pride by Honeywell Helmets</b>	38%				30 days	Fisher Scientific
<b>MSA</b>	25% instruments only				7-14 days	Fisher Scientific
	15%	\$125.00	\$100.00	\$125.00	1-7 weeks	Ten 8 Fire Equipment
<b>Natale (Circle D)</b>	10%				2 weeks	A One Fire Equipment
	20%		\$100.00		1 week	Elite Fire & Safety
	18%		\$50.00		2-4 weeks	Municipal Emergency Services
	18%				2-14 days	Municipal Equipment Co
	7%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	10%	\$60.00		\$60.00	1 week	Ten 8 Fire Equipment
<b>National Fire Hose-All American Hose</b>	35%				30 days	Fisher Scientific
	38%				2-30 days	Municipal Equipment Co

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
	40% + freight				2-5 weeks	Ten 8 Fire Equipment
<b>National Foam</b>	24%		\$50.00		2-4 weeks	Municipal Emergency Services
<b>Nine 1 One Gear</b>	26%				4 weeks	Dana Safety Supply
<b>Nova</b>	42%	\$100.00	\$70.00	\$10.00	30 days	EVS Firefighting Tech
<b>Nupla</b>	20%				2 weeks	A One Fire Equipment
	26%				7-21 days	Dana Safety Supply
	25%		\$100.00		4 days	Elite Fire & Safety
	38%	\$100.00	\$50.00		2 weeks	Municipal Emergency Services
	25%				2-30 days	Municipal Equipment Co
	9%	\$100.00	\$80.00	\$20.00	30 days	NAFECO
	35% + freight	\$125.00		\$25.00	1 week	Ten 8 Fire Equipment
<b>Pac Tools</b>	10%		\$70.00		30 days	EVS Firefighting Tech
<b>Pacific Reflex</b>	25%				2-3 weeks	A One Fire Equipment
	15%		\$50.00		2-4 weeks	Municipal Emergency Services
	Cost + 20%				2-14 days	Municipal Equipment Co
<b>Paratech</b>	10%				1 to 2 weeks	A One Fire Equipment
	12%		\$50.00		2 weeks	Municipal Emergency Services
	8%				1-45 days	Municipal Equipment Co
<b>Partner</b>	10%				2-3 weeks	A One Fire Equipment
	10%		\$69.00	\$8.95	1-2 days	Caskey's Mower Shop
	10%				1-21 days	Municipal Equipment Co

<b>Equipment</b>	<b>Discount</b>	<b>Min Order</b>	<b>Service (Hourly)</b>	<b>Handling Fee</b>	<b>Lead Time In days</b>	<b>Contractor</b>
<b>Paul Conway Shields</b>	30%		\$100.00		4 days	Elite Fire & Safety
	10%		\$50.00		2-4 weeks	Municipal Emergency Services
	5%				4 weeks	Municipal Equipment Co
<b>Paul Conway Helmets</b>	35%				1-30 days	Municipal Equipment Co
<b>Pelican</b>	Volume Discounts				2 weeks	A One Fire Equipment
	22%				1-4 weeks	Dana Safety Supply
	15%		\$70.00		30 days	EVS Firefighting Tech
	21%				30 days	Fisher Scientific
	36%		\$50.00		2-4 weeks	Municipal Emergency Services
	30%				1-30 days	Municipal Equipment Co
	3%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
<b>Performance Advantage Company</b>	10%				1 week	Ten 8 Fire Equipment
<b>PGI Colbra Hoods</b>	Per column + 25%				1 - 30 days	Bennett Fire Products
<b>PGI Protexall (Wildland Clothing-Fireline)</b>						
	10%				30 days	Bennett Fire Products
	41%				30 days	Fisher Scientific
	5%		\$50.00		2-4 weeks	Municipal Emergency Services
	12%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
<b>Pierce</b>	5%				1-8 weeks	A One Fire Equipment
	Cost + 30%	\$30.00	\$90.00	\$30.00	3-5 day	Ten 8 Fire Equipment
<b>Pigeon Mountain Industries</b>	5%				2 weeks	A One Fire Equipment
	16%				30 days	Fisher Scientific

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
<b>POK</b>	10%	\$500.00	\$100.00	\$50.00	3-4 weeks	Hazard Control Technologies
<b>Power Hawk</b>	1%				1-4 weeks	Municipal Equipment Co
<b>R &amp; B Fabricators</b>	Wholesale				2-4 weeks	A One Fire Equipment
	15%				1-4 weeks	Dana Safety Supply
	30%				1 week	Elite Fire & Safety
	20%		\$50.00		2 weeks	Municipal Emergency Services
	10%				3-21 days	Municipal Equipment Co
	10%	\$60.00		\$5.00	2-3 weeks	Ten 8 Fire Equipment
<b>Ranger Rubber by Honeywell</b>	20%				30 days	Bennett Fire Products
	29%				30 days	Fisher Scientific
	20%	\$100.00	\$50.00	\$35.00	2-4 weeks	Municipal Emergency Services
	8%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
<b>Redhead Brass</b>	10% with quantity order				2-4-weeks	A One Fire Equipment
	30%		\$100.00		4 days	Elite Fire & Safety
	25%		\$50.00		2-6 weeks	Municipal Emergency Services
	15%				1-21 days	Municipal Equipment Co
	12%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	1-9 pc-10%					Ten 8 Fire Equipment
	10-24 pc 20%					
	25-49 pc 30%					
	50 pc-40%					
<b>Rescue 42</b>	5% + freight				2 weeks	Ten 8 Fire Equipment
<b>Rice Hydro</b>	15%				2 weeks	A One Fire Equipment
	20%		\$50.00		2 weeks	Municipal Emergency Services

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
	5%				2-4 weeks	Municipal Equipment Co
	25% + freight				Stock	Ten 8 Fire Equipment
<b>Sava Tech</b>	25 % + freight				1-4 weeks	Ten 8 Fire Equipment
<b>SCBAS</b>	20%	\$25.00	\$50.00	\$5.00	2-4 weeks	Municipal Emergency Services
	15%		\$70.00		TBD	Ten 8 Fire Equipment
<b>SCBAS-Scott Safety-NFPA</b>	36%				30 days	Fisher Scientific
<b>Scott Aviation Safety (Non NFPA)</b>	25%				30 days	Fisher Scientific
	25%		\$50.00		2-4 weeks	Municipal Emergency Services
<b>Scott Safety Thermal Imaging Cameras and Compressors</b>	10%				30 days	Fisher Scientific
<b>Sensible Mounts</b>	10%				2 weeks	A One Fire Equipment
	12%		\$70.00		30 days	EVS Firefighting Tech
	15% -yellow items 5%				1-2 weeks	Ten 8 Fire Equipment
<b>Servus Boots by Honeywell</b>	Wholesale				2-4 weeks	A One Fire Equipment
	29%				30 days	Fisher Scientific
	30%	\$100.00	\$50.00	\$35.00	2-4 weeks	Municipal Emergency Services
	8%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
<b>Shelby Wolverine/Specialty Gloves</b>	15%				1 to 30 days	Bennett Fire Products
	42%				30 days	Fisher Scientific
	25%				1-21 days	Municipal Equipment Co
	12%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	5%			\$6.00	3-4 weeks	Ten 8 Fire Equipment

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
<b>Smith &amp; Warren</b>	30%				30 days	Lawmen's & Shooters Supply, Inc
<b>Snaptite (All American Hose/Division)</b>	20%				2-4 weeks	A One Fire Equipment
	35%				1-30 days	Municipal Equipment Co
	40% + freight				2-5 weeks	Ten 8 Fire Equipment
<b>South Park</b>	25% over net				2 weeks	A One Fire Equipment
	30%		\$100.00		4 days	Elite Fire & Safety
	35%		\$50.00		2-4 weeks	Municipal Emergency Services
	20%				1-14 days	Municipal Equipment Co
	12%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	20%		\$65.00		TBD	Ten 8 Fire Equipment
<b>Signal Vehicle Products (Formerly Southern Veh. Prod.)</b>	20%				2 weeks	A One Fire Equipment
	40%				1-4 weeks	Dana Safety Supply
	30%		\$100.00		4 days	Elite Fire & Safety
	20%		\$70.00		30 days	EVS Firefighting Tech
	20%				TBD	Ten 8 Fire Equipment
<b>Sound Off Signal</b>	40%	\$100.00	\$70.00	\$10.00	30 days	EVS Firefighting Tech
<b>Class One (Span Instruments)</b>	15%				1-2 weeks	A One Fire Equipment
	26%		\$100.00		1 day to 2 wks	Elite Fire & Safety
	20%		\$68.50		1 week	Emergency Vehicle Tech Support
	20%				1-14 days	Municipal Equipment Co
	10%				2-3 weeks	Ten 8 Fire Equipment
<b>Spumifier</b>	17%				2-3 weeks	Municipal Equipment Co

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
<b>Stat X</b>	15%		\$100.00		Stock	Elite Fire & Safety
<b>StreamLight</b>	10%				1-3 weeks	A One Fire Equipment
	32%				30 days	Dana Safety Supply
	35%		\$100.00		1 week	Elite Fire & Safety
	20%	\$400.00	\$70.00	\$25.00	30 days	EVS Firefighting Tech
	48%				7-14 days	Fisher Scientific
	40%		varies		1 to 30 days	Lawmen's & Shooters Supply, Inc
	42%		\$50.00		2-4 weeks	Municipal Emergency Services
	42%				1-21 days	Municipal Equipment Co
	12%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	40%	400. if not from stock		\$30.00	2 weeks	Ten 8 Fire Equipment
<b>Super FlameFighter see Flamefighter</b>						
<b>Supervac</b>	15%				2 weeks	A One Fire Equipment
	20%	\$100.00			30-45 days	Hall Mark Fire Apparatus
	18%	\$25.00	\$50.00		2-4 weeks	Municipal Emergency Services
	30%				2-3 weeks	Municipal Equipment Co
	18%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	25%		\$70.00		4-5 weeks	Ten 8 Fire Equipment
<b>T N T Tools</b>	25% over net				1-2 weeks	A One Fire Equipment
	0%				2-3 weeks	Municipal Equipment Co
	2% + freight				1-2 weeks	Ten 8 Fire Equipment
<b>Task Force Tips</b>	12%				2 weeks	A One Fire Equipment
	25%		\$100.00		10 days	Elite Fire & Safety
	35%		\$50.00		1-4 weeks	Municipal Emergency Services
	7%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
	11%-parts 5%		\$85.00		2-4 weeks	Ten 8 Fire Equipment
<b>Team Equipment</b>	15%				1-3 weeks	A One Fire Equipment
	25% saws 20% blades		\$50.00		2-4 weeks	Municipal Emergency Services
	10%				1-4 weeks	Municipal Equipment Co
	8%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
<b>Tecgen</b>	20%				30 days	Fisher Scientific
<b>TeleLite</b>	10%				2-4 weeks	A One Fire Equipment
	11%				30 days	Dana Safety Supply
	8%		\$100.00		2 weeks	Elite Fire & Safety
	12%				7-21 days	Fisher Scientific
	12%	\$25.00	\$50.00		2-6 weeks	Municipal Emergency Services
	5%				2-4 weeks	Municipal Equipment Co
	5%	\$25.00	\$75.00		1-2 weeks	Ten 8 Fire Equipment
<b>Tempest Fans</b>	10%				2-3 weeks	A One Fire Equipment
	15%		\$100.00		1 week	Elite Fire & Safety
	26%				30 days	Fisher Scientific
	35%	\$50.00	\$50.00		30 days	Municipal Emergency Services
	25%				2-4 weeks	Municipal Equipment Co
	22% - parts 15% + freight		\$50.00		TBD	Ten 8 Fire Equipment
<b>Tempest MVU</b>	0%				4-6 weeks	Municipal Equipment Co
<b>Thorogood Boots</b>	25%				2-4 weeks	A One Fire Equipment
	38%		\$50.00		2-3 weeks	Municipal Emergency Services
	40%				1-30 days	Municipal Equipment Co
	12%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
	20%			\$5.00	1 week	Ten 8 Fire Equipment
<b>Thermo/Ahura (POA)</b>	5%				30 days	Fisher Scientific
<b>Tomar</b>	10%				1-2 weeks	A One Fire Equipment
	32%		\$100.00		1 week	Elite Fire & Safety
	10%		\$35.00		1-2 weeks	Ten 8 Fire Equipment
<b>Topps</b>	Cost + 15%		\$100.00		10 days	Elite Fire & Safety
	Net sheet		\$50.00		2-4 weeks	Municipal Emergency Services
	12%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
<b>True North Gear</b>	10% + freight				2 weeks	Ten 8 Fire Equipment
<b>Turbo Draft</b>	5% + freight	\$175.00			1-2 weeks	Ten 8 Fire Equipment
<b>Turtle Plastics</b>	5%				1-2 weeks	A One Fire Equipment
	15%		\$100.00		1 week	Elite Fire & Safety
	15%	\$100.00			30-40 days	Hall Mark Fire Apparatus
	Net sheet Yellow		\$50.00		2 weeks	Municipal Emergency Services
	5%				2-3 weeks	Municipal Equipment Co
	6%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	10% + freight				1 week	Ten 8 Fire Equipment
<b>Underwater Kinetics</b>	2%		\$50.00		2-4 weeks	Municipal Emergency Services
	25%				2-4 weeks	Municipal Equipment Co
	12%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
<b>Unity Lights</b>	10%				1-2 weeks	A One Fire Equipment
	20%				1-2 weeks	Dana Safety Supply

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
	12%		\$70.00		30 days	EVS Firefighting Tech
<b>Vanner</b>	10%				1-2 weeks	A One Fire Equipment
	10%		\$100.00		3-4 weeks	Ten 8 Fire Equipment
<b>Warrington-Pro Honeywell Pro Series</b>	29%				30 days	Fisher Scientific
	35%		\$50.00		2 weeks	Municipal Emergency Services
<b>Waterous</b>	10% + volume				1-2 weeks	A One Fire Equipment
	23%		\$50.00		2-6 weeks	Municipal Emergency Services
	10%				1-3 weeks	Municipal Equipment Co
	12%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	10% parts				4-6 weeks	Ten 8 Fire Equipment
	Call for pumps					
<b>Weldon</b>	15%				2-3 weeks	A One Fire Equipment
	32%		\$100.00		4 days	Elite Fire & Safety
	15%	\$50.00	\$70.00		30 days	EVS Firefighting Tech
	38%	\$100.00	\$50.00	\$35.00	2-4 weeks	Municipal Emergency Services
	22%				1-3 weeks	Municipal Equipment Co
	20% -10% parts	\$60.00	\$50.00	\$25.00	2-3 weeks	Ten 8 Fire Equipment
<b>Whelen Engineering</b>	15%				2-4 weeks	A One Fire Equipment
	43%		\$100.00		1-4 weeks	Dana Safety Supply
	35%		\$100.00		1 week	Elite Fire & Safety
	30%		\$50.00		2-6 weeks	Municipal Emergency Services
	25%				1-14 days	Municipal Equipment Co
	25%	\$60.00			TBD	Ten 8 Fire Equipment

Equipment	Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
<b>Will Burt</b>	5%	\$25.00	\$50.00		2-6 weeks	A One Fire Equipment
	10%	\$25.00	\$50.00		4 weeks	Municipal Emergency Services
	10% + freight		\$150.00		2-3 weeks	Ten 8 Fire Equipment
<b>Winco Generators</b>	20%		\$50.00		30 days	Municipal Emergency Services
	8%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
<b>Williams Foam</b>	Net sheet		\$50.00		2-6 weeks	Municipal Emergency Services
	25% above cost + freight	5 gal			1 week	Ten 8 Fire Equipment
<b>Ziamatic/Zico</b>	20%		\$100.00		1-2 weeks	A One Fire Equipment
	27%		\$100.00		1 week	Elite Fire & Safety
	10%	\$25.00	\$70.00	\$5.00	30 days	EVS Firefighting Tech
	27%	\$25.00		\$5.00	90 days	Fisher Scientific
	20%		\$50.00		30 days	Municipal Emergency Services
	20%				1-14 days	Municipal Equipment Co
	8%	\$100.00	\$80.00	\$20.00	4 weeks	NAFECO
	25%	\$25.00		\$5.00	1-15 days	Ten 8 Fire Equipment
<b>Service to Fire Apparatus</b>	\$ 85.00 per hour					A One Fire Equipment
<b>Small Engine Repair</b>	\$69.00 per hour, 10% discount on parts			\$8.95		Caskeys Mower Shop
<b>Small Engine Kohler, Kawasaki, General Briggs &amp;</b>				\$69.00 per hour	\$8.95	Caskeys Mower Shop
<b>Stihl, Echo, Hesquvarna, Amkus, PPV</b>				\$69.00 per hour	\$8.95	Caskeys Mower Shop

**No bids on the following products:**

**Equipment**

Discount	Min Order	Service (Hourly)	Handling Fee	Lead Time In days	Contractor
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- Aim
- Applecroft
- B & B Entrprises
- Chubb (Foam
- Collins Axes
- Gormand Rump Pumps
- Drexel
- ETI Emergency Technology
- Fire Power
- Holmatro
- Iowa American
- JV Mfg
- Moran (Flash)
- Rawhide Firehose
- Securitex
- Snorkel
- Superior Pneumatic
- Taskmaster
- Vetter
- Windsol
- Worden

**Out of business**

- Glove Corp-Out of Business**
- Zephyr-Out of Business**
- Zico same as Ziamatic**
- Kwik Raze-Now owned by Collins**
- Charkate not in business**
- Mann Axe out of business**
- Mars Signal Light out of business**



LAKE COUNTY  
FLORIDA

INVITATION TO BID (ITB)  
FIRE EQUIPMENT AND SUPPLIES

ITB Number: 12-0806 Contracting Officer: Roseann Johnson  
Bid Due Date: March 21, 2012 Pre-Bid Conf. Date: Not applicable  
Bid Due Time: 3:00 pm ITB Issue Date: February 16, 2012

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

**At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.**

**NO-RESPONSE REPLY**

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

**VENDOR IDENTIFICATION**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a term and supply contract for the purchase of equipment, supplies and services as needed for the Department of Public Safety, Fire Services Division and the Fleet Division in conjunction with the County's needs.

**This is an indefinite quantity contract with no guarantee goods or services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.**

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Roseann Johnson, CPPB, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839  
Fax : 352.343.9473  
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award in the County's Best Interests**

As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; with one or more suppliers; to reject any and all offers or waive any minor irregularity or technicality in bids received.

A primary, secondary and third vendor may be awarded contracts per line item. The Department of Public Safety may require special quotes and contact all vendors under contract if discounts and pricing structures are equal or if stocking issues are concerns.

**Section 1.4: Pre-Bid Conference / Site Visits**

Not applicable to this solicitation

**Section 1.5: Term of Contract – Twelve (12) Months**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Section 1.6: Option to Renew for four (4) Additional One (1) Year Period(s) (With Manufacturers Price Adjustment)**

Prior to, or upon completion, of the initial term of the contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County will consider adjustment to price based on an applicable Manufacturers Price Increase evidenced by appropriate manufacturer documentation submitted to the County by the vendor in a timely manner.

It is the vendor's responsibility to request any pricing adjustment in writing under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's written request for adjustment shall be submitted prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. If no written adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.7: Method of Payment - Periodic Invoices For Completed Purchases**

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment,

and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

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

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

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

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law

**SECTION 1 – SPECIAL TERMS AND CONDITIONS**

ITB Number: 12-0806

requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

Loss of Use at coverage value: \$ \_\_\_\_\_  
Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

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

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

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

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

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

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

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

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

**Section 1.9: Bonding Requirements**

Not applicable to this solicitation

**Section 1.10: Completion of Work From Date Of Purchase Order**

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 1.3 entitled "Method of Award". Deliveries shall be made within ten (10) working days on orders for stock. Deliveries for emergency orders shall be within forty-eight (48) hours. No stock deliveries will be accepted on Saturdays, Sundays, or County Holidays.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract

specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**Section 1.10.1: Shipping Terms, F.O.B. Destination- Inside Delivery**

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

**Section 1.11: Acceptance of Goods or Services**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

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

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

**Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects,

deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**Section 1.12: Warranty**

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

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

**Section 1.13 Deliveries and Completion of Solicitation Response**

**Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

**Section 1.13.2: Completion Requirements for Invitation to Bid**

**Two (2) signed original bids and three (3) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

**COMPLETION OF BID PACKAGE:** The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include

proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number)."  
Do not indicate bid prices on literature.

**Specific Completion Directions:**

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

**Section 1.14: Availability of Contract to Other County Departments**

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

**Section 1.15: Business Hours of Operations**

No work shall be done on Saturday, Sunday, or on any days between the hours of 5:01 P.M. and 7:59 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

**Section 1.16: Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Section 1.17: Demonstration of Equipment May Be Required During Evaluation**

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

**Section 1.18: "Equal" Product Can be Considered**

If a product or service requested by this ITB has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications. Failure to do so may be considered a material deviation supportive of rejection of the bid.

**Section 1.19: Furnish and Install Requirements**

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

**Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Section 1.21: Patents and Royalties**

A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and

- the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

**Section 1.22: Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

**Section 1.23: Public Records/ Copyrights**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

**Section 1.24: Recycled Materials Required**

This solicitation calls for the purchase of items that specify and require a stated degree of recycled material content. Vendors are required to submit, with their initial offer, a written certification attesting that the products or items offered by the vendor contain the minimum percentage of post-consumer recovered material as defined by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other cognizant regulatory agencies.

Recycling definitions:

For purposes of this solicitation, the following definitions shall apply:

- a. **"Recovered Materials"** shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.
- b. **"Recycled Product"** shall be defined as any product which is in whole or in part composed of recovered materials.
- c. **"Recyclable Product"** shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- d. **"Waste Reducing Products"** shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

**Section 1.25: Risk of Loss**

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

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

**Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements**

Some purchase actions may be supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

For any construction contract supported by state funding, the vendor shall give preference to the

employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term “substantially equal qualifications” refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system.

**Section 1.27 Catalogs**

The vendor shall submit two (2) copies of the current manufacturer's price list(s) and catalog(s) with the initial offer. Note: CD's and/or thumb drives are preferred. Failure to meet this requirement may result in your offer being rejected. These documents shall be in effect at the commencement of the contract and shall remain in effect for the life of the contract; unless price escalations are specifically allowable in accordance with this contract. Discounts offered will be evaluated against these price lists and catalogs in order to determine the vendor to whom award may be made pursuant to Section 1.3 herein entitled “Method of Award”.

Upon request, the vendor shall provide additional sets of the manufacturer's product catalogs and price lists at no additional cost to the County.

**Section 1.28 Hourly Rates**

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

**Section 1.29 Wage Rates**

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

**Section 1.30 Additional Brands may be Added**

Although this solicitation and resultant contract identifies specific brands to be purchased, it is hereby understood and agreed that additional brands for the same basic item may be added to this contract at the option of the County. If the pricing proposed by the vendor for the additional brands is considered to be fair and reasonable, then award may be made to the vendor through the issuance of a modification to the contract.

The incumbent vendor(s) has/have no exclusive right to provide these additional brand(s). The County may determine to obtain similarly structured pricing inputs from other vendors in response to situations where incumbent vendors do not provide for fair and reasonable pricing or for other reasons at the County's sole discretion.

**Section 1.31 Repair and Parts Manuals to be Provided**

The vendor shall supply the County with a minimum of one (1) comprehensive repair and parts manual which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

**Section 1.32 Rebates and Special Promotions**

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

**Section 1.33 Training Courses to be Provided**

The vendor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

**Section 1.34 Training Manuals to be Provided**

The vendor shall supply the county with a minimum of one (1) comprehensive training manual which describe the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

**SCOPE OF SERVICES**

It is the intent of the County to establish a contract for our annual requirements for fire equipment and parts and/or services for the County’s Public Safety Department, Fire Rescue Division.

Used, recycled, or remanufactured parts shall be used only if the using department ordering approves such parts.

Emergency/Disaster deliveries may be required during non-business hours. A contact person and telephone number shall be submitted with your bid.

The successful vendor(s) must possess all special hand tools and special equipment recommended by the equipment and part manufacturer(s) to effectively and efficiently make repairs. The successful vendor(s) must abide by OSHA requirements and the staff assigned to the County’s projects shall be ASE or factory certified.

The vendor(s) shall be required to submit a written estimate on each prospective project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates shall not be accepted. The County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the Public Safety Department.

It is a vendor responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

The County's authorized representative shall generate and issue a Work Order for each project to be performed under the contract resulting from this solicitation. The Work Order shall include the location, description and plans, if necessary, covering the scope of work to be completed. The Work Order shall also include a cost estimate calculated by the County for the work listed on the Work Order. This estimate shall be based on the unit or other pricing established in the basic contract. For purposes of identification and payment, the Work Order shall be numbered and dated. The preliminary Work Order describing the description of work and cost estimates shall be issued to the vendor(s) which have been qualified to perform work under this solicitation

**SECTION 2– STATEMENT OF WORK**

ITB Number: 12-0806

and resulting contract. The vendor(s) shall be required to supply the County's authorized representative with a written price offer within a time frame specified by the County. If multiple vendors are solicited, the County shall select the lowest price offer; provided that the price does not exceed the dollar estimate calculated by the County. If a single vendor is solicited, the price offer shall be evaluated and, if appropriate, accepted; provided that the price does not exceed the dollar estimate calculated by the County. The selected vendor's name shall then be entered on the Work Order and that order will then be issued to the vendor. The Work Order shall also direct the vendor to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a Contract Schedule.

The vendor shall be required to furnish price lists (CD's acceptable) upon request from the Public Safety Department at no charge. This price list shall provide descriptive literature, technical data and service information for items awarded. Time of delivery for these lists shall be mutually agreed upon by the vendor and the County.

Delivery Site Locations:

Fleet Division/Fire Rescue Vehicle Maintenance  
25028 Kirkwood Avenue  
Astatula, FL 34705

Department of Public Safety  
Fire Station No. 20  
37711 SR 19  
Umatilla, FL 32784

Department of Public Safety  
315 W Main St  
Suite 411  
Tavares, FL 32778

***A new consolidated Fleet Garage is under construction off Highway 27 in Groveland, Florida (Fleet Management, 20415 Independence Boulevard) at the Christopher Ford Industrial Park and upon completion, the above noted Fleet division facility may be moved to that location. The County has no estimated time for completion at this time.***

## SECTION 3 – GENERAL TERMS AND CONDITIONS

ITB Number: 12-0806

### 3.1 DEFINITIONS

**Addenda:** A written change to a solicitation.

**Bid:** Shall refer to any offer(s) submitted in response to this Invitation to Bid.

**Bidder:** Shall refer to anyone submitting a bid in response to an Invitation to Bid.

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to which award has been made.

**County:** Shall refer to Lake County, Florida.

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

**Modification:** A written change to a contract.

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words “shall”, “must”, or “will” are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

### 3.2 INSTRUCTIONS TO BIDDERS

#### A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

#### B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in

writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

#### D. Contents of Solicitation and Bidders’ Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

#### E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

#### F. Change to, Withdrawal of, or Mistake in, Bid

**Changes to Bid** - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm’s letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

**Withdrawal of Bid** - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

**Mistake in Bid** - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

#### G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

#### H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

### 3.3 PREPARATION OF BIDS

- A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of

the form may result in the rejection of the bid.

- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

#### 3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

#### 3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

#### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

#### 3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract.

#### 3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

#### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

#### 3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

#### 3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

#### 3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

#### 3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be

governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty period. The special conditions of the solicitation may supersede the manufacturer’s standard warranty.

**3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for bidder’s guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**3.17 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

**3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

**3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

**3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

**3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its

power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

**3.22 RESPONSIBILITIES AS EMPLOYER**

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

**3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney’s fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

**3.25 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of “reasonable costs.”

**3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County’s intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

**3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**3.29 RIGHT TO AUDIT**

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

**3.30 PUBLIC RECORDS/ COPYRIGHTS**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

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

**3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their

respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

**3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

**3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

**3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

**3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

**3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For all agreements exceeding \$150,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

**3.37 GRANT FUNDING**

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

**ITB TITLE: FIRE EQUIPMENT & SUPPLIES**

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

<b>Part I:</b>
The bidder must list below the dates of issue for each addendum received in connection with this ITB:  Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
<b>Part II:</b>
<input type="checkbox"/> No Addendum was received in connection with this ITB.

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 12-0806

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment using the County’s VISA- based electronic payment system:  Yes  No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

\_\_\_\_\_

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Bid Signature:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

Sole vendor  Pre-qualified pool vendor based on price

Pre-qualified pool vendor (spot bid)  Primary vendor for items: \_\_\_\_\_

Secondary vendor for items: \_\_\_\_\_  Other status: \_\_\_\_\_

Signature of authorized County official: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

Purchase Order Number assigned to this contract for billing purposes: \_\_\_\_\_



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: July 1, 2015	2. Contract No.: 12-0806A Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: A One Fire Equipment, Inc. PO Box 953931 Sanford FL 32771  Attn: Joanne Langton
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2016.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>[Signature]</u> Title: <u>Owner</u> Date: <u>2/17/15</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-17-2015</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor, Department	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: July 1, 2014	2. Contract No.: 12-0806A Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address:  A One Fire Equipment, Inc. PO Box 953931 Sanford FL 32771  Attn: Joanne Langton
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2015.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>[Signature]</u> Title: <u>owner</u> Date: <u>2/17/14</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-20-2014</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor	

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TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: June 12, 2013	2. Contract No.: 12-0806A Effective Date: June 12, 2012
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address:  A One Fire Equipment, Inc. P.O. Box 953931 Sanford, Florida 32771
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend one (1) year expiring June 30, 2014.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>James M. Langlois</u> Title: <u>Owner</u> Date: <u>4/3/13</u>	9. Lake County, Florida By: <u>[Signature]</u> Procurement Services Manager <u>5/12/13</u> Date
10. Distribution:  Original - Bid No. 12-0806A Copies - Contractor Contracting Officer	

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District 5



**LAKE COUNTY**  
FLORIDA

CONTRACT NO. 12-0806A

For Fire Equipment and Supplies

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **A One Fire Equipment, Inc.** (hereinafter "Contractor") to supply **Fire Equipment and Supplies** to the County pursuant to County Bid number **12-0806** (hereinafter "ITB"), addenda nos. N/A opening dated **March 21, 2012** and Contractor's **March 20, 2012** Bid response thereto with all County Bid provisions governing.

**Special Clauses:**

**Public Records**

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

**Prohibition against Contingent Fees**

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

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

This Contract May not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

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

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

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

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*"Earning Community Confidence Through Excellence in Service"*

**Office of Procurement Services**  
Tavares, Florida 32778-7800

**315 W. Main, Suite 441**  
Ph (352) 343-9839

**P.O. Box 7800**  
Fax (352) 343-9473

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 12, 2012** through **June 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Roseann Johnson*  
Senior Contracting Officer

Date: *June 26, 2012*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Public Safety

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 12-0806

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment using the County's VISA- based electronic payment system:  Yes  No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): NA

**General Vendor Information and Bid Signature:**

Firm Name: A One Fire Equipment, Inc.  
 Street Address: 308 Rachelle Ave. #531 Sanford, FL 32771  
 Mailing Address (if different): PO Box 953931 Sanford, FL 32771  
 Telephone No.: 407.415.7391 Fax No.: 407.322.9246 E-mail: joanne.langton@aonefire.com  
 FEIN No. 27-4653168 Prompt Payment Terms:      % 30 days, net       
 Signature: *Joanne Langton* Date: 3-21-12  
 Print Name: Joanne Langton Title: Owner

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- Sole vendor  Pre-qualified pool vendor based on price  
 Pre-qualified pool vendor (spot bid)  Primary vendor for items:       
 Secondary vendor for items:       Other status:

Signature of authorized County official: *Roseann Johnson* Date: 6-12-12  
 Printed name: Roseann Johnson Title: Sr. Contracting Officer  
 Purchase Order Number assigned to this contract for billing purposes: TBD

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

## WORK REFERENCES

Agency	City of Holly Hill
Address	453 LPGA Blvd.
City, State, ZIP	Holly Hill, FL 32117
Contact Person	Tod Anderson
Telephone	386-478-3460
Date(s) of Service	2011 & 2012
Type of Service	Parts & Sales
Comments:	

Agency	City of Jacksonville
Address	2581 Commonwealth Ave
City, State, ZIP	Jacksonville, FL 32254
Contact Person	Tim Driggers
Telephone	904-380-8252
Date(s) of Service	2011 & 2012
Type of Service	Parts Sales
Comments:	

Agency	City of Hialeah
Address	900 E. 56 <sup>th</sup> St. So. Bldg 3
City, State, ZIP	Hialeah, FL 33013
Contact Person	George Miller
Telephone	305-667-2603
Date(s) of Service	2011 & 2012
Type of Service	Parts & Sales
Comments:	

## WORK REFERENCES

Agency	Mt. Dora Fire Dept.
Address	1300 No. Donnelly St.
City, State, ZIP	Mt. Dora, FL 32757
Contact Person	Bob Orender
Telephone	352-408-1290
Date(s) of Service	2011 & 2012
Type of Service	Parts & Service
Comments:	

Agency	Flagler County
Address	1769 E. Monday Blvd. Bldg 61
City, State, ZIP	Bunnell, FL 32110
Contact Person	Chet Lagana
Telephone	386-569-0812
Date(s) of Service	2011 & 2012
Type of Service	Parts & Service
Comments:	

Agency	Safety First Fire Equipment
Address	4415-JC Constitution Lane #188
City, State, ZIP	Marianna, FL 32448
Contact Person	Paul Crumpler
Telephone	850-209-0726
Date(s) of Service	2011 & 2012
Type of Service	Parts & Service
Comments:	

**A  ne Fire Equipment, Inc.**  
High Quality Parts & Service

---

March 20<sup>th</sup>, 2012

Roseanne Johnson, CPM, CPPB, Senior Contracting Officer  
Lake County BCC  
Procurement Services Office  
315 West Main Street, Room 441  
PO Box 7800  
Tavares, FL 32778-7800  
Phone: 352.343.9839  
Fax: 352.343.9473  
Email: [rjohnson@lakecountyfl.gov](mailto:rjohnson@lakecountyfl.gov)

RE: Parts and Service for all Fire Apparatuses

**SERVICE:**

- Hourly rate of \$85.00 per hour.
- Response time of 1.5 to 2.0 hours.
- Guarantee work quality.
- Mobile Service
- Within the next year we will be obtaining a Shop for Service
- Free Pick up and Delivery of Fire Apparatuses
- A One Customer Service
- Fast Turn-around
- We understand the urgency to keep the Fire Trucks in Excellent Service to Save Lives

**PARTS:**

- Ability to get any parts you need for any of your Fire Apparatuses
- Fast Turn-around time for delivery
- Dont have a part number we specialize in researching the parts for you
- Best products in the area through our network of Manufacturers
- We will follow up to make sure you receive your parts and the correct parts
- A One Customer Service

We look forward to working with you!!

Thank you,

Joanne Langton  
Owner  
407\*415\*7391





MODIFICATION OF CONTRACT

<p>1. Modification No.: 3 Effective Date: July 1, 2015</p>	<p>2. Contract No.: 12-0806B Effective Date: June 12, 2012</p>
<p>3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765</p>	<p>5. Contractor Name and Address: Bennett Fire Products Company, Inc. PO Box 2458 Woodstock, GA 30188  Attn: Danny Bennett, President</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION: Contract modification to extend contract one (1) year, expiring June 30, 2016. <i>* 2015 Price Lists Received -</i></p>	
<p>8. Contractor's Signature <b>REQUIRED</b> Name: <u>Danny Bennett</u> <i>Danny Bennett</i> Title: <u>President</u> Date: <u>February 25, 2015</u></p>	<p>9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-25-2015</u> Date</p>
<p>10. Distribution: Original: Bid File No. 12-0806B Cc: Vendor, Department</p>	

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District 4

WELTON G. GADWELL  
District 5



Part Number	PRODUCT NAME	PRODUCT DESCRIPTION	List
<b>FirePro 1971 - Structural Goggles</b>			
740-0535	<b>FirePro 1971 EX 1</b>	Two-piece strap w/thumb screw mounting brackets, Clear lens	\$76.50
740-0536	<b>FirePro 1971 EX 2</b>	Two-piece strap w/Snap-On/Snap-Off mounting brackets, Clear lens	\$76.50
740-0537	<b>FirePro 1971 FS</b>	One-piece wrap-around strap w/Velcro helmet tabs, Clear lens	\$70.00
<b>FirePro 1971 Lenses &amp; Accessories</b>			
740-0585	FirePro 1971 Lens Clear	2.4mm Innerzone interchangeable lens with NFPA markings	\$22.00
740-0228	Nomex Heat Sleeve	Nomex heat-resistant sleeve w/reflective patch	\$20.00
740-0201	FirePro 1971 EX 1 Mounting Brackets	Mounting brackets w/thumb screws	\$12.00
740-0251	FirePro 1971 EX 2 Mounting Brackets	Snap-On/Snap-Off mounting brackets	\$12.00
740-0558	FirePro 1971 EX1 & EX 2 Goggle Strap	Two-piece Nomex strap with Black Speed-Clips	\$20.00
740-0590	FirePro FS Goggle Strap	One-piece wrap-around Nomex strap with Black Speed-Clips	\$18.00
<b>Innerzone Series - Structural Goggles</b>			
740-0264	<b>Innerzone 1</b>	Two-piece strap w/thumb screw mounting brackets, Clear lens	\$69.00
740-0268	<b>Innerzone 2</b>	Two-piece strap w/Snap-On/Snap-Off mounting brackets, Clear lens	\$69.00
740-0273	<b>Innerzone 3</b>	One-piece wrap-around strap w/Velcro helmet tabs, Clear lens	\$61.00
<b>Innerzone Lenses &amp; Accessories</b>			
740-0190	Innerzone Lens - Clear	2.4mm Innerzone interchangeable lens with NFPA markings	\$20.00
740-0228	Nomex Heat Sleeve	Nomex heat-resistant sleeve w/reflective patch	\$20.00
740-0201	Innerzone 1 Mounting Brackets	Innerzone 1 mounting brackets w/thumb screws	\$12.00
740-0251	Innerzone 2 Mounting Brackets	Snap-On/Snap-Off mounting brackets	\$12.00
740-0220	Innerzone 1 & 2 Goggle Strap	Two-piece Nomex strap with Black Speed-Clips	\$18.00
740-0222	Innerzone 3 Goggle Strap	One-piece wrap-around Nomex strap with Black Speed-Clips	\$16.00
<b>FirePro 1977 Series - Wildland Fire/Rescue Goggles</b>			
740-0377	<b>FirePro 1977 FS</b>	Low-profile frame, one-piece wrap-around strap w/Velcro helmet tabs	\$50.00
740-0378	<b>FirePro 1977 EX</b>	Low-profile frame, two-piece strap w/Snap-On/Snap-Off mounting brackets	\$55.50
740-0380	<b>FirePro 1977 Asian-Fit</b>	Asian Fit - flatter curvature, one-piece wrap-around strap w/Velcro helmet tabs	\$50.00
<b>FirePro 1977 Lenses &amp; Accessories</b>			
740-0562	FirePro 1977 Lens - Clear	2.8mm interchangeable lens with NFPA 1977 markings	\$22.00
740-0119	FirePro 1977 Lens Smoke Gray	2.8mm interchangeable lens	\$22.00
740-0121	FirePro 1977 Lens Hi-Def Yellow	2.8mm interchangeable lens	\$22.00
740-0508	FirePro 1977 Lens Hi-Def Bronze	2.8mm interchangeable lens	\$22.00
740-0260	FirePro 1977 Asian-Fit Lens Clear	2.8mm interchangeable lens for FirePro 1977 Asian-Fit	\$22.00
740-0259	FirePro 1977 Asian-Fit Lens Smoke Gray	2.8mm interchangeable lens for FirePro 1977 Asian-Fit	\$22.00
740-0258	FirePro 1977 Asian-Fit Lens Hi-Def Yellow	2.8mm interchangeable lens for FirePro 1977 Asian-Fit	\$22.00
740-0228	Nomex Heat Sleeve	Nomex heat-resistant sleeve w/reflective patch	\$20.00
740-0251	FirePro 1977 EX Mounting Brackets	Snap-On/Snap-Off mounting brackets	\$12.00
740-0135	6 Pack Tear-Off Lens Covers	Tear-off lens covers (6 Pack)	\$7.00
740-0215	FirePro 1977 FS & FirePro 1977 A Goggle Strap	One-piece wrap-around strap w/Velcro helmet tabs & Red Speed-Clips	\$10.00
740-0216	FirePro 1977 EX Goggle Strap	Two-piece strap w/Red Speed-Clips	\$14.00



Part Number	PRODUCT NAME	PRODUCT DESCRIPTION	List
<b>Striketeam Series - Wildland Fire/Rescue Goggles</b>			
740-0283	<b>Striketeam XTO</b>	One-piece wrap-around strap w/face foam padding, Clear lens	\$42.00
740-0236	<b>Striketeam WF</b>	One-piece wrap-around strap, no face padding, Clear lens	\$38.50
740-0235	<b>Striketeam SJ</b>	Fully-sealed goggle for heavy smoke environments with one-piece wrap-around strap, Clear lens	\$46.25
740-0287	<b>X-Tricator</b>	Two-piece strap w/Snap-On/Snap-Off mounting brackets, Red Speed-Clips, Clear lens	\$49.50
<b>Striketeam Lenses &amp; Accessories</b>			
740-0192	Striketeam Lens - Clear	2.6mm interchangeable lens	\$20.00
740-0227	Striketeam Lens - Smoke Gray	2.6mm interchangeable lens	\$20.00
740-0315	Striketeam Lens - Hi-Def Yellow	2.6mm interchangeable lens	\$20.00
740-0208	Striketeam Soft Carrying Case	Soft goggle carrying case	\$14.00
740-0246	Striketeam Tear-Off Lens Covers (6 pk)	Striketeam/X-Tricator tear-off lens covers - 6 Pack	\$7.00
740-0228	Nomex Heat Sleeve	Nomex heat-resistant sleeve w/reflective patch	\$20.00
740-0221	Striketeam Goggle Strap	One-piece wrap-around strap with Velcro tabs	\$10.00
740-0224	X-Tricator Goggle Strap	Two-piece strap w/Red Speed-Clips	\$14.00
<b>Profile TurboFan Goggle Series</b>			
740-0131	<b>Profile TurboFan</b> Black	2-speed vent fan, SpeedSleeve, face padding, carrying case, 2.8mm Clear & Smoke Gray lenses (AA battery included)	\$180.00
<b>Profile TurboFan Lenses &amp; Accessories</b>			
740-0113	Profile NVG Lens - Clear	2.8mm interchangeable lens	\$22.00
740-0119	Profile NVG Lens - Smoke Gray	2.8mm interchangeable lens	\$22.00
740-0121	Profile NVG Lens - Hi-Def Yellow	2.8mm interchangeable lens	\$22.00
740-0508	Profile NVG Lens -Hi-Def Bronze	2.8mm interchangeable lens	\$22.00
<b>Prescription Inserts</b>			
740-0433	URx Prescription Insert (Fits select ESS & Oakley items)	Black high-impact ballistic nylon prescription carrier includes goggle hanger & nosepiece for both ESS & Oakley products (Compatible with ESS Profile NVG Goggle/Crossbow/Crosshair/ICE/ICE NARO & Oakley Ballistic Goggle/M-Frame 2.0)	\$37.50
740-0527	URx Nosepiece (High Clearance)	Crossbow/Crosshair/ICE/ICE NARO compatible nosepiece accessory for use with Vice Rx Insert	\$6.00
740-0308	Vice Rx Insert	Wire-frame prescription carrier includes Advancer goggle hanger & Crossbow/Crosshair/ICE/ICE NARO compatible nosepiece	\$30.00
740-0563	Vice Rx Nosepiece (High Clearance)	Crossbow/Crosshair/ICE/ICE NARO compatible nosepiece accessory for use with Vice Rx Insert	\$4.00
740-0311	P-2B Rx Insert	Black high-impact ballistic nylon prescription carrier, includes Profile goggle hanger & Crossbow/ICE/ICE NARO nosepiece	\$30.00
740-0564	P-2B Rx Accessory Nosepiece (Low Profile)	Crossbow/ICE/ICE NARO compatible nosepiece for use with P-2B Rx Insert	\$4.00
740-0312	CDI Prescription Insert	Prescription insert for CDI sunglasses (CDI not ANSI Z87.1 compliant when prescription insert installed)	\$24.00
<b>Polarized Eye Pro</b>			
ESS Polarized Lenses reduce glare and eye strain while filtering 100% of harmful UVA/UVB rays. All ESS polarized lenses are safety-rated to ANSI Z87.1+. Polarized Warning: Polarized lenses are not compliant with Mil Spec MIL-PRF 31013.			
EE9018-04	<b>Rollbar</b> Black Frame/ Polarized Mirrored Gray Lenses	Black frame with a high-impact Polarized Gray lens. Small zippered hard case, microfiber cleaning pouch & elastic retention strap	\$150.00
740-0603	Rollbar Lens Polarized	1.8mm interchangeable lens set	\$75.00
740-0494	<b>Crossbow Polar One</b>	Black frame with a high-impact Polarized Gray lens. Small zippered hard case & microfiber cleaning pouch	\$135.00
740-0455	Crossbow Lens Polarized	1.9mm interchangeable lens & nosepiece.	\$110.00
740-0529	<b>CDI</b> Polarized Mirrored Gray Lenses	Black frame with 1.8mm Polarized Mirrored Gray Lenses, zippered hard case & microfiber cleaning pouch	\$135.00
740-0319	CDI Lens Mirrored Gray Polarized	1.8mm interchangeable lens set	\$70.00
EE9006-03	<b>5B</b> Black Frame/ Polarized Mirrored Gray Lenses	Black frame with 1.8mm Polarized Mirrored Gray Lenses, zippered hard case & microfiber cleaning pouch	\$135.00



Part Number	PRODUCT NAME	PRODUCT DESCRIPTION	List
<b>Cross-Series Eyeshields</b>			
The Cross-compatible eyeshield platform includes three products: the elite Crossbow™ with premium anti-fog / anti-scratch lenses, the adaptable Suppressor™ for use with hearing protection, and the entry-level Crosshair™ with core performance. All Cross-Series™ components and accessories can be interchanged between these three eyeshields.			
<b>Crossbow</b> - Features interchangeable 2.4mm polycarbonate high-impact lenses that provide 100% UVA/UVB protection. ClearZone Flow Coat lens coatings maximize scratch resistance on the outside & fog resistance on the inside.			
740-0504	<b>Crossbow 2X</b>	Black frames. Two fully-assembled Crossbow eyeshields: (1) w/Clear lens & (1) w/Smoke Gray lens. Small zippered hard case & microfiber cleaning pouch	\$105.00
740-0463	<b>Crossbow 2X</b> Terrain Tan	Terrain Tan frames. Two fully-assembled Crossbow eyeshields: (1) w/Clear lens & (1) w/Smoke Gray lens. Small zippered hard case & microfiber cleaning pouch	\$105.00
740-0387	<b>Crossbow 3LS</b>	Black frame. One fully-assembled Crossbow frame w/Clear lens & two interchangeable lenses: Smoke Gray & Hi-Def Yellow. Small zippered hard case & microfiber cleaning pouch **Hi-Def Yellow lenses not approved for DoD use**	\$110.00
740-0615	<b>Crossbow ONE</b> Clear Lens	One Black Crossbow frame w/interchangeable Clear Lens. Microfiber cleaning pouch & elastic retention strap	\$40.00
740-0614	<b>Crossbow ONE</b> Smoke Gray Lens	One Black Crossbow frame w/interchangeable Smoke Gray Lens. Microfiber cleaning pouch & elastic retention strap	\$40.00
740-0546	<b>Crossbow ONE</b> Photochromic	One Black Crossbow frame w/interchangeable Photochromic Lens. Small zippered hard case, microfiber cleaning pouch & elastic retention strap	\$190.00
<b>Crossbow Suppressor</b> - Engineered for use under hearing pro & comms gear. Featuring Z-Bend™ Geometry, the Suppressor frame's ultra-thin temple arms help keep noise out by minimizing the effect on the padded seal of ear cups. The slim temples eliminate the hot spots & pressure points that occur when normal eyewear is worn under ear cups.			
740-0388	<b>Crossbow Suppressor 2X+</b> Clear, Smoke Gray, Hi-Def Copper	Black frames. Two fully-assembled eyeshields: (1) Hi-Def Copper lens w/Suppressor frame & (1) Clear lens w/standard Crossbow frame, plus a Smoke Gray lens. Large zippered hard case, microfiber cleaning pouch & elastic retention strap	\$130.00
740-0475	<b>Crossbow Suppressor 2X</b> Clear & Hi-Def Copper	Black frames. Two fully-assembled eyeshields: (1) Hi-Def Copper lens w/Suppressor frame & (1) Clear lens w/standard Crossbow frame. Large zippered hard case, microfiber cleaning pouch & elastic retention strap	\$110.00
740-0472	<b>Crossbow Suppressor ONE</b> Hi-Def Copper	One Black Crossbow Suppressor frame w/interchangeable Hi-Def Copper lens. Microfiber cleaning pouch & elastic retention strap	\$45.00
<b>Crosshair</b> - Features interchangeable 2.4mm polycarbonate high-impact lenses that provide 100% UVA/UVB protection. ToughZone Lens Coating for maximum scratch-resistance.			
EE9014-01	<b>Crosshair 2X</b> Clear and Smoke Gray	Black frames. Two fully-assembled Crosshair eyeshields: (1) w/Clear lens & (1) w/Smoke Gray lens. Zippered hard case, microfiber cleaning pouch & elastic retention strap	\$80.00
EE9014-05	<b>Crosshair 3LS</b> Clear, Smoke Gray & Hi-Def Yellow	Black frame. One fully-assembled Crosshair frame w/Smoke Gray Lens & two interchangeable lenses: Clear & Hi-Def Yellow. Small zippered hard case, microfiber cleaning pouch & elastic retention strap	\$80.00
EE9014-07	<b>Crosshair ONE</b> Clear Lens	One Black Crosshair frame w/interchangeable Clear lens. Microfiber cleaning pouch	\$36.00
EE9014-08	<b>Crosshair ONE</b> Smoke Gray Lens	One Black Crosshair frame w/interchangeable Smoke Gray lens. Microfiber cleaning pouch	\$36.00
<b>Cross-Series Lenses &amp; Accessories</b>			
740-0425	Crossbow Lens Clear	2.4mm interchangeable lens & nosepiece. ClearZone dual lens coatings maximize scratch resistance on the outside & fog resistance on the inside	\$28.00
740-0424	Crossbow Lens Smoke Gray	2.4mm interchangeable lens & nosepiece. ClearZone dual lens coatings maximize scratch resistance on the outside & fog resistance on the inside	\$28.00
740-0423	Crossbow Lens Hi-Def Yellow	2.4mm interchangeable lens & nosepiece. ClearZone dual lens coatings maximize scratch resistance on the outside & fog resistance on the inside	\$28.00
740-0426	Crossbow Lens Hi-Def Copper	2.4mm interchangeable lens & nosepiece. ClearZone dual lens coatings maximize scratch resistance on the outside & fog resistance on the inside	\$28.00
740-0509	Crossbow Lens Hi-Def Bronze	2.4mm interchangeable lens & nosepiece. ClearZone dual lens coatings maximize scratch resistance on the outside & fog resistance on the inside	\$28.00
740-0452	Crossbow Lens Photochromic	2.4mm interchangeable lens & nosepiece. ClearZone dual lens coatings maximize scratch resistance on the outside & fog resistance on the inside. Light-Adapting Lens	\$145.00
740-0503	Crossbow Frame - Black	The Crossbow Tri-Tech frame offers universal fit, maximum comfort & zero pressure points.	\$20.00
740-0474	Crossbow Frame Coyote Brown	The Crossbow Tri-Tech frame offers universal fit, maximum comfort & zero pressure points. Coyote Brown frame and nosepiece included	\$22.00
740-0531	Crossbow Frame & Nosepiece Terrain Tan	One Terrain Tan Crossbow Replacement Frame & One Terrain Tan Nosepiece	\$22.00
740-0450	Suppressor Frame Black	Suppressor frame w/ultra-thin temple arms for use under ear cup hearing protection, includes elastic retention strap. Compatible w/all Crossbow & Crosshair lenses	\$20.00
740-0532	Suppressor Frame & Nosepiece	Suppressor Frame & Nosepiece Terrain Tan	\$22.00
740-0479	Crosshair Lens - Clear	2.4mm interchangeable lens & nosepiece. ToughZone Lens Coating for maximum scratch-resistance	\$20.00
740-0480	Crosshair Lens - Smoke Gray	2.4mm interchangeable lens & nosepiece. ToughZone Lens Coating for maximum scratch-resistance	\$20.00
740-0477	Crosshair Lens - Hi-Def Yellow	2.4mm interchangeable lens & nosepiece. ToughZone Lens Coating for maximum scratch-resistance	\$20.00
740-0478	Crosshair Lens - Hi-Def Copper	2.4mm interchangeable lens & nosepiece. ToughZone Lens Coating for maximum scratch-resistance	\$20.00
740-0481	Crosshair Lens - Mirrored Silver	2.4mm interchangeable lens & nosepiece. ToughZone Lens Coating for maximum scratch-resistance	\$30.00
740-0530	Crosshair Frame & Nosepiece Terrain Tan	One Terrain Tan Crosshair Frame & One Terrain Tan Nosepiece	\$14.00
740-0445	<b>Cross-Series Hard Protective Case</b>	Small zippered hard case. Fits one complete Cross-Series eyeshield & one interchangeable lens	\$25.00
740-0473	Low Profile Cross-Series Eyeshield Replacement Nosepiece	Interchangeable nosepiece that fits Cross-Series/ICE/ICE NARO	\$4.00
740-0565	Eyeshield Elastic Retention Strap	Replacement Elastic Retention Strap for ESS Cross-Series, ICE Series eyeshields, CDI & CDI MAX sunglasses. The strap has an adjustable slide & robust attachment pins.	\$5.00
740-0528	Medium-Clearance Eyeshield Nosepiece	Standard Crosshair nosepiece. Compatible with Crossbow/Suppressor/ICE/ICE NARO	\$7.50



Part Number	PRODUCT NAME	PRODUCT DESCRIPTION	List
<b>Sunglass Series</b>			
EE9018-03	<b>Rollbar</b> Black Frame/Silver ESS Logo	Black frame with silver ESS logo, interchangeable 2.2mm Clear & Smoke Gray lenses, zippered hard carrying case, elastic retention strap & microfiber cleaning pouch	\$115.00
EE9018-02	<b>Rollbar</b> Black Frame/Subdued ESS Logo	Black frame with subdued ESS logo, interchangeable 2.2mm Clear & Smoke Gray lenses, zippered hard carrying case, elastic retention strap & microfiber cleaning pouch	\$115.00
EE9018-05	<b>Rollbar Tactical</b> Black Frame/Subdued ESS Logo	Black frame with subdued ESS logo, interchangeable 2.2mm Clear, Mirrored Copper & Smoke Gray lenses, zippered hard carrying case, elastic retention strap & microfiber cleaning pouch	\$140.00
EE9015-04	<b>Credence</b> Black Frame/Smoke Gray Lenses	Black frame with 2.2mm Gray Lenses, zippered hard case & microfiber cleaning pouch	\$90.00
EE9015-06	<b>Credence</b> Black Frame/ Mirrored Copper Lenses	Black frame with 2.2mm Mirrored Copper Lenses, zippered hard case & microfiber cleaning pouch	\$100.00
EE9015-02	<b>Credence</b> Gray Frame/ Mirrored Copper Lenses	Gray frame with 2.2mm Mirrored Copper Lenses, zippered hard case & microfiber cleaning pouch	\$100.00
EE9015-08	<b>Credence</b> Black Frame/ Mirrored Blue Lenses	Black frame with 2.2mm Mirrored Blue Lenses, zippered hard case & microfiber cleaning pouch	\$100.00
EE9006-05	<b>5B</b> Gray Frame/Mirrored Gray Lenses	Gray frame with 2.2mm Mirrored Gray Lenses, zippered hard case & microfiber cleaning pouch	\$100.00
EE9006-06	<b>5B</b> Black Frame/Smoke Gray Lenses	Black frame with 2.2mm Smoke Gray Lenses, zippered hard case & microfiber cleaning pouch	\$90.00
EE9006-02	<b>5B</b> Black Frame/ Mirrored Copper Lenses	Black frame with 2.2mm Mirrored Copper Lenses, zippered hard case & microfiber cleaning pouch	\$100.00
740-0297	<b>CDI MAX</b> Medium/Large Fit	Black frame with interchangeable 2.4mm Clear & Smoke Gray lenses, zippered hard case, elastic retention strap & microfiber cleaning pouch	\$100.00
740-0457	<b>CDI MAX Desert Tan</b> Medium/Large Fit	Desert Tan frame with interchangeable 2.4mm Clear & Smoke Gray lenses, zippered hard case, elastic retention strap & microfiber cleaning pouch	\$100.00
740-0296	<b>CDI</b> Small/Medium Fit	Black frame with interchangeable 2.2mm Clear & Smoke Gray lenses, zippered hard carrying case, elastic retention strap & microfiber cleaning pouch	\$100.00
740-0458	<b>CDI Desert Tan</b> Small/Medium Fit	Desert Tan frame with interchangeable 2.2mm Clear & Smoke Gray lenses, zippered hard carrying case, elastic retention strap & microfiber cleaning pouch	\$100.00
<b>Sunglass Lenses &amp; Accessories</b>			
740-0599	Rollbar Lens - Clear	2.2mm interchangeable lens set	\$22.00
740-0600	Rollbar Lens - Smoke Gray	2.2mm interchangeable lens set	\$22.00
740-0601	Rollbar Lens - Mirrored Gray	2.2mm interchangeable lens set	\$30.00
740-0602	Rollbar Lens - Mirrored Copper	2.2mm interchangeable lens set	\$30.00
740-0604	Rollbar Lens - Hi-Def Yellow	2.2mm interchangeable lens set	\$25.00
740-0412	CDI MAX Lens - Clear	2.4mm interchangeable lens set	\$22.00
740-0415	CDI MAX Lens - Smoke Gray	2.4mm interchangeable lens set	\$22.00
740-0416	CDI MAX Lens - Mirrored Silver	2.4mm interchangeable lens set	\$30.00
740-0414	CDI MAX Lens - Hi-Def Copper	2.4mm interchangeable lens set	\$22.00
740-0413	CDI MAX Lens - Hi-Def Yellow	2.4mm interchangeable lens set	\$22.00
740-0185	CDI Lens - Clear	2.2mm interchangeable lens set	\$22.00
740-0320	CDI Lens - Smoke Gray	2.2mm interchangeable lens set	\$22.00
740-0505	CDI Lens - Mirrored Gray	2.2mm interchangeable lens set	\$30.00
740-0187	CDI Lens - Mirrored Silver	2.2mm interchangeable lens set	\$30.00
740-0188	CDI Lens - Mirrored Copper	2.2mm interchangeable lens set	\$30.00
740-0186	CDI Lens - Hi-Def Yellow	2.2mm interchangeable lens set	\$22.00
740-0557	CDI/CDI Max Temple Sleeves	CDI and CDI MAX Accessory Temple Sleeves	\$4.00
740-0565	Eyeshield Elastic Retention Strap	Replacement Elastic Retention Strap for ESS Cross-Series, ICE Series eyeshields, CDI & CDI MAX sunglasses. The strap has an adjustable slide & robust attachment pins.	\$5.00
740-0560	Microfiber Bag Black	Microfiber Bag Black	\$8.50
740-0597	Sunglass Hard case	ESS Sunglass Hard case	\$18.00
740-0576	Grime Reaper	Microfiber Cleaning Cloth	\$4.95



Part Number	PRODUCT NAME	PRODUCT DESCRIPTION	List
<b>ICE Eyeshield Series</b>			
740-0003	<b>ICE-2X</b> Medium/Large Fit	Black Frames. Two fully-assembled eyeshields: (1) w/Clear lens & (1) w/Smoke Gray lens. Zippered hard case, no fog cloth & elastic retention strap	\$75.00
740-0001	<b>ICE-2X NARO</b> Small Fit	Black Frames. Two fully-assembled eyeshields: (1) w/Clear lens & (1) w/Smoke Gray lens. Zippered hard case, no fog cloth & elastic retention strap	\$75.00
740-0020	<b>ICE 3LS</b> Medium/Large Fit	Black Frames. One fully assembled ICE frame w/Clear lens & two interchangeable lenses: Smoke Gray & Hi-Def Yellow. Zippered hard case, no-fog cloth & elastic retention strap	\$80.00
740-0016	<b>ICE NARO 3LS</b> Small Fit	Black Frames. One fully assembled ICE frame w/Clear lens & two interchangeable lenses: Smoke Gray & Hi-Def Yellow. Zippered hard case, no-fog cloth & elastic retention strap	\$80.00
740-0007	<b>ICE 2X+ Deluxe Kit</b> Medium/Large Fit	Black frames. Two fully-assembled eyeshields: (1) w/Clear lens & (1) w/Hi-Def Copper lens, and (1) extra Smoke Gray lens. Anti-fog solution, microfiber cleaning pouch, zippered hard case & elastic retention strap	\$95.00
<b>ICE Series Lenses &amp; Accessories</b>			
740-0071	ICE Lens - Clear	2.4mm interchangeable lens	\$18.00
740-0011	ICE Lens - Smoke Gray	2.4mm interchangeable lens	\$18.00
740-0088	ICE Lens - Hi-Def Yellow	2.4mm interchangeable lens	\$18.00
740-0086	ICE Lens - Hi-Def Copper	2.4mm interchangeable lens	\$18.00
740-0078	ICE NARO Lens - Clear	2.4mm interchangeable lens	\$18.00
740-0079	ICE NARO Lens - Smoke Gray	2.4mm interchangeable lens	\$18.00
740-0077	ICE NARO Lens - Hi-Def Yellow	2.4mm interchangeable lens	\$18.00
740-0080	ICE NARO Lens - Hi-Def Copper	2.4mm interchangeable lens	\$18.00
740-0081	ICE Semi-Rigid Case	Zippered MOLLE compatible semi-rigid case	\$18.00
740-0073	ICE Hard Case	Zippered hard case	\$18.00
740-0082	ICE Frame Kit - Black	Includes two black temple pieces, black nosepiece, elastic retention strap & no-fog cloth	\$13.00
740-0083	ICE NARO Frame Kit - Black	Includes two black temple pieces, black nosepiece, elastic retention strap, & no-fog cloth	\$13.00
740-0473	Low Profile Cross-Series Eyeshield Replacement Nosepiece	Interchangeable nosepiece that fits Cross-Series/ICE/ICE NARO	\$4.00
740-0565	Eyeshield Elastic Retention Strap	Replacement Elastic Retention Strap for ESS Cross-Series, ICE Series eyeshields, CDI & CDI MAX sunglasses. The strap has an adjustable slide & robust attachment pins.	\$5.00

# 2015 PRICE LIST

Price List – 1.31.15

Quality Protective Products by Honeywell First Responder Products

# Honeywell

## GLOVES, HOODS AND SUSPENDERS

Certified to ISO 9001:2008 Manufacturing

Honeywell Brand Products for First Responders is marketed exclusively through:

## Honeywell

First Responder Products

#1 Innovation Court • Dayton, OH 45414

(937) 264-2662 • Fax (937) 264-2677 • 1-800-688-6148

Website: [www.HoneywellFirstResponder.com](http://www.HoneywellFirstResponder.com) • E-mail: [info@HoneywellFirstResponder.com](mailto:info@HoneywellFirstResponder.com)

## Terms of Sale

1. **PURCHASE ORDERS.** All purchases hereunder are governed solely by the terms and conditions of this Agreement and all preprinted terms and conditions contained on purchase orders or acknowledgements are excluded. Seller accepts Buyer's purchase order, but acceptance is expressly made conditional on agreement by Buyer to Seller's terms and conditions included with this acknowledgement. Buyer agrees to Seller's terms (including any inconsistencies between Buyer's purchase order and this conditional acceptance), unless Buyer promptly provides written notice of objection to Seller.
  
2. **DELIVERY TERMS.** Domestic: F.O.B. shipping point, freight prepaid by Seller and added to Buyer's invoice. Title to products pass to Buyer upon delivery to carrier from Seller's dock. Buyers are required to contact Seller directly regarding export freight policies. Freight claims for product damages or shortages can be filed on our distributor's behalf by Seller with carriers if filed in writing with Customer Service within 10 business days of receipt of shipment. Freight representing a single shipment to a single destination within the 48 contiguous U.S. states will be freight prepaid and absorbed via Seller selected overland routing when ordering per below requirements:
  - 50 garments

Freight representing a single shipment to a single destination within Canada will be freight prepaid and absorbed via Seller selected overland routing when ordering per below requirements:

  - 50 garments

Special routing requests may incur additional charges. Buyers are required to contact Seller Customer Service directly regarding export freight policies.
  
3. **MINIMUM ORDER.** \$100.00 net value. A charge of \$35.00 will be assessed to all orders that do not meet the \$100.00 minimum order value. Orders for Advanced Protective Tracking (APT) software and its accessories are excluded from this requirement.
  
4. **DISCOUNTS.** Seller's distributor discount program will apply to all distributor purchases
  
5. **HAZARDOUS MATERIAL TRANSPORTATION CHARGES.** When applicable, Hazardous Material Transportation charges will be prepaid and added to the purchaser's invoice.
  
6. **SHIP DATE ACKNOWLEDGEMENTS.** Every attempt is made to meet requested ship dates. However, if Seller cannot meet Buyer's ship date Seller will notify Buyer via phone, email or other written correspondence.
  
7. **CUSTOM ORDERS.** Certain orders may not be cancelled. In the event of a cancellation, the customer will be responsible for the full order. It will be shipped and billed accordingly. Buyer must verify with Seller Customer Service to ascertain if Buyer's order is of this type.
  - Examples include, but are not limited to:
    - Garment orders - may not be cancelled once the fabric has been cut.
    - Special Make Boots and Gloves – may not be cancelled once material has been cut.
    - Custom Helmet Fronts - may not be cancelled once order has been placed with vendor.
  
8. **CANCELLATIONS.** Seller does not accept cancellations of orders for custom or special manufactured products, or for non-stocked, long lead time products after Buyer receives and accepts order confirmation.
  
9. **TERMS OF PAYMENT.** Payment is due 30 calendar days from date of invoice. Payments must be made in U.S. currency. If Buyer is delinquent in its payment obligation to Seller, Seller may upon written notice to Buyer stop work and withhold future shipments until all delinquent amounts and late interest, if any, are paid. Additionally Seller may at its option: i) repossess Products for which payment has not been made; ii) charge interest on delinquent accounts at a rate of 1.5% per month for the maximum rate permitted by law, if lower, for each month or part thereof; iii) recover all costs of collection including, but not limited to, reasonable attorneys' fees; iv) combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to all other remedies available at law or in equity. This "Payments" clause will survive expiration or any termination of this Agreement. Seller may re-evaluate Buyer's credit standing at all times. If Seller reasonably determines in its sole discretion that Buyer fails to qualify for the above payment terms at any time, then Seller may without notice to Buyer modify or withdraw credit terms including, but not limited to, requiring advance payment, guarantees or other security.
  
10. **TAXES.** Seller's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), duties and charges. Buyer is responsible for all such taxes, duties and charges resulting from this Agreement or as a result of Seller's performance hereunder, whether now or hereafter imposed, levied, collected, withheld, or assessed. If Seller is required to impose, levy, collect, withhold or assess any such taxes, duties or charges on any transaction under this Agreement, then in addition to the purchase price, Seller will invoice Buyer for such taxes, duties, and charges unless at the time of order placement Buyer furnishes Seller with an exemption certificate or other documentation sufficient to verify exemption from such taxes, duties or charges. If any

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taxes are required to be withheld from amounts paid or payable to Seller under this Agreement, (i) the amount will be increased so that the amount Seller receives net of the taxes withheld equals the amount Seller would have received had no taxes been required to be withheld, (ii) Buyer will withhold the required amount of taxes and pay such taxes on behalf of Seller to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Seller within 60 days of payment. In no event will Seller be liable for taxes paid or payable by Buyer. This clause will survive expiration or any termination of this Agreement.

**11. PACKING.** If Seller is responsible for packing any items for shipment, Seller will pack such items in accordance with Seller's general packing instructions, suitable for air-ride vans only.

**12. FORCE MAJEURE.** Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any cause beyond the non-performing party's reasonable control. If the inability to perform continues for longer than 90 days, either party may terminate this Agreement by providing written notice to the other party and Buyer will pay Seller for products delivered and services performed prior to termination. Force majeure events may include but are not limited to: (1) government embargoes, (2) blockades, (3) seizure or freeze of assets, (4) delays or refusals to grant an export license or the suspension or revocation thereof, (5) any other acts of any government that would limit the ability for contract performance, (6) fires, earthquakes, floods, severe weather conditions, (7) any other acts of God, (8) quarantines or regional medical crises, (9) labor strikes or lockouts, (10) riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), (11) shortages or inability to obtain materials or components and (12) inability or refusal by Buyer's directed third party suppliers to provide Seller parts, services, manuals, or other information necessary to the goods or services to be provided by Seller under this Agreement.

Order Adjustment. If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing.

**13. INSPECTION AND ACCEPTANCE.** Unless other acceptance criteria have been agreed to by the Parties under this Agreement the Buyer will inspect Products within a reasonable period after delivery not to exceed 30 calendar days. Products will be presumed accepted unless Seller receives written notice of rejection explaining the basis for rejection within the same timeframe. Seller will have a reasonable opportunity to repair or replace rejected Products, at its option. Seller assumes shipping costs in an amount not to exceed normal surface shipping charges to Seller's designated facility for the return of properly rejected Products. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

Seller does not accept cancellations of orders for custom or special manufactured products, or for non-stocked, long lead time products after Seller receives order confirmation.

#### **14. WARRANTIES:**

##### **For Honeywell Protective Products:**

Honeywell warrants that all turnout gear and protective products are free from defects in material and workmanship for the useful life of the product. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, and normal wear. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be either repaired or replaced at the discretion of Honeywell. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection.

Honeywell warrants that Morning Pride by Honeywell FYR-Glass helmet shells are free from defects in material and workmanship for a period of 5 years from the date of manufacture when used for normal firefighting and related operations. This warranty does not cover accidental damage, intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions and normal wear. Hot Fire Training Damage – This helmet meets the NFPA 1971 standard for high convective and radiant heat resistance. These tests will damage the helmet. To avoid similar damage in training exercises (flashover and/or high heat training), always use an aluminized helmet cover. Any heat damage to a helmet without an aluminized cover during such training voids all warranties, express or implied. END USER IS STRONGLY CAUTIONED not to install any accessory piercing the shell.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

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**For Footwear:**

Honeywell warrants that all PRO Series and Honeywell protective footwear products manufactured and/or distributed by Honeywell First Responder Products, or its authorized distributors are free from any defects in material or workmanship for a period of one year from the date of manufacture. Honeywell warrants Ranger Series products manufactured and/or distributed by Honeywell First Responder Products, or its authorized distributors are free from any defects in material or workmanship for a period of two years from the date of manufacture. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be either repaired or replaced at the discretion of Honeywell. Any replacement will be for the same style and size. This warranty covers normal firefighting use only. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, exposure to a substance or environment that degrades the product and normal wear. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

**15. RETURNS.** Authorization for return of merchandise must be obtained in writing from Seller Customer Service. Returned product must be identified with a Return Merchandise Authorization (RMA) number provided by Seller Customer Service. The RMA number must be clearly marked on all packages. Any product returned for reasons other than warranty issues, defects, production errors, or shipping errors may be assessed a 20% restocking charge. Restocking charges can only be waived by VP of Sales. Returned products not deemed saleable, at the sole discretion of Seller, will be disposed of or returned at the distributor's expense and no credit will be issued. Expiration dated product, custom products, discontinued items, specialty items, etc., may not be returned for credit. Products may not be returned more than 12 months after original sale. Products returned without authorization will be disposed of or returned at the distributor's expense, and no credit will be issued. Return Authorizations must be returned to Seller within 30 days of authorization date.

**16. INDEMNITY AGAINST PATENT INFRINGEMENT.** At its expense, Seller shall defend any action brought against Buyer and pay all of Buyer's reasonable expenses and damages, but only to the extent that such expenses and damages do not exceed the aggregate amount paid by Buyer for the Products manufactured by Seller, for any claims that such Products infringe a patent or copyright effective in the United States. Buyer must notify Seller promptly in writing of the action (and all prior claims relating to such action) and give Seller sole control of the defense and all negotiations for its settlement or compromise. If Products manufactured by Seller become, or in Seller's opinion are likely to become, the subject of a patent or copyright infringement claim, Seller may at its option either secure Buyer's right to continue using such Products, replace or modify the Products to make them non-infringing, or, if neither of the foregoing alternatives is reasonably available, refund all money paid by Buyer for the Products. Seller shall have no liability for any claim of copyright or patent infringement based on (i) alteration of the Products manufactured by Seller by entities other than Seller, or (ii) use or combination of Products manufactured by Seller with Programs, software, data or equipment not supplied by Seller.

THIS SECTION CONSTITUTES SELLER'S SOLE LIABILITY, AND BUYER'S SOLE RECOURSE AND EXCLUSIVE REMEDY, IN THE EVENT OF ANY INFRINGEMENT OR OTHER VIOLATION OF INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO PRODUCTS MANUFACTURED BY SELLER.

**17. INDEMNIFICATION.** Each party will indemnify, defend, and hold the other harmless against third party claims (including, without limitation, the parties' employees) for personal injury, death or loss of or damage to property caused solely by its negligence in the performance of this Agreement. The indemnitor's obligations under this Clause are conditioned on receiving prompt notice of a claim from the indemnitee. The indemnitor will be entitled exclusively to control the defense. At the indemnitor's expense, the indemnitee will provide reasonable assistance in defense of the claim including, but not limited to, promptly furnishing the indemnitor with all relevant information within its possession or control. Because the indemnitor will provide the defense, the indemnitor will not be liable for any attorney fees or costs of indemnitee. The indemnitee may participate in the defense, but in no event will the indemnitor be liable for the indemnitee's attorney fees or costs. The indemnitee may not enter into any settlement, assume any obligation or make any concession without the prior written approval of indemnitor, which may not be unreasonably withheld.

**18. LIMITATION OF LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL IN NO CASE EXCEED THE LESSER OF THE AMOUNT PAID BY BUYER TO SELLER OR THE CONTRACT PRICE FOR THE SPECIFIC PRODUCT OR SERVICE

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THAT GIVES RISE TO THE BREACH. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

- 19. COMPLIANCE WITH LAWS.** Buyer is responsible for compliance with all import and export control laws and regulations. Buyer will obtain import, export, re-export approvals and licenses required for goods, transfers, services and technical data delivered and will retain documentation to support compliance with those laws and regulations.
- 20. NOTICES.** Every Notice between the Parties relating to the performance or administration of this Agreement shall be made in writing.
- 21. SEVERABILITY.** In the event any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this Agreement one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.
- 22. WAIVER.** The failure of either party to enforce at any time any of the provisions of this agreement shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.
- 23. SETOFF.** Buyer will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parent, affiliates, subsidiaries or other divisions or units.
- 24. APPLICABLE LAW AND FORUM.** This Agreement will be governed by the laws of the State of New York and the United States of America, without regard to conflicts of law principles. Seller and Buyer expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The federal and/or state courts located within New York, New York, USA will have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement.
- 25. ASSIGNMENT.** Neither Party will assign any rights or obligations under this Agreement without the advance written consent of the other Party, which consent will not be unreasonably withheld. Either Party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void.
- 26. TRADEMARKS.** Buyer acknowledges the proprietary nature and exclusivity of Seller ownership of the trademarks associated with Seller's products ("Trademarks"). Buyer acknowledges that it has no right, title, or interest in the Trademarks. If Buyer is an authorized distributor of Seller, Buyer may use the Trademarks solely for the purpose of identifying itself as an authorized distributor of products and to identifying the products as Seller's products. In the event that Buyer ceases to be an authorized distributor of Seller Products, Buyer shall cease any use of Seller Trademarks. Buyer shall not (i) directly or indirectly, including through any affiliate, produce, promote, advertise, distribute, sell or offer for sale, directly or indirectly, without prior written consent of Seller any item anywhere that bears a trademark, or trade dress that may infringe Seller's intellectual property interest in, or otherwise may, in Seller's good faith determination, create confusion with the Trademarks. Furthermore Buyer shall not use Trademarks in any manner likely to diminish their commercial value or make any representation to the effect that the Trademarks are owned by Buyer rather than Seller or challenge the validity of Seller ownership in Trademarks.
- 27. SURVIVAL.** All provisions which by their meaning and intent would reasonably be assumed to survive the termination or expiration of this Agreement shall so survive.

**2015 PRICE LIST**

		<b>Price</b>
SV-100	Level #1 Tracking -- Barcode Label	Standard
SV-200	Level #2 Tracking -- CD with NFPA 1851 Compliant Tracking Software	\$ 94.25
SV-300	Level #3 Tracking -- Retrofit kit to allow department barcoding of existing stock	Call
SV-400	Level #4 Tracking -- Programs to allow other asset category tracking (truck, tools, etc.). Please call to describe your exact needs so we can provide a custom quote.	Call

**GLOVES**

<b>Model</b>	<b>Outer Shell</b>	<b>Moisture Barrier</b>	<b>Availability</b>	<b>Sizing Cut-Style</b>	<b>Available Sizes for Each Cut-Style</b>	<b>Price</b>
<b>Structural Gloves</b>						
GL-SGKCG <b>Super Glove</b>	Kangaroo Back Digiroo™ Palm	Crosstech®	<b>Stock Only</b> M, L, XL	Regular Cadet	2XS,XS,S,M,L,XL,2XL,3XL 2XS,XS,S,M,L,XL,2XL,3XL	\$ 183.93
GL-HNO-EGG-SM	Elk	Crosstech®	<b>Made-to-Order</b>	Regular	2XS,XS,S,M,L,XL,2XL	\$ 307.46
GL-9500 <b>FireMate™</b>	Kangaroo Palm Elk Back	Crosstech®	<b>Stock Only</b> M, L, XL	Special	2XS,XS,S,M,L,XL,2XL,3XL	\$ 138.68
GL-9550 <b>FireMate™</b>	Kangaroo Palm Elk Back	Crosstech®	<b>Stock Only</b> M, L, XL	Special	2XS,XS,S,M,L,XL,2XL,3XL	\$ 139.66
GL-8700 <b>Eclipse™</b>	Kangaroo Palm Elk Back	Pyrotec™	<b>Stock Only</b> M, L, XL	Special	2XS,XS,S,M,L,XL,2XL,3XL	\$ 140.46
GL-6400 <b>Eclipse™</b>	Cowhide Palm Elk Back	Crosstech®	<b>Made-to-Order</b>	Special	2XS,XS,S,M,L,XL,2XL,3XL	\$ 124.33
GL-5400 <b>Eclipse™</b>	Cowhide Palm Elk Back	Polyurethane	<b>Made-to-Order</b>	Special	2XS,XS,S,M,L,XL,2XL,3XL	\$ 105.56
GL-6550	Eversoft Cowhide	Crosstech®	<b>Made-to-Order</b>	Regular Cadet	2XS,XS,S,M,L,XL,2XL,3XL S,M,L,XL	\$ 106.74
GL-7500	Cowhide Thermo Leather	Polyurethane	<b>Stock Only</b> M, L, XL	Regular Cadet	2XS,XS,S,M,L,XL,2XL,3XL S,M,L,XL	\$ 80.63
GL-7550	Cowhide Thermo Leather	Polyurethane	<b>Stock Only</b> M, L, XL	Regular Cadet	2XS,XS,S,M,L,XL,2XL,3XL S,M,L,XL	\$ 78.78
GL-9900	Elk	Crosstech®	<b>Made-to-Order</b>	Regular	2XS,XS,S,M,L,XL,2XL,3XL	\$ 134.67
GL-9950	Elk	Crosstech®	<b>Made-to-Order</b>	Regular	2XS,XS,S,M,L,XL,2XL,3XL	\$ 132.43
GL-SGWPSM5	Kangaroo Back Digiroo™ Palm	Crosstech®	<b>Made-to-Order</b>	Regular Cadet	2XS,XS,S,M,L,XL,2XL,3XL 2XS,XS,S,M,L,XL,2XL,3XL	\$ 360.34
GL-TMAXG	Cowhide/Goat Leather	Pyrotec™	<b>Stock All Sizes</b>	Regular	2XS,XS,S,M,L,XL,2XL	\$ 123.46
<b>Proximity Gloves</b>						
GL-BPR-RGA	Aluminized Pbi®/Twaron Rip Stop Elk	Crosstech®	<b>Made-to-Order</b>	Regular	2XS,XS,S,M,L,XL,2XL	\$ 303.41
GL-BPR-RWA	Aluminized Pbi®/Twaron Rip Stop Elk	Crosstech®	<b>Made-to-Order</b>	Regular	2XS,XS,S,M,L,XL,2XL	\$ 314.49
<b>Technical Rescue Gloves</b>						
GL-SGKCW <b>Super Glove</b>	Kangaroo Back Digiroo™ Palm	Crosstech®	<b>Made-to-Order</b>	Regular Cadet	2XS,XS,S,M,L,XL,2XL,3XL 2XS,XS,S,M,L,XL,2XL,3XL	\$ 186.12
<b>EMS Work Gloves</b>						
GL-SGKCW <b>Super Glove</b>	Kangaroo Back Digiroo™ Palm	Crosstech®	<b>Stock Only</b> M, L, XL	Regular Cadet	2XS,XS,S,M,L,XL,2XL,3XL 2XS,XS,S,M,L,XL,2XL,3XL	\$ 186.12
<b>General Purpose/Utility Gloves</b>						
GL-UTL-HV	92% Nylon/8% PU Laminated to a 100% PU Sponge Foam		<b>Stock</b>	Regular	S,M,L,XL	\$ 44.39
GL-UTL-HVK	92% Nylon/8% PU Laminated to a 100% PU Sponge Foam	60% Kevlar 40% Cotton	<b>Stock</b>	Regular	S,M,L,XL	\$ 65.74

**Sizing Cut-Style:**

- Regular – “Regular” body/finger/thumb sizing per NFPA
- Cadet – Same “body” as Regular, but shorter fingers/thumb
- Special – Shorter fingers/thumb with extended body size
- Small – Fits smaller than “Regular” NFPA sizing
- Unique – Slightly shorter fingers and unique “swing thumb”
- Extra – Fits much larger than “Regular” sizing

Gentex is the only manufacturer of third party certified Aluminized shell material. As the Manufacturer of the fabric they have chosen to exercise their right granted in NFPA 1851 to define how their product is cleaned and warranted. They are now limiting their warranty to 12 months from the date of manufacturer, even when following their exact cleaning and storage guidelines\*, and then the warranty only covers the actual cost of the material excluding manufacturing costs.

\* Clean only with a soft cloth or sponge and mild soap. Rinse thoroughly. DO NOT MACHINE WASH. Dry by hanging in a well ventilated shaded area. Use a fan to circulate the air. Do not store when wet or with any chemical contamination. Do Not clean with any compounds containing ammonia, chlorine, other oxidizing or abrasive agents. Never store folded.

**2015 PRICE LIST**

**Regular Sizes**

	2XS	XS	S	M	L	XL	2XL	3XL
GL-SGKCG	MTO	MTO	S	S	S	S	MTO	MTO
GL-SGKCW	MTO	MTO	S	S	S	S	MTO	MTO
GL-7500	MTO	MTO	S	S	S	S	MTO	MTO
GL-7550	MTO	MTO	S	S	S	S	MTO	MTO
GL-6550	MTO	MTO	S	S	S	S	MTO	MTO
GL-9900	MTO							
GL-9950	MTO							
GL-HNO-EGG-SM	MTO							
GL-BPR-RGA	MTO							
GL-TMAXG	S	S	S	S	S	S	S	

**Cadet Sizes**

	2XS	XS	S	M	L	XL	2XL	3XL
GL-SGKCG	MTO							
GL-SGKCW	MTO							
GL-7500			MTO	MTO	MTO	MTO		
GL-7550			MTO	MTO	MTO	MTO		
GL-6550			MTO	MTO	MTO	MTO		

**Special Sizes**

	2XS	XS	S	M	L	XL	2XL	3XL
GL-9500	MTO	MTO	S	S	S	S	MTO	MTO
GL-9550	MTO	MTO	S	S	S	S	MTO	MTO

**Unique Sizes**

	2XS	XS	S	M	L	XL	2XL	3XL
GL-5400	MTO	MTO	S	S	S	S	S	MTO
GL-6400	MTO	MTO	S	S	S	S	S	MTO
GL-8700	MTO	MTO	S	S	S	S	S	MTO

**General Purpose/Utility Glove Sizing Chart**

**Regular Sizes**

	2XS	XS	S	M	L	XL	2XL	3XL
GL-UTL-HV			S	S	S	S		
GL-UTL-HVK			S	S	S	S		

Legend: s In stock    MTO Made-to-order – not stocked, longer wait time  
 Not available

## 2015 PRICE LIST

Model	Item	Price
<b>MaskMate™ Hoods (NFPA 1971, 2013 Edition)</b>		
HD-NXNX-SQ	Square Bib, Notched Shoulders, MaskMate, 100% Nomex®	\$ 71.35
HD-PLPL-SQ	Square Bib, Notched Shoulders, MaskMate, PBI / Lenzing	\$ 74.21
HD-CKCK-SQ	Square Bib, Notched Shoulders, MaskMate, Carbon/Kevlar/Lenzing	\$ 71.35
HD-NLNL-SQ	Square Bib, Notched Shoulders, MaskMate, Nomex®/Lenzing	\$ 53.52

<b>Reed Hoods (NFPA 1971, 2013 Edition)</b>		
HD-Reed	Reed 3-Layer – Bronze Pbi™ Outer Shell, Crosstech® on Nomex® Facecloth Moisture Barrier, Platinum Semi-slick Light Batt Aralite Inner Liner	\$ 371.01
HD-Reed3	Reed 2-Layer Bronze Pbi™ Outer Shell, No Moisture Barrier, Platinum Semi-slick Heavy Batt	\$ 272.33

**REED HOOD SIZES:** Reed Hoods come in sizes from XS through XXXL.

**TYPE OF MASKS:** The Reed Hood was originally designed to fit SCOTT AV-2000 masks. New production models have been adjusted so they can usually work with both AV-2000 and AV-3000 masks. When properly fitted they can work with many other masks too.

**FITTING:** Due to variations in head and mask sizes, individuals should be fitted while wearing their actual equipment.

Therefore, we will be pleased to exchange any Reed Hoods that are returned in like new, unused condition with the original packaging for Reed Hoods of the same spec and current NFPA Edition, but in a different size. Contact your regional team to pre-arrange this service should you need it.

## SUSPENDERS

Model	Item	Price
<b>Padded Quick Release Suspenders</b>		
S85	Traditional, 8 Point, 41" – Fits Traditional Pants – H-Back Design	\$ 52.75
S85XL	Traditional, 8 Point, 48" – Fits Traditional Pants – H-Back Design	\$ 56.47
S85S	Traditional, 8 Point, 37" – Fits Traditional Pants – H-Back Design	\$ 60.63
S85HB	High-Back, 8 Point, 38" – Fits High-Back Pants – H-Back Design	\$ 52.10
S85HB-6	High-Back, 6 Point, 38" – Fits High-Back Pants – H-Back Design	\$ 55.83

S45H	Traditional, 8 Point, 42" with Leather Tabs – Fits Traditional Pants – Crossover Design	\$ 32.15
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<b>H-Back Suspenders</b>		
S94	H-Back Design with 4 Point Alligator Clips, 48" – Green, WILDLAND FIRE FIGHTER on Straps	\$ 41.63
S95	H-Back Design with 4 Point Alligator Clips, 48" – Navy Blue, RESCUE on Straps	\$ 41.63

Honeywell Brand Products for the Fire Service are Marketed Exclusively Through:

# Honeywell

First Responder Products

#1 Innovation Court • Dayton, OH 45414 • (937) 264-2662 • Fax (937) 264-2677 • 1-800-688-6148  
 Website: [www.HoneywellFirstResponder.com](http://www.HoneywellFirstResponder.com) • E-mail: [info@HoneywellFirstResponder.com](mailto:info@HoneywellFirstResponder.com)



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 2 Effective Date: July 1, 2014	2. Contract No.: 12-0806B Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Bennett Fire Products Company, Inc. PO Box 2458 Woodstock, GA 30188  Attn: Danny Bennett, President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2015. <i>*NEW CATALOG PRICING-OK-DV</i>	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Danny Bennett</u> <i>Danny Bennett</i> Title: <u>President</u> Date: <u>February 27, 2014</u>	9. Lake County, Florida By: <u><i>Donna Villinis</i></u> Senior Contracting Officer <u>3-5-2014</u> Date
10. Distribution:  Original: Bid File No. 12-0806B Cc: Vendor	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



# LAKE COUNTY FLORIDA

## MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: June 12, 2013	2. Contract No.: 12-0806B Effective Date: June 12, 2012
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Bennett Fire Products Company, Inc. P.O. Box 2458 Woodstock, Georgia 30188  Attn: Danny Bennett, President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend one (1) year expiring June 30, 2014.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Danny Bennett</u> <i>Danny Bennett</i> Title: <u>President</u> Date: <u>April 3, 2013</u>	9. Lake County, Florida By: <i>[Signature]</i> <u>Procurement Services Manager</u> <u>3 April 2013</u> Date
10. Distribution:  Original - Bid No. 12-0806B Copies - Contractor Contracting Officer	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, *ALC. QEP*  
District 2

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District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5

12-0806B

Fire Equipment and Supplies



Bennett Fire Products Company, Inc.

Notice of Manufacturer's Price Increases

**7/1/2013 thru 6/30/2014**



**LAKE COUNTY**  
FLORIDA

CONTRACT NO. 12-0806B

For Fire Equipment and Supplies

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment and Supplies** to the County pursuant to County Bid number **12-0806** (hereinafter "ITB"), addenda nos. N/A opening dated **March 21, 2012** and Contractor's **March 20, 2012** Bid response thereto with all County Bid provisions governing.

**Special Clauses:**

**Public Records**

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

**Prohibition against Contingent Fees**

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

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

This Contract May not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

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

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

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

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*"Earning Community Confidence Through Excellence in Service"*

**Office of Procurement Services**  
Tavares, Florida 32778-7800

**315 W. Main, Suite 441**  
Ph (352) 343-9839

**P.O. Box 7800**  
Fax (352) 343-9473

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 12, 2012** through **June 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Rosclann Johnson*  
Senior Contracting Officer

Date: *June 26, 2012*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Public Safety

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 12-0806

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment using the County's VISA- based electronic payment system:  Yes  No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): \_\_\_\_\_

General Vendor Information and Bid Signature:	
Firm Name:	<u>Bennett Fire Products Co. Inc.</u>
Street Address:	<u>195 Stockwood Drive, Suite 170 Woodstock GA 30188</u>
Mailing Address (if different):	<u>PO Box 2458 Woodstock GA 30188</u>
Telephone No.:	<u>800-991-0520</u> Fax No.: <u>770-591-4332</u> E-mail: <u>bennettfire@att.net</u>
FEIN No.:	<u>58-2143532</u> Prompt Payment Terms: <u>—</u> % <u>—</u> days, net <u>30</u>
Signature:	<u>Danny Bennett</u> Date: <u>March 17, 2012</u>
Print Name:	<u>Danny Bennett</u> Title: <u>President</u>
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
<b>Vendor awarded as:</b>	
<input type="checkbox"/> Sole vendor	<input checked="" type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input checked="" type="checkbox"/> Other status: _____
Signature of authorized County official:	<u>Roseann Johnson</u> Date: <u>June 12, 2012</u>
Printed name:	<u>Roseann Johnson</u> Title: <u>Sr. Contracting Officer</u>
Purchase Order Number assigned to this contract for billing purposes:	<u>TBD</u>

## WORK REFERENCES

Agency	Broward County Fire Rescue
Address	2308-B SW 42nd Street
City, State, ZIP	Dania Beach, FL 33312
Contact Person	Logistics Manager Dalton Wood
Telephone	954-327-8712
Date(s) of Service	1994 - present
Type of Service	Firefighter's Protective Clothing Contract
Comments:	

Agency	Palm Beach County Fire Rescue
Address	405 Pike Road
City, State, ZIP	West Palm Beach, FL 33411
Contact Person	Training Chief Tom Tolbert
Telephone	561-798-7570
Date(s) of Service	2001 - present
Type of Service	Firefighter's Protective Clothing Contract
Comments:	

Agency	Pasco County Emergency Services
Address	2036 Chesapeake Drive
City, State, ZIP	Odessa, FL 33556
Contact Person	Supply Officer John Luecke
Telephone	813-926-9747
Date(s) of Service	2008 - present
Type of Service	Firefighter's Protective Clothing Contract
Comments:	



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: RB

DATE (MM/DD/YYYY)

03/15/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TBMBI - (F) P.O. Box 6989 Mobile, AL 36680 Both Hill	251-473-9000 251-473-9010	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: BENFI-1	FAX (A/C, No):
INSURED Bennett Fire Products Co., Inc Danny Bennett PO Box 2458 Woodstock, GA 30188	INSURER(S) AFFORDING COVERAGE	INSURER A: Arch Insurance Company	NAIC # 22357
		INSURER B: The Hartford Insurance Group	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MFGL06532107	03/14/12	03/14/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MFCA06027704	03/14/12	03/14/13	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	21WECZS6774	12/01/11	12/01/12	<input checked="" type="checkbox"/> NO STATE TOY LIMITS <input type="checkbox"/> TOY LIMIT \$ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - FA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Lake County is named as additional insured with respect to general liability, per the attached form 00 GL0596 00 04 10 if required by written contract							

CERTIFICATE HOLDER LAKE004 Lake County, a political subdivision of the state of FL & The Board of Co. Commissioners P.O. Box 7800 Tavares, FL 32778-7800	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Colleen Kastelle</i>
--	--

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ACORD 25 (2009/09)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

00 GL0596 00 04 10

Page 1 of 1



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

<p>1. Modification No.: 3 Effective Date: July 1, 2015</p>	<p>2. Contract No.: 12-0806C Effective Date: June 12, 2012</p>
<p>3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765</p>	<p>5. Contractor Name and Address:  Caskeys Mower 510 A East Alfred St. Tavares FL 32778  Attn: Ron Linkous, President</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2016.</p>	
<p>8. Contractor's Signature <b>REQUIRED</b> Name: <u>Ron Linkous</u> Title: <u>owner / President</u> Date: <u>2/19/15</u></p>	<p>9. Lake County, Florida  By: <u>[Signature]</u> Senior Contracting Officer <u>2-20-2015</u> Date</p>
<p>10. Distribution:  Original: Bid File No. 12-0806C Cc: Vendor, Department</p>	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • [www.lakecountyfl.gov](http://www.lakecountyfl.gov)

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICB, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 2 Effective Date: July 1, 2014	2. Contract No.: 12-0806C Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address:  Caskeys Mower 510 A East Alfred St. Tavares FL 32778  Attn: Ron Linkous, President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2015.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Ronald Linkous</u> Title: <u>PRESIDENT</u> Date: <u>2/28/14</u>	9. Lake County, Florida By: <u>D. Villinis</u> Senior Contracting Officer <u>3-3-2014</u> Date
10. Distribution:  Original: Bid File No. 12-0806C Cc: Vendor	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
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TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: June 12, 2013	2. Contract No.: 12-0806C Effective Date: June 12, 2012
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Caskeys Mower 510 A East Alfred Street Tavares, Florida 32778  Attn: Ron Linkous, President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend one (1) year expiring June 30, 2014.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Ron Linkous</u> Title: <u>President</u> Date: <u>4/6/2013</u>	9. Lake County, Florida By: <u>[Signature]</u> Procurement Services Manager <u>11 APR 13</u> Date
10. Distribution:  Original - Bid No. 12-0806C Copies - Contractor Contracting Officer	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST. • TAVARES, FL 32778 • P 352 343 9839 • F 352 343 9473  
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY J. SULLIVAN  
District 1

SEAN M. PARKS *ALC. QEP*  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



CONTRACT NO. 12-0806C

For Fire Equipment and Supplies

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Caskey's Mower** (hereinafter "Contractor") to supply **Fire Equipment and Supplies** to the County pursuant to County Bid number **12-0806** (hereinafter "ITB"), addenda nos. N/A opening dated **March 21, 2012** and Contractor's **March 20, 2012** Bid response thereto with all County Bid provisions governing.

**Special Clauses:**

**Public Records**

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

**Prohibition against Contingent Fees**

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

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

This Contract May not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

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

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

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

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*"Earning Community Confidence Through Excellence in Service"*

**Office of Procurement Services**  
Tavares, Florida 32778-7800

**315 W. Main, Suite 441**  
Ph (352) 343-9839

**P.O. Box 7800**  
Fax (352) 343-9473

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 12, 2012** through **June 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Roseann Johnson*  
Senior Contracting Officer

Date: *June 24, 2012*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Public Safety

March 19 2012

Roseann Johns, Senior Contracting Officer  
Lake County Board of County Commissioner  
Procurement Services Office  
315 West Main Street  
Tavares, FL. 32778

Re: Whole goods, Small Engines, Parts and Repair Services.

Caskey's Mower has been in Tavares on Alfred Street for over 50 years. We have been doing business with Municipalities throughout Lake County for many years. We try to get equipment in and out within 24 hours, parts permitting. We realize that the Lake County Fire Department has limited resources and need their emergency equipment back as soon as possible. If possible we repair equipment while the Fire Department waits.

During emergencies such as Tornados, Fires or Hurricanes we are on call 24/7. Key personnel in the fire department have our cell numbers and our home address on record if needed after hours.

In 2007, when tornados hit Lady Lake and Eustis, we were contacted by the Lake County Sheriff's office and the Florida Baptist Disaster Relief. We responded to their locations with much needed supplies and repairs.

We have held Stihl chainsaw safety classes at no charge, with our neighboring cities in attendance at their locations.

As I tell my employee's, the equipment we work on today might save someone's life tomorrow.

Thank you for the time in allowing us to bid,

Sincerely Yours, 

Ron and Kelly Linkous/Owners  
Caskey's Mower Shop

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 12-0806

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment using the County's VISA- based electronic payment system:  Yes  No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): \_\_\_\_\_

General Vendor Information and Bid Signature:	
Firm Name:	<u>CASKEYS MOWER</u>
Street Address:	<u>510 A EAST ALFRED ST. TAVARES, FL. 32778</u>
Mailing Address (if different):	_____
Telephone No.:	<u>352 343 2151</u>
Fax No.:	<u>352 343 2512</u>
E-mail:	<u>CASKEYSMOWER@GMAIL.COM</u>
FEIN No.:	<u>51 - 0469067</u>
Prompt Payment Terms:	_____ % _____ days, net <u>30</u>
Signature:	<u>Ron Linkous</u> Date: <u>3/19/12</u>
Print Name:	<u>RON LINKOUS</u> Title: <u>PRESIDENT</u>
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
<b>Vendor awarded as:</b>	
<input type="checkbox"/> Sole vendor	<input checked="" type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input checked="" type="checkbox"/> Other status: _____
Signature of authorized County official:	<u>Roseann Johnson</u> Date: <u>6-12-12</u>
Printed name:	<u>Roseann Johnson</u> Title: <u>Sr. Contracting Officer</u>
Purchase Order Number assigned to this contract for billing purposes:	<u>780</u>

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**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

## WORK REFERENCES

Agency	LAKE COUNTY SHERIFFS DEPT.
Address	350 W. RUBY ST.
City, State, ZIP	TAVARES, FL. 32778
Contact Person	CORPORAL CHRIS COMIS
Telephone	352 551 5659
Date(s) of Service	8 YEARS
Type of Service	WORK ON ALL SMALL ENGINE, LAWN MOWERS
Comments:	HAND HELD EQUIPMENT

Agency	CITY OF MOUNT DORA
Address	1250 N. HIGHLAND ST.
City, State, ZIP	MOUNT DORA, FL 32757
Contact Person	BOB ORENDER
Telephone	352 408 1290
Date(s) of Service	8 YEARS
Type of Service	CHAINSAWS, POLESAWS, ALL HANDHELD EQUIPMENT LAWN MOWERS, GENERATORS
Comments:	SERVICE ALL SMALL ENGINE

Agency	LAKE COUNTY WAREHOUSE + GROUNDS (SCHOOLS)
Address	29529 CR 561
City, State, ZIP	TAVARES, FL. 32778
Contact Person	DEE SULLIVAN
Telephone	352 253 6758
Date(s) of Service	8 YEARS
Type of Service	WORK ON ALL SMALL ENGINE EQUIPMENT GENERATORS, HAND HELD, LAWN MOWERS, 4 WHEELERS
Comments:	

## Policies & Procedures

### 2012 Bid Assist Rebate & Discount Calculator

Description	Retail/Sale Price	Minimum Bid Amount (15%)	Maximum Bid Amount (21%)	Bid Assistance Rebate Amt
<b>Trimmers</b>				
KM-55R	\$209.95	\$178.46	\$165.86	\$16.00
KM-56RC-E	\$239.95	\$203.96	\$189.56	\$18.00
KM-90R	\$309.95	\$263.46	\$244.86	\$23.00
KM-110R	\$339.95	\$288.96	\$268.56	\$25.00
KM-130R	\$369.95	\$314.46	\$292.26	\$27.00
FSA-65	\$259.95	\$220.96	\$205.36	\$21.00
FSA-85	\$299.95	\$254.96	\$236.96	\$24.00
FSE-60	\$129.95	\$110.46	\$102.66	\$10.00
FS-40C-E	\$199.95	\$169.96	\$157.96	\$16.00
FS-45	\$159.95	\$135.96	\$126.36	\$13.00
FS-46	\$189.95	\$161.46	\$150.06	\$14.00
FS-55R	\$219.95	\$186.96	\$173.76	\$17.00
FS-56RC-E	\$239.95	\$203.96	\$189.56	\$18.00
FS-70RC-E	\$279.95	\$237.96	\$221.16	\$21.00
FS-90R	\$319.95	\$271.96	\$252.76	\$24.00
FS-100RX	\$349.95	\$297.46	\$276.46	\$26.00
FS-110R	\$379.95	\$322.96	\$300.16	\$28.00
FS-130R	\$399.95	\$339.96	\$315.96	\$30.00
FS-250R	\$549.95	\$467.46	\$434.46	\$41.00
<b>Bike Handle</b>				
FS-56C-E	\$279.95	\$237.96	\$221.16	\$21.00
FS-90	\$369.95	\$314.46	\$292.26	\$27.00
FS-110	\$399.95	\$339.96	\$315.96	\$30.00
FS-130	\$429.95	\$365.46	\$339.66	\$32.00
FS-250	\$579.95	\$492.96	\$458.16	\$43.00
FS-310	\$549.95	\$467.46	\$434.46	\$41.00
<b>Brushcutters</b>				
FS-360 C-E	\$899.95	\$764.96	\$710.96	\$66.00
FS-460 C-EM	\$1,099.95	\$934.96	\$868.96	\$81.00
FS-550	\$1,299.95	\$1,104.96	\$1026.96	\$96.00
<b>Edgers</b>				
FC-56C-E	\$259.95	\$220.96	\$205.36	\$19.00
FC-70C-E	\$299.95	\$254.96	\$236.96	\$22.00
FC-90	\$349.95	\$297.46	\$276.46	\$26.00
FC-95	\$419.95	\$356.96	\$331.76	\$31.00
FC-110	\$479.95	\$407.96	\$379.16	\$35.00
<b>Mini-Cultivators</b>				
MM-55 Yard Boss	\$349.95	\$297.46	\$276.46	\$26.00
MM-55C-E	\$379.95	\$322.96	\$300.16	\$29.00
<b>Wood Drills</b>				
BT-45WBD-Wood Boring Drill	\$499.95	\$424.96	\$394.96	\$37.00

## Policies & Procedures

### 2012 Bid Assist Rebate & Discount Calculator

Description	Retail/Sale Price	Minimum Bid Amount (15%)	Maximum Bid Amount (21%)	Bid Assistance Rebate Amt
<b>Chainsaws</b>				
MSA-160 C-12"	\$349.95	\$297.46	\$276.46	\$25.00
MSE-140 C-BQ-12"	\$319.95	\$271.96	\$252.76	\$24.00
MSE-220-16"	\$519.95	\$441.96	\$410.76	\$38.00
MS170-16"	\$179.95	\$152.96	\$142.16	\$15.00
MS171-14"	\$239.95	\$203.96	\$189.56	\$20.00
MS180 C-B-16"	\$199.95	\$169.96	\$157.96	\$17.00
MS180 C-BE-16"	\$229.95	\$195.46	\$181.66	\$19.00
MS181-16"	\$259.95	\$220.96	\$205.36	\$22.00
MS192T C-E-12"	\$299.95	\$254.96	\$236.96	\$23.00
MS192 C-E-12"	\$369.95	\$314.46	\$292.26	\$29.00
MS201T-12"	\$599.95	\$509.96	\$473.96	\$47.00
MS211-16"	\$299.95	\$254.96	\$236.96	\$23.00
MS211 C-BE-16"	\$329.95	\$280.46	\$260.66	\$26.00
MS230 C-BE Duro -16"	\$369.95	\$314.46	\$292.26	\$29.00
MS250-18"	\$299.95	\$254.96	\$236.96	\$24.00
MS250 C-BE-18"	\$369.95	\$314.46	\$292.26	\$29.00
MS271 Wood Boss-16"	\$429.95	\$365.46	\$339.66	\$33.00
MS261-16"	\$549.95	\$467.46	\$434.46	\$41.00
MS290 Super Farm Boss-16"	\$379.95	\$322.96	\$300.16	\$29.00
MS291-16"	\$469.95	\$399.46	\$371.26	\$36.00
MS291 C-BEQ-16"	\$779.95	\$662.96	\$616.16	\$60.00
MS311-16"	\$479.95	\$407.96	\$379.16	\$35.00
MS362-16"	\$669.95	\$569.46	\$529.26	\$49.00
MS362 C-Q-16"	\$789.95	\$671.46	\$624.06	\$58.00
MS391-16"	\$529.95	\$450.46	\$418.66	\$39.00
MS440-16"	\$909.95	\$773.46	\$718.86	\$67.00
MS441 C-M Magnum-16"	\$879.95	\$747.96	\$695.16	\$65.00
MS460 Magnum-16"	\$969.95	\$824.46	\$766.26	\$72.00
MS660 Magnum-16"	\$1,089.95	\$926.46	\$861.06	\$81.00
MS880 Magnum-25	\$1,739.95	\$1,478.96	\$1,374.56	\$129.00
MRS460 Magnum Rescue	\$1,199.95	\$1,019.96	\$947.96	\$89.00
<b>Pole Chainsaws</b>				
HT-56C-E-10"	\$439.95	\$373.96	\$347.56	\$32.00
HT-100-12"	\$459.95	\$390.96	\$363.36	\$34.00
HT-101-12"	\$599.95	\$509.96	\$473.96	\$45.00
HT-130-12"	\$499.95	\$424.96	\$394.96	\$37.00
HT-131-12"	\$649.95	\$552.46	\$513.46	\$48.00
HT-250-12"	\$589.95	\$501.46	\$466.06	\$44.00
<b>Vacuums</b>				
SE61	\$169.95	\$144.46	\$134.26	\$13.00
SE122	\$349.95	\$297.46	\$276.46	\$26.00
<b>Earth Drills</b>				
BT-121C	\$899.95	\$764.96	\$710.96	\$66.00
BT-45EAD-Earth Auger Drill	\$499.95	\$424.96	\$394.96	\$37.00

## Policies & Procedures

### 2012 Bid Assist Rebate & Discount Calculator

Description	Retail/Sale Price	Minimum Bid Amount (15%)	Maximum Bid Amount (21%)	Bid Assistance Rebate Amt
<b>Hedgetrimmers</b>				
HSA-65	\$299.95	\$254.96	\$236.96	\$24.00
HSE-60	\$169.95	\$144.46	\$134.26	\$14.00
HSE-70	\$189.95	\$161.46	\$150.06	\$15.00
HS-45-18"	\$309.95	\$263.46	\$244.86	\$23.00
HS-46 C-E-22"	\$349.95	\$297.46	\$276.46	\$26.00
HS-56 C-E-24"	\$389.95	\$331.96	\$308.06	\$29.00
HS-81R-24"	\$499.95	\$424.96	\$394.96	\$37.00
HS-81R-30"	\$519.95	\$441.96	\$410.76	\$38.00
HS-81T-24"	\$499.95	\$424.96	\$394.96	\$37.00
HS-81T-30"	\$519.95	\$441.96	\$410.76	\$38.00
HS-86T-30"	\$519.95	\$441.96	\$410.76	\$38.00
HS-86T-40"	\$539.95	\$458.96	\$426.56	\$40.00
HS-86R-30"	\$519.95	\$441.96	\$410.76	\$38.00
HL-45	\$339.95	\$288.96	\$268.56	\$25.00
HL-90K	\$429.95	\$365.46	\$339.66	\$32.00
HL-100K	\$469.95	\$399.46	\$371.26	\$35.00
HL-100K 135	\$519.95	\$441.96	\$410.76	\$38.00
HL-100 135	\$539.95	\$458.96	\$426.56	\$40.00
<b>Blowers &amp; Sprayers</b>				
BGA-85	\$299.95	\$254.96	\$236.96	\$21.00
BGE-61	\$109.95	\$93.46	\$86.86	\$8.00
BGE-71	\$139.95	\$118.96	\$110.56	\$11.00
BG-55	\$149.95	\$127.46	\$118.46	\$12.00
BG-56C-E	\$199.95	\$169.96	\$157.96	\$16.00
BG66L	\$239.95	\$203.96	\$189.56	\$18.00
BG86	\$249.95	\$212.46	\$197.46	\$18.00
BG86C-E	\$269.95	\$229.46	\$213.26	\$20.00
SH-56C-E	\$249.95	\$212.46	\$197.46	\$18.00
SH-86C-E	\$279.95	\$237.96	\$221.16	\$21.00
BR-200	\$279.95	\$237.96	\$221.16	\$22.00
BR-350	\$379.95	\$322.96	\$300.16	\$29.00
BR-430	\$429.95	\$365.46	\$339.66	\$33.00
BR-500	\$469.95	\$399.46	\$371.26	\$35.00
BR-550	\$439.95	\$373.96	\$347.56	\$32.00
BR-600 Magnum	\$499.95	\$424.96	\$394.96	\$37.00
SR-450	\$649.95	\$552.46	\$513.46	\$48.00
<b>Cutquiks</b>				
TS410-12"	\$979.95	\$832.96	\$774.16	\$72.00
TS410AZ-12"	\$1,069.95	\$909.46	\$845.26	\$79.00
TS420-14"	\$1,059.95	\$900.96	\$837.36	\$76.00
TS420AZ-14"	\$1,119.95	\$951.96	\$884.76	\$83.00
TS700-14"	\$1,319.95	\$1,121.96	\$1,042.76	\$98.00
TS800-16"	\$1,429.95	\$1,215.46	\$1,129.66	\$106.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MERRILL INSURANCE GROUP, INC P O BOX 67 1209 N DONNELLY STREET MT DORA FL 32756-0067  TAVARES FL 32778-3304		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (352) 383-4147 FAX (A/C, No): (352) 383-0764 EMAIL ADDRESS: PRODUCER CUSTOMER ID: LINKOUS INDUSTRIES, INC.	
<b>INSURED</b> LINKOUS INDUSTRIES, INC. dba Caskey's Mower Shop & Garden Center 510 E Alfred St.		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ALLIED P&C INS CO NAIC # 42579 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

WBR LTR	TYPE OF INSURANCE	ADDL INSR	COVR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG			ACP5905147974	08/25/2011	08/25/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HROBB \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/ENDORSE EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	BOPPR			ACP5905147974	08/25/2011	08/25/2012	PPAOL 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> ( ) - ( ) - Lake County, A political Subdv  of the State of FL & Board of County Commissioners P.O. Box 7800 Tavares FL 32778-7800	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 4 Effective Date: July 1, 2015	2. Contract No.: 12-0806D Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Dana Safety Supply 5221 W. Market St. Greenshore NC 27409 Attn: Mark Sevigny, Bid Coordinator
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend contract one (1) year, expiring June 30, 2016.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Mark Sevigny</u> Title: <u>Bid Manager</u> Date: <u>2-17-2015</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-17-2015</u> Date
10. Distribution: Original: Bid File No. 12-0806D Cc: Vendor, Department	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, *At-CO, QEP*  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



**LAKE COUNTY**  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: February 12, 2015	2. Contract No.: 12-0806D Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Dana Safety Supply 5221 W. Market St. Greenshore NC 27409  Attn: Mark Sevigny, Bid Coordinator
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to add labor rate of \$65.00 per hour for service and repairs for Swab Wagon vehicle equipment, per following email from vendor.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Mark Sevigny</u> Title: <u>Bid Manager</u> Date: <u>2-17-2015</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-17-2015</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor	

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TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5

**Villinis, Donna**

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**From:** Villinis, Donna  
**Sent:** Thursday, February 12, 2015 3:20 PM  
**To:** Villinis, Donna  
**Subject:** FW: Quote

**From:** Jeff Boebinger [<mailto:jboebinger@1dss.com>]  
**Sent:** Thursday, February 12, 2015 3:14 PM  
**To:** Villinis, Donna  
**Subject:** Re: Quote

I apologize for the delay, I had a handful of appointments I could not reschedule and just got back in. I see that Sidney sent you a quick letter but did not refer to the State Agency Labor Rate we referred to. We agree to a labor rate of \$65.00 for any and all items installed on County vehicles, from Swab Wagon to Fire Equipment to LE. With your approval we can modify the existing contract to add this line for future purchases.

Please let me know how yo would like me to change this verbiage and/ or how it is provided in writing to you!

Thank you,

Jeff

*Thank you,*

**Jeff Boebinger**  
**Dana Safety Supply**  
**4832 N. Orange Blossom Trail**  
**Orlando, Florida 32810**  
**Cell (407) -401-0605**  
[www.danasafetysupply.com](http://www.danasafetysupply.com)  
[jboebinger@1dss.com](mailto:jboebinger@1dss.com)



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 2 Effective Date: July 1, 2014	2. Contract No.: 12-0806D Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Dana Safety Supply 5221 W. Market St. Greenshore NC 27409  Attn: Mark Sevigny, Bid Coordinator
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2015.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Mark Sevigny</u> Title: <u>Bid Manager</u> Date: <u>6-25-14</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>6-25-2014</u> Date
10. Distribution:  Original: Bid File No. 12-0806D Cc: Vendor	

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TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICB, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 1 Effective Date: June 12, 2013	2. Contract No.: 12-0806D Effective Date: June 12, 2012
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Dana Safety Supply 5221 W. Market Street Greenshore, NC 27409  Attn: Mark Sevigny, Bid Coordinator
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend one (1) year expiring June 30, 2014.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Mark [Signature]</u> Title: <u>Bid Manager</u> Date: <u>5-22-13</u>	9. Lake County, Florida By: <u>Donna [Signature]</u> <u>Procurement Services Manager</u> <u>5-28-13</u> Date
10. Distribution:  Original - Bid No. 12-0806D Copies - Contractor Contracting Officer	

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Board of County Commissioners • [www.lakecountyfl.gov](http://www.lakecountyfl.gov)

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, *Atty. Gen.*  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



**LAKE COUNTY**  
FLORIDA

CONTRACT NO. 12-0806D

For Fire Equipment and Supplies

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Dana Safety Supply** (hereinafter "Contractor") to supply **Fire Equipment and Supplies** to the County pursuant to County Bid number **12-0806** (hereinafter "ITB"), addenda nos. N/A opening dated **March 21, 2012** and Contractor's **March 20, 2012** Bid response thereto with all County Bid provisions governing.

**Special Clauses:**

**Public Records**

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

**Prohibition against Contingent Fees**

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

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

This Contract May not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

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

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

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

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*"Earning Community Confidence Through Excellence in Service"*

**Office of Procurement Services**  
Tavares, Florida 32778-7800

**315 W. Main, Suite 441**  
Ph (352) 343-9839

**P.O. Box 7800**  
Fax (352) 343-9473

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 12, 2012** through **June 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Rosiann Johnson*  
Senior Contracting Officer

Date: *June 26, 2012*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Public Safety

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 12-0806

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment using the County's VISA- based electronic payment system:  Yes  No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

None

DUNS Number (Insert if this action involves a federal funded project): N/A

General Vendor Information and Bid Signature:	
Firm Name:	<u>Dons Safety Supply</u>
Street Address:	<u>3810-A W. 10s borne Ave Tampa, FL 33614</u>
Mailing Address (if different):	<u>5221 W. Market St Greensboro, NC 27409</u>
Telephone No.:	<u>800-545-0045</u> Fax No.: <u>888-375-8340</u> E-mail: <u>msevigny@1dss.com</u>
FFIN No.:	<u>27 - 1557226</u> Prompt Payment Terms: <u>-</u> % <u>-</u> days, net <u>30</u>
Signature:	<u>[Signature]</u> Date: <u>3-19-2012</u>
Print Name:	<u>Mark J Sevigny</u> Title: <u>Bid Coordinator</u>
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input type="checkbox"/> Sole vendor	<input checked="" type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input checked="" type="checkbox"/> Other status: _____
Signature of authorized County official:	<u>Roseann Johnson</u> Date: <u>June 12, 2012</u>
Printed name:	<u>Roseann Johnson</u> Title: <u>Sr. Contracting Officer</u>
Purchase Order Number assigned to this contract for billing purposes:	<u>JBD</u>

---

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

## WORK REFERENCES

Agency	City of Tallahassee
Address	400 Dupree St.
City, State, ZIP	Tallahassee, FL 32304
Contact Person	John Mc Lntyre
Telephone	850-891-5026
Date(s) of Service	Current - Multi year contract
Type of Service	Emergency Vehicle Equipment
Comments:	

Agency	City of Jacksonville
Address	2581 Commonwealth Blvd
City, State, ZIP	Jacksonville, FL 32254
Contact Person	Anthony Turley
Telephone	904-381-4288
Date(s) of Service	Current
Type of Service	Emergency Vehicle Equipment
Comments:	

Agency	Florida Highway Patrol
Address	2900 Apalachee Parkway
City, State, ZIP	Tallahassee, Florida 32399
Contact Person	David Savary
Telephone	dm 1-850-607-2285
Date(s) of Service	Current
Type of Service	Emergency Vehicle Equipment
Comments:	



**ITB Number 12-0806**

**Fire Equipment and Supplies  
Lake County Florida**

**Recycled materials**

**The products being offered have the minimum post consumer recovered materials  
as required by U.S. regulatory agencies.**

**Mark Sevigny  
Bid Coordinator  
1-800-845-0045 office  
1-888-375-8347 fax  
msevigny@1dss.com**



**DANA SAFETY SUPPLY**

Quality. Safety. Service.

February 27, 2012

To Whom It May Concern:

The purpose of this letter is to provide authorization for Mark Seigny, the Bid Coordinator of Dana Safety Supply, to bind the company, Dana Safety Supply, to all bids on behalf of the company. If you need to speak with me or have any questions regarding this matter, please contact me in the office at (904) 388-7006 or on my cell phone at (904) 635-1894.

Regards,

Sidney Wells  
COO  
Dana Safety Supply

JACKSONVILLE, FL  
4747 San Juan Avenue  
Jacksonville, Florida 32210  
Toll Free (800) 377-5016  
Phone (904) 388-7006  
Fax (904) 388-7181

MIAMI, FL  
1372 N.W. 78th Avenue  
Miami, Florida 33126  
Toll Free (866) 377-8824  
Phone (305) 639-6055  
Fax (305) 639-6056

TAMPA, FL  
3810 A West Osborne Avenue  
Tampa, Florida 33614  
Toll Free (800) 749-1089  
Phone (813) 348-4866  
Fax (813) 348-0450

SUGARHILL, GA  
4729 Nelson Brogden Blvd., Suite F  
Sugarhill, GA 30518  
Toll Free (800) 845-8405  
Phone (770) 381-8633  
Fax (770) 381-8360

*Southern Public Safety*

5223-A West Market Street  
Greensboro, NC 27409  
Toll Free (800) 845-0405  
Phone (336) 854-5536  
Fax (336) 854-3884

*Palmetto Distributors*

4601 Broad River Road  
Columbia, SC 29219  
Toll Free (800) 832-4568  
Phone (803) 798-3670  
Fax (803) 798-3676

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



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: July 1, 2015	2. Contract No.: 12-0806H Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Fisher Scientific Company, I.I.C. 300 Industry Drive Pittsburg PA 15275 Attn: Christina Spinelli, Sales
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend contract one (1) year, expiring June 30, 2016.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>[Signature]</u> Title: <u>Account Manager</u> Date: <u>2-17-2015</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-17-2015</u> Date
10. Distribution: Original: Bid File No. 12-0806 Cc: Vendor, Department	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • www.lakecountyfl.gov

THOMAS J. SULLIVAN  
District 1

SEAN M. PARKS, *Interim*  
District 2

HARRY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WILTON G. CADWELL  
District 5



MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: July 1, 2014	2. Contract No.: 12-0806H Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Fisher Scientific Company, LLC 300 Industry Drive Pittsburg PA 15275 Attn: Christina Spinelli, Sales
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend contract one (1) year, expiring June 30, 2015.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>[Signature]</u> Title: <u>Account Manager</u> Date: <u>2-15-2014</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-18-2014</u> Date
10. Distribution: Original: Bid File No. 12-0806 Cc: Vendor	

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TIMOTHY J. SULLIVAN  
District 1

SEAN M. PARKS, *ALCO. REP.*  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: June 12, 2013	2. Contract No.: 12-0806H Effective Date: June 12, 2012
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address:  Fisher Scientific Company, LLC 300 Industry Drive Pittsburg, PA 15275  Attn: Christina Spinelli, Sales
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend one (1) year expiring June 30, 2014.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Christina Spinelli</u> Title: <u>Sales Representative</u> Date: <u>4-11-13</u>	9. Lake County, Florida By: <u>Donna Villino</u> <del>Procurement Services Manager</del> <u>Senior Contracting Officer</u> <u>4-17-2013</u> Date
10. Distribution:  Original - Bid No. 12-0806H Copies - Contractor Contracting Officer	

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TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



CONTRACT NO. 12-0806H  
For Fire Equipment and Supplies

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Fisher Scientific Company, LLC** (hereinafter "Contractor") to supply **Fire Equipment and Supplies** to the County pursuant to County Bid number **12-0806** (hereinafter "ITB"), addenda nos. N/A opening dated **March 21, 2012** and Contractor's **March 20, 2012** Bid response thereto with all County Bid provisions governing.

**Special Clauses:**

**Public Records**

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

**Prohibition against Contingent Fees**

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

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

This Contract May not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

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

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

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

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*"Earning Community Confidence Through Excellence in Service"*

Office of Procurement Services  
Tavares, Florida 32778-7800

315 W. Main, Suite 441  
Ph (352) 343-9839

P.O. Box 7800  
Fax (352) 343-9473

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 12, 2012** through **June 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Ronald Johnson*  
Senior Contracting Officer

Date: *June 26, 2012*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Public Safety

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 12-0806

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment using the County's VISA- based electronic payment system:  Yes  No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): \_\_\_\_\_

General Vendor Information and Bid Signature:	
Firm Name:	<u>Fisher Scientific Company, LLC</u>
Street Address:	<u>300 Industry Drive, Pittsburgh, PA 15375</u>
Mailing Address (if different):	
Telephone No.:	<u>412-758-2183</u> Fax No.: _____ E-mail: <u>Christina.Spirelli@TLC.mn.fisher.co</u>
FEIN No.:	<u>23 - 2942737</u> Prompt Payment Terms: <u>0</u> % <u>30</u> days, net <u>30</u>
Signature:	<u>Christina Spirelli</u> Date: <u>3-20-12</u>
Print Name:	<u>Christina Spirelli</u> Title: <u>Sales</u>
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input type="checkbox"/> Sole vendor	<input checked="" type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input checked="" type="checkbox"/> Other status: _____
Signature of authorized County official:	<u>Rosann Johnson</u> Date: <u>6-12-12</u>
Printed name:	<u>Rosann Johnson</u> Title: <u>Gr. Contracting Officer</u>
Purchase Order Number assigned to this contract for billing purposes:	<u>TBD</u>

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

Attachment 1: Work References

## WORK REFERENCES

Agency	Seminole County
Address	150 Bush Blvd
City, State, ZIP	Sanford, FL 32773
Contact Person	Asst Chief Mark Dukes
Telephone	407-665-5142
Date(s) of Service	8 + YEARS
Type of Service	Fire Equipment + Supplies
Comments:	

Agency	Orange County
Address	400 Gaston Foster Rd
City, State, ZIP	Orlando, FL 32807
Contact Person	Anthony Cunningham
Telephone	321-434-4337
Date(s) of Service	8 + years
Type of Service	Fire Equipment + Supplies
Comments:	

Agency	Melbourne Fire
Address	1500 Hickory Street
City, State, ZIP	Melbourne, FL 32901
Contact Person	Asst. Chief Robert Axel
Telephone	321-288-7815
Date(s) of Service	8 + years
Type of Service	Fire Equipment + Supplies
Comments:	



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/08/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago II Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (AC. No. Ext): (866) 283 7122      FAX (AC. No.): (847) 953-5390		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Fisher Scientific Company L.L.C. Thermo Fisher Scientific Inc. 300 Industry Drive Pittsburgh PA 15275 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C: Travelers Property Cas Co of America		25674
	INSURER D: ACE Property & Casualty Insurance Co.		20699
	INSURER E:		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570043490707      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      *Limits shown are as requested*

INSR LTR	TYPE OF INSURANCE	ADDITIONAL	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PFR: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PMTG23866948002 SIR applies per policy terms & conditions	07/01/2010	07/01/2012	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$1,000,000 MED EXP (Per one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GEN'L AGGREGATE \$4,000,000 PRODUCTS - COMP'ION AGG \$4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			83 UEN PD4550	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (EA accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB        CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION			X00G25833144 SIR applies per policy terms & conditions	07/01/2011	07/01/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXCLUSIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    N/A	TC2JUB1210764711	07/01/2011	07/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH EL, EACH ACCIDENT \$1,000,000 EL, DISEASE-EA EMPLOYEE \$1,000,000 EL, DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570043490707

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Evidence of Insurance

<b>CERTIFICATE HOLDER</b>  Fisher Scientific Company LLC Thermo Fisher Scientific Inc. 300 Industry Drive Pittsburgh PA 15275 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
--	--

ACORD 25 (2010/05)

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LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: July 1, 2015	2. Contract No.: 12-0806I Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Hall-Mark Fire Apparatus, Inc. 3431 NW 27 <sup>th</sup> Ave. Ocala FL 34175  Attn: Dee Daniels, Equipment Sales Manager
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to: 2015 Current Price List  1) Remove the manufacturer Bullard (number 20 on page 32) from the contract; and 2) Extend contract for one (1) additional year, expiring June 30, 2016.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Michael Duplessis</u> Title: <u>Equipment Coordinator</u> Date: <u>3/9/15</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>3-12-2015</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor, Department	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
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TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 2 Effective Date: July 1, 2014	2. Contract No.: 12-0806I Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Hall-Mark Fire Apparatus, Inc. 3431 NW 27 <sup>th</sup> Ave. Ocala FL 34175 Attn: Dee Daniels, Equipment Sales Manager
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend contract one (1) year, expiring June 30, 2015. <i>Current Price List (2014) ✓</i>	
8. Contractor's Signature <b>REQUIRED</b> Name: <i>Dee Daniels</i> Title: <i>Equip. Sales Manager</i> Date: <i>3-25-14</i>	9. Lake County, Florida By: <i>[Signature]</i> Senior Contracting Officer <i>3-25-14</i> Date
10. Distribution: Original: Bid File No. 12-0806 Cc: Vendor	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
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 District 4

WELTON G. CADWELL  
 District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: June 12, 2013	2. Contract No.: 12-08061 Effective Date: June 12, 2012
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Hall-Mark Fire Apparatus, Inc. 3431 N.W. 27 <sup>th</sup> Ave. Ocala, Florida 34175  Attn: Dee Daniels, Equipment Sales Manager
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend one (1) year expiring June 30, 2014. <i>current 2013 pricing (Price List)</i>	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Dee Daniels</u> Title: <u>Equipment Sales Mgr</u> Date: <u>4-3-13</u>	9. Lake County, Florida By: <u>[Signature]</u> Procurement Services Manager <u>5 APR 13</u> Date
10. Distribution:  Original - Bid No. 12-08061 Copies - Contractor Contracting Officer	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
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District 4

WELTON G. CADWELL  
District 5



**CONTRACT NO. 12-0806I**

**For Fire Equipment and Supplies**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of **Hall Mark Fire Apparatus, Inc.** (hereinafter "Contractor") to supply Fire Equipment and Supplies to the County pursuant to County Proposal Number **12-0806** (hereinafter "ITB"), -closing dated March 21, 2012 and Contractor's March 19, 2012 ITB response thereto with all County ITB provisions governing.

**Special Clauses:**

**Public Records**

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

**Prohibition against Contingent Fees**

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

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

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

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

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

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 12, 2012** through **June 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Roseann Johnson*  
Senior Contracting Officer

Date: *June 26, 2012*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Public Safety

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 12-0806

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment using the County's VISA- based electronic payment system:  Yes  No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): \_\_\_\_\_

General Vendor Information and Bid Signature:	
Firm Name:	<u>Hall-Mark Fire Apparatus, Inc.</u>
Street Address:	<u>3431 NW 27<sup>th</sup> Ave, Ocala, FL 34715</u>
Mailing Address (if different):	
Telephone No.:	<u>352-629-6305</u>
Fax No.:	<u>352-369-8760</u>
E-mail:	<u>ddaniels@hallmarkfire.com</u>
FEIN No.:	<u>59 - 317 9036</u>
Prompt Payment Terms:	<u>Net % 30 days, net 30</u>
Signature:	<u>Dee Daniels</u> Date: <u>3-19-12</u>
Print Name:	<u>Dee Daniels</u> Title: <u>Equipment Sales Manager</u>
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input type="checkbox"/> Sole vendor	<input checked="" type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official:	<u>Roseann Johnson</u> Date: <u>Jan 12, 2012</u>
Printed name:	<u>Roseann Johnson</u> Title: <u>Sr. Contracting Officer</u>
Purchase Order Number assigned to this contract for billing purposes:	<u>TBD</u>

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

Attachment 1: Work References

*DDD 2-16-12*

## WORK REFERENCES

Agency	Orange County
Address	400 E South Street
City, State, ZIP	Orlando, FL 32801
Contact Person	Jim Schell
Telephone	407-836-5410
Date(s) of Service	September 2007 - Current
Type of Service	Supply Fire Rescue, Hazmat, & Equipment Supplies
Comments:	Contract # Y7-1080C

Agency	St Johns County
Address	2476 Dobbs Road
City, State, ZIP	St Augustine, FL 32086
Contact Person	Leigh Daniels
Telephone	904-209-0150
Date(s) of Service	June 2009 - Current
Type of Service	Purchase of St. Johns County Fire Rescue Equip
Comments:	10-74

Agency	Marion County
Address	2511 SE Third Street
City, State, ZIP	Deala, FL 34471
Contact Person	Chief David Cooper
Telephone	352-291-8093
Date(s) of Service	June 2010 - Current
Type of Service	Fire Equipment
Comments:	10B-159



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: 11

DATE (MM/DD/YYYY)  
03/07/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Charles L. Crane Agency Co. 100 North Broadway, Ste. 900 St. Louis, MO 63102 George H. Hubbard		314-241-8700 314-444-4970	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>HALLM-3</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Hall-Mark Fire Apparatus Mr. Bill Alm 3431 NW 27th Avenue Ocala, FL 34475		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Charter Oak Fire Insurance Co.		25615
		<b>INSURER B:</b> Travelers Prop Cas Co of Amer		25674
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR			Y6607482B820COF	04/15/11	04/15/12	FACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP ATGA \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIBRID AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA 7482B82011CAG	04/15/11	04/15/12	COMBINED SINGLE LIMIT (Per accident) \$
							HOURLY INJURY (Per person) \$
							DAILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Comp \$ 500 deduct
							Coll \$ 500 deduct
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			YSMCP7482B820TIL	04/15/11	04/15/12	FACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
B	Dealers Equipment			QT6300827L296TIL	04/15/11	04/15/12	E.L. limit 7,450,000
B	Garage Liability			GA 8734L11711CAG	04/15/11	04/15/12	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners is added as additional insured as respects to General and Garage Liability coverage is Primary and non-contributory & Cross Liability or Severability if Interests provision. Waiver of Subrogation applies as respects General Liability and Garage Liability.

<b>CERTIFICATE HOLDER</b>  LAKECOU  Lake County, a Political Subdivision of the State of Florida, and the BOCC PO Box 7800 Tavares, FL 32778-7800	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2009/09)

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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: BL

DATE (MM/DD/YYYY)  
03/07/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown Insurance 47 SW 17th Street Ocala, FL 34471-8141 Travis Sanders		352-732-5010 352-732-5344	<b>CONTACT NAME</b> PHONE (AG, No, Ext): FAX (AG, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HALLMAR
<b>INSURED</b> Hall-Mark Fire Apparatus, Inc. 3431 NW 27th Avenue Ocala, FL 34475		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: FFVA Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 10385	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DEDUCTIBLE</b> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC8400025093	11/01/11	11/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

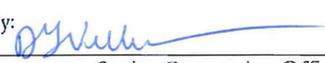
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> LAKEC12 Lake County Board of County Commissioners-A political Subdivision of the State of FL PO Box 7800 Tavares, FL 32778-7800	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Travis Sanders</i>
---	---



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: July 1, 2015	2. Contract No.: 12-0806J Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address:  Hazard Control Technologies Inc. 150 Walter Way Fayetteville, GA 30214  Attn: Sharon Greiner, General Manager
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2016.	
8. Contractor's Signature <b>REQUIRED</b>  Name: <u>Sharon M. Greiner</u> Title: <u>Greiner</u> Date: _____ <small><u>Digitally signed by Sharon M. Greiner</u> DN: cn=Sharon M. Greiner, o=Hazard Control Technologies, Inc., ou, email=sgreiner@hct-world.com, c=US Date: 2015.02.17 10:40:34 -05'00'</small>	9. Lake County, Florida  By: <u></u> Senior Contracting Officer  <u>2-18-2015</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor, Department	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 2 Effective Date: July 1, 2014	2. Contract No.: 12-0806J Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address:  Hazard Control Technologies Inc. 150 Walter Way Fayetteville, GA 30214  Attn: Sharon Greiner, General Manager
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2015.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Sharon Greiner</u> Title: <u>General Manager</u> Date: <u>2/17/14</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-25-2014</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 1 Effective Date: June 12, 2013	2. Contract No.: 12-0806J Effective Date: June 12, 2012
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Hazard Control Technologies, Inc. 150 Walter Way Fayetteville, Georgia 30214 Attn: Sharon Greiner, General Manager
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend one (1) year expiring June 30, 2014.	
8. Contractor's signature <b>REQUIRED</b> Name: <u>Chris Cheng</u> Title: <u>V.P.</u> Date: <u>5/20/13</u>	9. Lake County, Florida By: <u>[Signature]</u> Procurement Services Manager <u>20 May 13</u> Date
10. Distribution: Original - Bid No. 12-0806J Copies - Contractor Contracting Officer	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
 P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
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TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QPP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



**CONTRACT NO. 12-0806J**

**For Fire Equipment and Supplies**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of **Hazard Control Technologies, Inc.** (hereinafter "Contractor") to supply Fire Equipment and Supplies to the County pursuant to County Proposal Number **12-0806** (hereinafter "ITB"), -closing dated March 21, 2012 and Contractor's March 20, 2012 ITB response thereto with all County ITB provisions governing.

**Special Clauses:**

**Public Records**

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

**Prohibition against Contingent Fees**

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

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

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

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

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

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 12, 2012** through **June 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Roseann Johnson*  
Senior Contracting Officer

Date: *June 26, 2012*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Public Safety

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 12-0806

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment using the County's VISA- based electronic payment system:  Yes  No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

N/A

DUNS Number (Insert if this action involves a federal funded project): \_\_\_\_\_

General Vendor Information and Bid Signature:	
Firm Name:	<u>HAZARD CONTROL TECHNOLOGIES, INC.</u>
Street Address:	<u>150 WALTER WAY, FAYETTEVILLE, GA 30214</u>
Mailing Address (if different):	_____
Telephone No.:	<u>770-719-5112</u>
Fax No.:	<u>770-719-5117</u>
E-mail:	<u>RFCO@hct-world.com</u>
FEIN No.:	<u>65-0531333</u>
Prompt Payment Terms:	<u>0</u> % <u>10</u> days, net <u>30</u>
Signature:	<u>Sharon Greiner</u> Date: <u>03/20/12</u>
Print Name:	<u>Sharon Greiner</u> Title: <u>General Manager</u>
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
<b>Vendor awarded as:</b>	
<input type="checkbox"/> Sole vendor	<input checked="" type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official:	<u>Roseann Johnson</u> Date: <u>6-12-12</u>
Printed name:	<u>Roseann Johnson</u> Title: <u>Sr. Contracting Officer</u>
Purchase Order Number assigned to this contract for billing purposes:	_____

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

## WORK REFERENCES

Agency	MY FIRE SOLUTIONS, INC
Address	800 EAST 64th AVE, Suite 17
City, State, ZIP	DENVER, CO 80229
Contact Person	BRIAN CRAIN
Telephone	720-262-4491
Date(s) of Service	2011 - Present
Type of Service	VENDOR
Comments:	

Agency	DIVAL SAFETY EQUIPMENT
Address	1721 NIAGARA STREET
City, State, ZIP	BUFFALO, NY 14207
Contact Person	DAVE GRABOWSKI
Telephone	716-874-9060
Date(s) of Service	2006 - Present
Type of Service	VENDOR
Comments:	

Agency	PEACHTREE CITY FIRE DEPT.
Address	105 NORTH PEACHTREE PARKWAY
City, State, ZIP	PEACHTREE CITY, GA 30269
Contact Person	ROSEMARY BRIFFIN
Telephone	770-631-2526
Date(s) of Service	2005 - Present
Type of Service	VENDOR
Comments:	



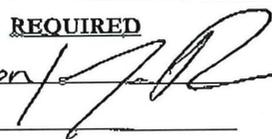


352-343-9473



# LAKE COUNTY FLORIDA

## MODIFICATION OF CONTRACT

1. Modification No.: 6 Effective Date: August 17, 2015	2. Contract No.: 12-0806L Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services, Inc. 3455 High Ridge Rd. Boyton Beach FL 33426 Attn: Jamie Robinson
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to add the following manufacturer to the contract at the discount shown.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Jamie Robinson</u> /  Title: <u>Reg. V.P.</u> Date: <u>8/17/2015</u>	9. Lake County, Florida By:  Senior Contracting Officer <u>8-17-2015</u> Date
10. Distribution: Original: Bid File No. 12-0806 Cc: Vendor, Department	

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District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



AUG-17-2015 09:50 From: 727  
AUG-17-2015 09:50 From: 727

Page: 2/2  
Page: 1/2

Attention : Donna Villinis

Reference Contract ITB 12-0806

Please see the attached form to Add Veridian Bunker gear to the current contract. We appreciate your help. Thank you

Jamie Robinson  
MES\_FL  
727-686-0020  
Reg Vice President.  
jrobinson@mesfire.com

**SECTION 5 -- ATTACHMENTS**

ITB Number: 12-0806

**Additional Manufacturers/Product Lines**

Manufacturers: Veridian Bunker Gear

Discount from current price list 18 %

Price List No. \_\_\_\_\_ Date of Price List 2014-2015

Warranty Yes

Stocking Distributor? Yes  No \_\_\_\_\_

Lead time: 30-50 Days

Hourly rate for repair and service \$ \_\_\_\_\_ (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Boxes of Emergency Contact \_\_\_\_\_

Manufacturers

Discount from current price list \_\_\_\_\_ %

Price List No. \_\_\_\_\_ Date of Price List \_\_\_\_\_

Warranty \_\_\_\_\_

Stocking Distributor? Yes  No \_\_\_\_\_

Lead time: \_\_\_\_\_

Hourly rate for repair and service \$ \_\_\_\_\_ (per hour)

Minimum order (if any) \$ \_\_\_\_\_

Handling fee if less than minimum order \$ \_\_\_\_\_



352-343-9473

From: Jamle Robinson jrobinson@mesfire.com  
Subject:  
Date: February 17, 2015 at 10:29 AM  
To:



MODIFICATION OF CONTRACT

1. Modification No.: 5 Effective Date: July 1, 2015	2. Contract No.: 12-0806L Effective Date: June 12, 2012
3. Contracting Officer: Donna Villanis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services, Inc. 3455 High Ridge Rd. Boynton Beach FL 33426 Attn: Jamle Robinson
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend contract an additional twelve (12) months, expiring June 30, 2016, at current pricing discounts, and per existing terms and conditions.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Jamle Robinson</u> Title: <u>Reg. Vice Pres</u> Date: <u>2/17/2015</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer Date: <u>2-17-2015</u>
10. Distribution: Original: Bid File No. 12-0806 Cc: Vendor, Department	

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THOMAS E. BURMAN District 1    MARK B. PARRA, M.A., CPA District 2    ERIC J. CONNOR District 3    JESSIE CAMPBELL District 4    WELTON R. COPPELL District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 4 Effective Date: February 9, 2015	2. Contract No.: 12-0806L Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services, Inc. 3455 High Ridge Rd. Boyton Beach FL 33426  Attn: Jamie Robinson
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to increase discount for Scott Safety (mfg.) products from 28% to 39% off list price per following vendor letter.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Jamie Robinson</u> Title: <u>Reg Vice president</u> Date: <u>Feb 9th 2015</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-10-2015</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor, Department	

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SEAN M. PARKS, AICP, QEP  
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JIMMY CONNER  
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WELTON G. CADWELL  
District 5



File: 352-343-9473



MES- Florida  
11431 43 ST N  
Clearwater FL 33762  
Toll Free: 877-MES-FIRE  
Phone: 727-573-6048  
Fax: 727-573-7679

February 6, 2015

Lake County Procurement Services  
315 W. Main St., Suite 441  
Tavares, Florida 32778-7800

Reference: Contract No.: 12-0806L

Attention: Donna Villinis

Please be advised we would like to update the Scott contract pricing to reflect a new discount 39% off list.

Please contact me with any questions or concerns.

Respectfully submitted,

Jamie Robinson  
Regional Vice President



# LAKE COUNTY FLORIDA

## MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: October 28, 2014	2. Contract No.: 12-0806L Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services, Inc. 3455 High Ridge Rd. Boyton Beach FL 33426  Attn: Jamie Robinson
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to increase discount for Scott Safety (mfg.) products to 28% off list price per following vendor letter.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Jamie Robinson</u> Title: <u>Reg. Vice President</u> Date: <u>10/28/2014</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>10-28-2014</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor	

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LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



MES- Florida  
11431 43 ST N  
Clearwater FL 33762  
Toll Free: 877-MES-FIRE  
Phone: 727-573-6048  
Fax: 727-573-7679

October 28, 2014

Lake County Procurement Services  
315 W. Main St., Suite 441  
Tavares, Florida 32778-7800

Reference: Contract No.: 12-0806L

Attention: Donna Villinis

Please be advised we would like to update the Scott contract pricing to reflect a new discount of 28% off list.

Please contact me with any questions or concerns.

Respectfully submitted,

Jamie Robinson  
Regional Vice President



352-343-9473



# LAKE COUNTY FLORIDA

## MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: July 1, 2014	2. Contract No.: 12-0806L Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Emergency Services, Inc. 3455 High Ridge Rd. Boyton Beach FL 33426  Attn: Shannon Raybon
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2015.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Jamie Robinson</u> Title: <u>Vice President</u> Date: <u>2/20/2014</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-20-2014</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor	

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LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: June 12, 2013	2. Contract No.: 12-0806L Effective Date: June 12, 2012
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address:  Municipal Emergency Services, Inc. 3455 High Ridge Road Boyton Beach, Florida 33426  Attn: Shannon Raybon, Sales Associate
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend one (1) year expiring June 30, 2014.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Shannon Raybon</u> Title: <u>SALES ASSOCIATE</u> Date: <u>APRIL 5, 2013</u>	9. Lake County, Florida  By: <u>Donald Miller</u> <u>Procurement Services Manager</u> <u>SENIOR CONTRACTING OFFICER</u> <u>4-12-2013</u> Date
10. Distribution:  Original - Bid No. 12-0806L Copies - Contractor Contracting Officer	

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District 4

WELTON G. CADWELL  
District 5



**MES-Florida**

**3455 High Ridge Road  
Boynton Beach, FL 33426  
Toll Free: 800-868-8584**

April 5, 2013

Amy Munday, Procurement Specialist  
Lake County Board of County Commissioners  
Division of Procurement Services  
315 W. Main Street, 4<sup>th</sup> Floor, Rm. 441  
Tavares, Florida 32778

Amy;

This letter is in response to the extension of Contract 12-0806L, Fire Equipment and Supplies for 2013. Due to price increases from the manufacturer we are requesting a change to the discount for Scott Safety, which is on page 90-B of the original contract from 25% to 10%. This adjustment will be effective for the duration of the contract extension.

Please let me know if you require any further information on this request. Thank you for your consideration of this request.

Sincerely,



Shannon Raybon, Sales Representative

**MESFire.com**  
Municipal Emergency Services  
MES - FLORIDA  
Cell: 407.448.1025  
[sraybon@mesfire.com](mailto:sraybon@mesfire.com)



**CONTRACT NO. 12-0806L**

**For Fire Equipment and Supplies**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of Municipal Emergency Services, Inc. (hereinafter "Contractor") to supply Fire Equipment and Supplies to the County pursuant to County Proposal Number **12-0806** (hereinafter "ITB"), -closing dated March 21, 2012 and Contractor's March 20, 2012 ITB response thereto with all County ITB provisions governing.

**Special Clauses:**

**Public Records**

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

**Prohibition against Contingent Fees**

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

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

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

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

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

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 12, 2012** through **June 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Roseann Johnson*  
Senior Contracting Officer

Date: *June 26, 2012*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Public Safety

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County's VISA- based electronic payment system:  Yes  No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): \_\_\_\_\_

General Vendor Information and Bid Signature:

Firm Name: MUNICIPAL EMERGENCY SERVICES INC.  
 Street Address: 3455 HIGH RIDGE ROAD  
 Mailing Address (if different): \_\_\_\_\_  
 Telephone No.: 407-448-1025 Fax No.: 800-719-5904 E-mail: SRAYBON@MESFIRE.COM  
 FEIN No. 65 - 1051374 Prompt Payment Terms: NET % 30 days, net  
 Signature: *Shannon Raybon* Date: March 20, 2012  
 Print Name: Shannon Raybon Title: Sales Associate

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- Sole vendor
- Pre-qualified pool vendor (spot bid)
- Secondary vendor for items: \_\_\_\_\_
- Pre-qualified pool vendor based on price
- Primary vendor for items: \_\_\_\_\_
- Other status: \_\_\_\_\_

Signature of authorized County official: *Roseann Johnson* Date: *6-12-12*  
 Printed name: *Roseann Johnson* Title: *Sr. Contracting Officer*  
 Purchase Order Number assigned to this contract for billing purposes: *TBD*

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

## WORK REFERENCES

Agency	St Petersburg Fire Rescue
Address	400 MLK Street S
City,State,ZIP	St Petersburg, FL 33701
Contact Person	Cynthia Brickey
Telephone	727-893-7026
Date(s) of Service	2/1/2011- 1/31/2012
Type of Service	Blanket Purchase agreement with 3 /1 year renewals
Comments:	Discount from list bid

Agency	North Naples Fire Control & Rescue District
Address	1885 Veterans Park Drive
City,State,ZIP	Naples, FL 34109
Contact Person	Captain Joel Leamer
Telephone	(239) 597-3222
Date(s) of Service	January 2011 to present
Type of Service	Bid Work
Comments:	Awarded competitive bid contracts

Agency	Ft Lauderdale Fire Rescue
Address	100 N Andrews Avenue
City,State,ZIP	Ft Lauderdale, FL 33301
Contact Person	Captain Chris Dietz
Telephone	(954) 828-6800
Date(s) of Service	2010 to present
Type of Service	Bid Work
Comments:	Awarded competitive bid contracts



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 9 Effective Date: October 30, 2015	2. Contract No.: 12-0806M Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address:  Municipal Equipment Company, LLC 2049 W. Central Blvd. Orlando FL 32805  Attn: Mathew Fenneman
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to add the following manufacturer to the contract.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>1/1/15</u>	9. Lake County, Florida By: <u>D. Villinis</u> Senior Contracting Officer <u>11-2-2015</u> Date
10. Distribution:  Original: Bid File Cc: Vendor, Department	

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JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

Additional Sheet

Manufacturer: NORTH AMERICAN FIRE HOSE

Discount from current price list 40 %

Price List No. N/A Date of Price List 7/1/15

Warranty 10 YEARS AGAINST DEFECTS

Stocking Distributor? Yes  No

Lead time: 2-8 WEEKS

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

DALE WEST 407-963-5025

Have you supplied the required Catalogs and List Price Sheets?  YES  NO

Manufacturer:

Discount from current price list \_\_\_\_\_ %

Price List No. \_\_\_\_\_ Date of Price List \_\_\_\_\_

Warranty \_\_\_\_\_

Stocking Distributor? Yes  No

Lead time: \_\_\_\_\_

Hourly rate for repair and service \$ \_\_\_\_\_ (per hour)

Minimum order (if any) \$ \_\_\_\_\_

Handling fee if less than minimum order \$ \_\_\_\_\_

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 8 Effective Date: August 13, 2015	2. Contract No.: 12-0806M Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Equipment Company, LLC 2049 W. Central Blvd. Orlando FL 32805  Attn: Mathew Fenneman
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to add the following manufacturer to the contract.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>8/13/2015</u>	9. Lake County, Florida By: <u>Donna Villinis</u> Senior Contracting Officer <u>8-13-2015</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor, Department	

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District 4

WELTON G. CADWELL  
District 5

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 12-0806

**Additional Sheet**

**Manufacturer:** Petzi

Discount from current price list 15 %

Price List No. \_\_\_\_\_ Date of Price List 1/1/2015

Warranty Against Defects

Stocking Distributor? Yes  No

Lead time: 1-45 days

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact :

Mathew Fenneman 800-228-8448

Have you supplied the required Catalogs and List Price Sheets? \_\_\_\_\_ YES \_\_\_\_\_ NO

**Manufacturer:**

Discount from current price list \_\_\_\_\_ %

Price List No. \_\_\_\_\_ Date of Price List \_\_\_\_\_

Warranty \_\_\_\_\_

Stocking Distributor? Yes \_\_\_\_\_ No \_\_\_\_\_

Lead time: \_\_\_\_\_

Hourly rate for repair and service \$ \_\_\_\_\_ (per hour)

Minimum order (if any) \$ \_\_\_\_\_

Handling fee if less than minimum order \$ \_\_\_\_\_

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 7 Effective Date: August 6, 2015	2. Contract No.: 12-0806M Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Equipment Company, LLC 2049 W. Central Blvd. Orlando FL 32805  Attn: Mathew Fenneman
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to add the following manufacturer to the contract.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>8/6/15</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>8-6-2015</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor, Department	

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District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 12-0806

**Additional Sheet**

**Manufacturer:** Sterling Rope

Discount from current price list 15 %

Price List No. \_\_\_\_\_ Date of Price List \_\_\_\_\_

Warranty Against Defects

Stocking Distributor? Yes \_\_\_\_\_ No

Lead time: 2-3 weeks

Hourly rate for repair and service \$ N/A (per hour)

Minimum order (if any) \$ N/A

Handling fee if less than minimum order \$ N/A

Name/Telephone/Cell/Beeper of Emergency Contact

Matheu Fenneman 800-228-8448

Have you supplied the required Catalogs and List Price Sheets? \_\_\_\_\_ YES \_\_\_\_\_ NO

**Manufacturer:**

Discount from current price list \_\_\_\_\_ %

Price List No. \_\_\_\_\_ Date of Price List \_\_\_\_\_

Warranty \_\_\_\_\_

Stocking Distributor? Yes \_\_\_\_\_ No \_\_\_\_\_

Lead time: \_\_\_\_\_

Hourly rate for repair and service \$ \_\_\_\_\_ (per hour)

Minimum order (if any) \$ \_\_\_\_\_

Handling fee if less than minimum order \$ \_\_\_\_\_

Name/Telephone/Cell/Beeper of Emergency Contact

Have you supplied the required Catalogs and List



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 6 Effective Date: July 1, 2015	2. Contract No.: 12-0806M Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Equipment Company, LLC 2049 W. Central Blvd. Orlando FL 32805  Attn: Mathew Fenneman
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to add the following manufacturer to the contract.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Math J</u> Title: <u>President</u> Date: <u>6/26/15</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>6-26-2015</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor, Department	

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District 2

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District 3

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District 4

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District 5



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 5 Effective Date: July 1, 2015	2. Contract No.: 12-0806M Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Equipment Company, LLC 2049 W. Central Blvd. Orlando FL 32805  Attn: Dale West
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract at current pricing discounts, terms and conditions, for twelve (12) additional months, expiring June 30, 2016.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Dale West</u> Title: <u>VICE PRESIDENT</u> Date: <u>2/23/15</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-23-2015</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor, Department	

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District 1

SEAN M. PARKS, *Atch, QEP*  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 4 Effective Date: July 31, 2014	2. Contract No.: 12-0806M Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Equipment Company, LLC 2049 W. Central Blvd. Orlando FL 32805  Attn: Dale West
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to add following manufacturer to current contract.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Dale West</u> Title: <u>VICE PRESIDENT</u> Date: <u>7/31/14</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>7-31-2014</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor	

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District 2

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District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: June 23, 2014	2. Contract No.: 12-0806M Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address:  Municipal Equipment Company, LLC 2049 W. Central Blvd. Orlando FL 32805  Attn: Dale West
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to add following manufacturer to current contract.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Dale West</u> Title: <u>VICE PRESIDENT</u> Date: <u>6/25/14</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>6-25-2014</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor	

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District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

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District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: July 1, 2014	2. Contract No.: 12-0806M Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Municipal Equipment Company, LLC 2049 W. Central Blvd. Orlando FL 32805  Attn: Dale West
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2015.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Dale West</u> Title: <u>VICE PRESIDENT</u> Date: <u>2/17/14</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-18-2014</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor	

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District 1

STAN M. PARKS, *alt. rep.*  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: June 12, 2013	2. Contract No.: 12-0806M Effective Date: June 12, 2012
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address:  Municipal Equipment Company, LLC 2049 West Central Blvd. Orlando, Florida 32805  Attn: Dale West, Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend one (1) year expiring June 30, 2014.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Dale West</u> Title: <u>VICE PRESIDENT</u> Date: <u>4/4/13</u>	9. Lake County, Florida By: <u>[Signature]</u> Procurement Services Manager <u>9 APR 13</u> Date
10. Distribution:  Original - Bid No. 12-0806M Copies - Contractor Contracting Officer	

APR - 4 REC'D

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SEAN M. PARKS: AICP, QEP

JIMMY CONNER

LESLIE CAMPIONE

WELTON G. CADWELL



**CONTRACT NO. 12-0806M**

**For Fire Equipment and Supplies**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of Municipal Equipment Co., LLC (hereinafter "Contractor") to supply Fire Equipment and Supplies to the County pursuant to County Proposal Number **12-0806** (hereinafter "ITB"), -closing dated March 21, 2012 and Contractor's March 14, 2012 ITB response thereto with all County ITB provisions governing.

**Special Clauses:**

**Public Records**

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

**Prohibition against Contingent Fees**

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

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

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

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

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

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 12, 2012** through **June 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Roseann Johnson*  
Senior Contracting Officer

Date: *June 26, 2012*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Public Safety



LAKE COUNTY  
FLORIDA

INVITATION TO BID (ITB)  
FIRE EQUIPMENT AND SUPPLIES

ITB Number: 12-0806 Contracting Officer: Roseann Johnson  
Bid Due Date: March 21, 2012 Pre-Bid Conf. Date: Not applicable  
Bid Due Time: 3:00 pm ITB Issue Date: February 16, 2012

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	Pages 2-16
SECTION 2: Statement of Work	Pages 17-18
SECTION 3: General Terms and Conditions	Pages 19-22
SECTION 4: Pricing/Certifications/Signatures	Pages 23-91
SECTION 5: Attachments	Pages 92-93

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: MUNICIPAL EQUIPMENT Co. LLC Phone Number: 1-800-228-5448  
E-mail Address: DALEWEST@MECOFIRE.COM Contact Person: DALE WEST

**ITB TITLE: FIRE EQUIPMENT & SUPPLIES**

**NOTES:**

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

<b>Part I:</b>
The bidder must list below the dates of issue for each addendum received in connection with this ITB:
Addendum #1, Dated: _____
Addendum #2, Dated: _____
Addendum #3, Dated: _____
Addendum #4, Dated: _____
<b>Part II:</b>
<input checked="" type="checkbox"/> No Addendum was received in connection with this ITB.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 12-0806

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County's VISA- based electronic payment system:  Yes  No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): 020992533

General Vendor Information and Bid Signature:			
Firm Name:	MUNICIPAL EQUIPMENT CO., LLC.		
Street Address:	2049 WEST CENTRAL BLVD., ORLANDO, FL 32805		
Mailing Address (if different):	SAME		
Telephone No.:	1-800-228-8448	Fax No.:	1-877-715-2448
		E-mail:	DALEWEST@MELCOFINE.COM
FEIN No.	59-3624496	Prompt Payment Terms:	0 % 30 days, net 30
Signature:	<i>Dale West</i>	Date:	3/14/12
Print Name:	DALE WEST	Title:	VICE PRESIDENT
Award of Contract by the County: (Official Use Only)			
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.			
Vendor awarded as:			
<input type="checkbox"/> Sole vendor	<input checked="" type="checkbox"/> Pre-qualified pool vendor based on price		
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____		
<input type="checkbox"/> Secondary vendor for items: _____	<input checked="" type="checkbox"/> Other status: _____		
Signature of authorized County official:	<i>Roseann Johnson</i>	Date:	6-12-12
Printed name:	Roseann Johnson	Title:	Sr. Contracting Officer
Purchase Order Number assigned to this contract for billing purposes:	TBD		

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

## WORK REFERENCES

Agency	PALM BEACH COUNTY FIRE RESCUE
Address	2601 VISTA PARKWAY
City,State,ZIP	WEST PALM BEACH, FL 33411
Contact Person	WAYNE CHAMBERS
Telephone	561-233-0864
Date(s) of Service	VARIOUS
Type of Service	FIRE EQUIPMENT
Comments:	

Agency	MIAMI-DADE COUNTY FIRE RESCUE
Address	6000 S.W. 87TH AVENUE
City,State,ZIP	MIAMI, FL 33173
Contact Person	JAVIER WALLIS
Telephone	786-336-3174
Date(s) of Service	VARIOUS
Type of Service	FIRE EQUIPMENT
Comments:	

Agency	MARTIN COUNTY FIRE RESCUE
Address	951 S.E. RUHNKE STREET
City,State,ZIP	STUART, FL 34994
Contact Person	CHAS KACZYNSKI
Telephone	772-419-6972
Date(s) of Service	VARIOUS
Type of Service	FIRE EQUIPMENT
Comments:	



# CERTIFICATE OF LIABILITY INSURANCE

MUNIC-1 OP ID: ME

DATE (MM/DD/YYYY)  
03/06/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER OLW 605 E. Robinson St., Suite 320 Orlando, FL 32801 Matthew West	407-425-3411	CONTACT NAME: Melinda Cerlo	
	407-843-2632	PHONE (A/C, No, Ext): 407-425-3411	FAX (A/C, No): 407-843-2632
		EMAIL ADDRESS: mcerlo@olwinc.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Maxum Indemnity Company	26743
		INSURER B: The Hartford	38261
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED  
Municipal Equipment Co, LLC  
Bob Fenneman  
2049 West Central Boulevard  
Orlando, FL 32805

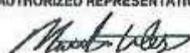
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC	X	GLP600903904	02/14/12	02/14/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000								
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		21UECKK5978	02/14/12	02/14/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$								
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	21WBCVX2986	05/22/11	05/22/12	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$ 100,000													
E.L. DISEASE - EA EMPLOYEE	\$ 100,000													
E.L. DISEASE - POLICY LIMIT	\$ 500,000													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Lake County, A Political Subdivision of the State of Florida and the Board of County Commissioners has been added as additional insured. ITB Number 12-0806

**CERTIFICATE HOLDER****CANCELLATION**

Lake County, A Political Subdivision of the State of FL PO Box 7800 Tavares, FL 32778	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: July 1, 2015	2. Contract No.: 12-0806N Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: NAFECO 1515 W. Moulton Street Decatur AL 35601  Attn: Ronald Woodall
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2016.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>2/18/15</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-18-2015</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor, Department	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY J. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 2 Effective Date: July 1, 2014	2. Contract No.: 12-0806N Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: NAFECO 1515 W. Moulton Street Decatur AL 35601 Attn: Ronald Woodall
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend contract one (1) year, expiring June 30, 2015. <i>(AS NOTED ON PG. 24 OF ORIGINAL ITB # 12-0806) DV 3/26/14</i>	
8. Contractor's Signature <b>REQUIRED</b> Name: RONALD WOODALL <i>Ronald Woodall</i> Title: VICE PRESIDENT Date: 3/20/14	9. Lake County, Florida By: <i>Donna Villinis</i> Senior Contracting Officer 3-26-2014 Date
10. Distribution: Original: Bid File No. 12-0806 Cc: Vendor	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
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THOMAS L. SULLIVAN  
District 1

SEAN M. PARKS, JR. QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5

ADDITIONAL OFFERINGS  
CONTRACT NO. 12-0806N  
SUBMITTED BY:

NAFECO  
1515 WEST MOULTON STREET  
DECATUR, AL 35601  
800-628-6233

MANUFACTURER:  
DISCOUNT FROM CURRENT PRICE LIST:

CMC RESCUE  
12% (Excludes Rescue Manikins, CMC Apparel & Air  
Rescue Gloves)

PRICE LIST NO:  
DATE OF PRICE LIST:  
WARRANTY:  
STOCKING DISTRIBUTOR:  
LEAD TIME:  
HOURLY RATE FOR REPAIR/SERVICE:  
MINIMUM ORDER (IF ANY):  
HANDLING FEE IF LESS THAN MINIMUM:  
NAME/CELL PHONE OF EMERGENCY CONTACT:

See enclosed CD  
January 2014  
Per Manufacturer  
Yes  
30 Days ARO  
\$80.00  
\$100.00  
\$20.00  
David Muar 813/765-9459

MANUFACTURER:  
DISCOUNT FROM CURRENT PRICE LIST:  
PRICE LIST NO:  
DATE OF PRICE LIST:  
WARRANTY:  
STOCKING DISTRIBUTOR:  
LEAD TIME:  
HOURLY RATE FOR REPAIR/SERVICE:  
MINIMUM ORDER (IF ANY):  
HANDLING FEE IF LESS THAN MINIMUM:  
NAME/CELL PHONE OF EMERGENCY CONTACT:

HAIX  
16.00%  
See enclosed CD  
January 2014  
Per Manufacturer  
Yes  
30-45 Days ARO  
\$80.00  
\$100.00  
\$20.00  
David Muar 813/765-9459

MANUFACTURER:  
DISCOUNT FROM CURRENT PRICE LIST:  
PRICE LIST NO:  
DATE OF PRICE LIST:  
WARRANTY:  
STOCKING DISTRIBUTOR:  
LEAD TIME:  
HOURLY RATE FOR REPAIR/SERVICE:  
MINIMUM ORDER (IF ANY):  
HANDLING FEE IF LESS THAN MINIMUM:  
NAME/CELL PHONE OF EMERGENCY CONTACT:

DRAEGER SAFETY  
SCBA-12%; Thermal Image-12%; Gas Detection-12%  
See enclosed CD  
January 2014  
Per Manufacturer  
Yes  
30-60 Days ARO  
\$80.00  
\$100.00  
\$20.00  
David Muar 813/765-9459

**ADDITIONAL OFFERINGS**  
**CONTRACT NO. 12-0806N**  
**SUBMITTED BY:**

**NAFECO**

**MANUFACTURER:**  
**DISCOUNT FROM CURRENT PRICE LIST:**  
**PRICE LIST NO:**  
**DATE OF PRICE LIST:**  
**WARRANTY:**  
**STOCKING DISTRIBUTOR:**  
**LEAD TIME:**  
**HOURLY RATE FOR REPAIR/SERVICE:**  
**MINIMUM ORDER (IF ANY):**  
**HANDLING FEE IF LESS THAN MINIMUM:**  
**NAME/CELL PHONE OF EMERGENCY CONTACT:**

**FSI NORTH AMERICA**  
**4.00%**  
**See enclosed CD**  
**January 2014**  
**Per Manufacturer**  
**Yes**  
**30-45 Days ARO**  
**\$80.00**  
**\$100.00**  
**\$20.00**  
**David Muar 813/765-9459**

**MANUFACTURER:**  
**DISCOUNT FROM CURRENT PRICE LIST:**  
**PRICE LIST NO:**  
**DATE OF PRICE LIST:**  
**WARRANTY:**  
**STOCKING DISTRIBUTOR:**  
**LEAD TIME:**  
**HOURLY RATE FOR REPAIR/SERVICE:**  
**MINIMUM ORDER (IF ANY):**  
**HANDLING FEE IF LESS THAN MINIMUM:**  
**NAME/CELL PHONE OF EMERGENCY CONTACT:**

**MAJESTIC HOODS**  
**28.00%**  
**See enclosed CD**  
**February 2014**  
**Per Manufacturer**  
**Yes**  
**30 Days ARO**  
**\$80.00**  
**\$100.00**  
**\$20.00**  
**David Muar 813/765-9459**

**MANUFACTURER:**  
**DISCOUNT FROM CURRENT PRICE LIST:**  
**PRICE LIST NO:**  
**DATE OF PRICE LIST:**  
**WARRANTY:**  
**STOCKING DISTRIBUTOR:**  
**LEAD TIME:**  
**HOURLY RATE FOR REPAIR/SERVICE:**  
**MINIMUM ORDER (IF ANY):**  
**HANDLING FEE IF LESS THAN MINIMUM:**  
**NAME/CELL PHONE OF EMERGENCY CONTACT:**

**FIRE RESEARCH**  
**11.00%**  
**See enclosed CD**  
**April 13, 2014**  
**Per Manufacturer**  
**Yes**  
**30 Days ARO**  
**\$80.00**  
**\$100.00**  
**\$20.00**  
**David Muar 813/765-9459**

**ADDITIONAL OFFERINGS  
CONTRACT NO. 12-0806N  
SUBMITTED BY:**

**NAFECO**

**MANUFACTURER:**  
**DISCOUNT FROM CURRENT PRICE LIST:**  
**PRICE LIST NO:**  
**DATE OF PRICE LIST:**  
**WARRANTY:**  
**STOCKING DISTRIBUTOR:**  
**LEAD TIME:**  
**HOURLY RATE FOR REPAIR/SERVICE:**  
**MINIMUM ORDER (IF ANY):**  
**HANDLING FEE IF LESS THAN MINIMUM:**  
**NAME/CELL PHONE OF EMERGENCY CONTACT:**

**KEY FIRE HOSE**  
33.00%  
See enclosed CD  
January 2014  
Per Manufacturer  
Yes  
30 Days ARO  
\$80.00  
\$100.00  
\$20.00  
David Muar 813/765-9459

**MANUFACTURER:**  
**DISCOUNT FROM CURRENT PRICE LIST:**  
**PRICE LIST NO:**  
**DATE OF PRICE LIST:**  
**WARRANTY:**  
**STOCKING DISTRIBUTOR:**  
**LEAD TIME:**  
**HOURLY RATE FOR REPAIR/SERVICE:**  
**MINIMUM ORDER (IF ANY):**  
**HANDLING FEE IF LESS THAN MINIMUM:**  
**NAME/CELL PHONE OF EMERGENCY CONTACT:**

**FIREHOOKS UNLTD**  
4.00%  
See enclosed CD  
January 2014  
Per Manufacturer  
Yes  
30 Days ARO  
\$80.00  
\$100.00  
\$20.00  
David Muar 813/765-9459

**MANUFACTURER:**  
**DISCOUNT FROM CURRENT PRICE LIST:**  
**PRICE LIST NO:**  
**DATE OF PRICE LIST:**  
**WARRANTY:**  
**STOCKING DISTRIBUTOR:**  
**LEAD TIME:**  
**HOURLY RATE FOR REPAIR/SERVICE:**  
**MINIMUM ORDER (IF ANY):**  
**HANDLING FEE IF LESS THAN MINIMUM:**  
**NAME/CELL PHONE OF EMERGENCY CONTACT:**

**RESCUE 42**  
4.00%  
See enclosed CD  
July 2013  
Per Manufacturer  
Yes  
30 Days ARO  
\$80.00  
\$100.00  
\$20.00  
David Muar 813/765-9459

**ADDITIONAL OFFERINGS**  
**CONTRACT NO. 12-0806N**  
**SUBMITTED BY:**

**NAFECO**

**MANUFACTURER:**  
**DISCOUNT FROM CURRENT PRICE LIST:**  
**PRICE LIST NO:**  
**DATE OF PRICE LIST:**  
**WARRANTY:**  
**STOCKING DISTRIBUTOR:**  
**LEAD TIME:**  
**HOURLY RATE FOR REPAIR/SERVICE:**  
**MINIMUM ORDER (IF ANY):**  
**HANDLING FEE IF LESS THAN MINIMUM:**  
**NAME/CELL PHONE OF EMERGENCY CONTACT:**

**MTS SAFETY**  
**28.00%**  
**See enclosed CD**  
**2013**  
**Per Manufacturer**  
**Yes**  
**30 Days ARO**  
**\$80.00**  
**\$100.00**  
**\$20.00**  
**David Muar 813/765-9459**

**MANUFACTURER:**  
**DISCOUNT FROM CURRENT PRICE LIST:**  
**PRICE LIST NO:**  
**DATE OF PRICE LIST:**  
**WARRANTY:**  
**STOCKING DISTRIBUTOR:**  
**LEAD TIME:**  
**HOURLY RATE FOR REPAIR/SERVICE:**  
**MINIMUM ORDER (IF ANY):**  
**HANDLING FEE IF LESS THAN MINIMUM:**  
**NAME/CELL PHONE OF EMERGENCY CONTACT:**

**BOSTON LEATHER**  
**28.00%**  
**See enclosed CD**  
**2014**  
**Per Manufacturer**  
**Yes**  
**30 Days ARO**  
**\$80.00**  
**\$100.00**  
**\$20.00**  
**David Muar 813/765-9459**

**MANUFACTURER:**  
**DISCOUNT FROM CURRENT PRICE LIST:**  
**PRICE LIST NO:**  
**DATE OF PRICE LIST:**  
**WARRANTY:**  
**STOCKING DISTRIBUTOR:**  
**LEAD TIME:**  
**HOURLY RATE FOR REPAIR/SERVICE:**  
**MINIMUM ORDER (IF ANY):**  
**HANDLING FEE IF LESS THAN MINIMUM:**  
**NAME/CELL PHONE OF EMERGENCY CONTACT:**

**PERFORMANCE ADVANTAGE (PAC)**  
**6.00%**  
**See enclosed CD**  
**11/15/11 (still in effect for 2014)**  
**Per Manufacturer**  
**Yes**  
**30 Days ARO**  
**\$80.00**  
**\$100.00**  
**\$20.00**  
**David Muar 813/765-9459**

**ADDITIONAL OFFERINGS**

**CONTRACT NO. 12-0806N**

**SUBMITTED BY:**

**NAFECO**

MANUFACTURER: **KAPPLER**  
DISCOUNT FROM CURRENT PRICE LIST: **28.00%**  
PRICE LIST NO: **See enclosed CD**  
DATE OF PRICE LIST: **January 2013**  
WARRANTY: **Per Manufacturer**  
STOCKING DISTRIBUTOR: **Yes**  
LEAD TIME: **30-45 Days ARO**  
HOURLY RATE FOR REPAIR/SERVICE: **\$80.00**  
MINIMUM ORDER (IF ANY): **\$100.00**  
HANDLING FEE IF LESS THAN MINIMUM: **\$20.00**  
NAME/CELL PHONE OF EMERGENCY CONTACT: **David Muar 813/765-9459**

MANUFACTURER: **ERGODYNE**  
DISCOUNT FROM CURRENT PRICE LIST: **18.00%**  
PRICE LIST NO: **See enclosed CD**  
DATE OF PRICE LIST: **January 2014**  
WARRANTY: **Per Manufacturer**  
STOCKING DISTRIBUTOR: **Yes**  
LEAD TIME: **30 Days ARO**  
HOURLY RATE FOR REPAIR/SERVICE: **\$80.00**  
MINIMUM ORDER (IF ANY): **\$100.00**  
HANDLING FEE IF LESS THAN MINIMUM: **\$20.00**  
NAME/CELL PHONE OF EMERGENCY CONTACT: **David Muar 813/765-9459**

MANUFACTURER: **FOAM PRO**  
DISCOUNT FROM CURRENT PRICE LIST: **6.00%**  
PRICE LIST NO: **See enclosed CD**  
DATE OF PRICE LIST: **April 2014**  
WARRANTY: **Per Manufacturer**  
STOCKING DISTRIBUTOR: **Yes**  
LEAD TIME: **30 Days ARO**  
HOURLY RATE FOR REPAIR/SERVICE: **\$80.00**  
MINIMUM ORDER (IF ANY): **\$100.00**  
HANDLING FEE IF LESS THAN MINIMUM: **\$20.00**  
NAME/CELL PHONE OF EMERGENCY CONTACT: **David Muar 813/765-9459**

MANUFACTURER: **ESS GOGGLES**  
DISCOUNT FROM CURRENT PRICE LIST: **12.00%**  
PRICE LIST NO: **See enclosed CD**  
DATE OF PRICE LIST: **February 2014**  
WARRANTY: **Per Manufacturer**  
STOCKING DISTRIBUTOR: **Yes**  
LEAD TIME: **30 Days ARO**  
HOURLY RATE FOR REPAIR/SERVICE: **\$80.00**  
MINIMUM ORDER (IF ANY): **\$100.00**  
HANDLING FEE IF LESS THAN MINIMUM: **\$20.00**  
NAME/CELL PHONE OF EMERGENCY CONTACT: **David Muar 813/765-9459**



**LAKE COUNTY**  
FLORIDA

**MODIFICATION OF CONTRACT**

1. Modification No.: 1 Effective Date: June 12, 2013	2. Contract No.: 12-0806N Effective Date: June 12, 2012
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: NAFECO 1515 West Moulton Street Decatur, AL 35601 Attn: Ronald Woodall, Vice President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend one (1) year expiring June 30, 2014.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Ronald Woodall</u> Title: <u>VICE PRESIDENT</u> Date: <u>4/4/13</u>	9. Lake County, Florida By: <u>[Signature]</u> <u>Procurement Services Manager</u> <u>5/12/13</u> Date
10. Distribution: Original - Bid No. 12-0806N Copies - Contractor Contracting Officer	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
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Board of County Commissioners • www.lakecountyfl.gov

JIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



**CONTRACT NO. 12-0806N**

**For Fire Equipment and Supplies**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of NAFECO (hereinafter "Contractor") to supply Fire Equipment and Supplies to the County pursuant to County Proposal Number **12-0806** (hereinafter "ITB"), -closing dated March 21, 2012 and Contractor's March 19, 2012 ITB response thereto with all County ITB provisions governing.

**Special Clauses:**

**Public Records**

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

**Prohibition against Contingent Fees**

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

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

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

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

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

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 12, 2012** through **June 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Roseann Johnson*  
Senior Contracting Officer

Date: *June 26, 2012*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Public Safety

ORIGINAL



ORIGINAL

# LAKE COUNTY FLORIDA

## INVITATION TO BID (ITB) FIRE EQUIPMENT AND SUPPLIES

ITB Number: 12-0806 Contracting Officer: Roscann Johnson  
 Bid Due Date: March 21, 2012 Pre-Bid Conf. Date: Not applicable  
 Bid Due Time: 3:00 pm ITB Issue Date: February 16, 2012

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	Pages 2-16
SECTION 2: Statement of Work	Pages 17-18
SECTION 3: General Terms and Conditions	Pages 19-22
SECTION 4: Pricing/Certifications/Signatures	Pages 23-91
SECTION 5: Attachments	Pages 92-93

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

### VENDOR IDENTIFICATION

Company Name: NAFECO Phone Number: 800-628-6233  
 E-mail Address: rwoodall@nafeco.com Contact Person: Ronald Woodall

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 12-0806

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment using the County's VISA-based electronic payment system:  Yes  No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): \_\_\_\_\_

General Vendor Information and Bid Signature:	
Firm Name:	NAFECO
Street Address:	1515 WEST MOULTON STREET DECATUR, AL 35601
Mailing Address (if different):	
Telephone No.:	256-353-7100
Fax No.:	256-355-0852
E-mail:	rwoodall@nafeco.com
FEIN No.	63 - 0725655
Prompt Payment Terms:	NET % 30 days, net 30
Signature:	<i>Ronald Woodall</i> Date: 3/19/12
Print Name:	Ronald Woodall
Title:	VICE PRESIDENT
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input type="checkbox"/> Sole vendor	<input checked="" type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input checked="" type="checkbox"/> Other status: _____
Signature of authorized County official:	<i>Roseann Johnson</i> Date: 6-12-12
Printed name:	<i>Roseann Johnson</i> Title: <i>St. Contracting Officer</i>
Purchase Order Number assigned to this contract for billing purposes:	<i>TBD</i>

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

## WORK REFERENCES

Agency	PINELLAS COUNTY SCHOOL ADMINISTRATION
Address	301 4th Street
City,State,ZIP	Largo, FL 33770
Contact Person	Mark Linderman
Telephone	727-588-6491
Date(s) of Service	2004 -
Type of Service	FIRE EQUIPMENT
Comments:	

Agency	CITY OF PALM BAY FIRE DEPARTMENT
Address	2148 PALM BAY ROAD
City,State,ZIP	PALM BAY, FL 32905
Contact Person	BOBBY MARSALA
Telephone	321-952-3424
Date(s) of Service	2004-
Type of Service	FIRE EQUIPMENT
Comments:	

Agency	CITY OF ORLANDO
Address	1010 SOUTH WESTMORELAND DRIVE
City,State,ZIP	ORLANDO, FL 32805
Contact Person	CONNIE ROYER
Telephone	407-246-2367
Date(s) of Service	2004 -
Type of Service	FIRE EQUIPMENT
Comments:	



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: July 1, 2015	2. Contract No.: 12-0806O Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Ten-8 Fire Equipment Inc. 2904 59 <sup>th</sup> Avenue Drive East Bradenton FL 34203  Attn: Monte Sims
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2016.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Trity Leader</u> Title: <u>INSIDE SALES REPRESENTATIVE</u> Date: <u>2/17/2015</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-17-2015</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor, Department	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: July 1, 2014	2. Contract No.: 12-0806O Effective Date: June 12, 2012
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Ten-8 Fire Equipment Inc. 2904 59 <sup>th</sup> Avenue Drive East Bradenton FL 34203  Attn: Monte Sims
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend contract one (1) year, expiring June 30, 2015.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Timothy Leader</u> Title: <u>INSIDE SALES REPRESENTATIVE</u> Date: <u>2/21/2014</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>2-21-2014</u> Date
10. Distribution:  Original: Bid File No. 12-0806 Cc: Vendor	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY J. SULLIVAN  
District 1

SIÂN M. PARKS, *alder*  
District 2

TIMMY CONNER  
District 3

TESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: June 12, 2013	2. Contract No.: 12-08060 Effective Date: June 12, 2012
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Ten-8 Fire Equipment, Inc. 2904 59 <sup>th</sup> Ave. Drive East Bradenton, Florida 34203 Attn: Monte Sims, Sales Rep.
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend one (1) year expiring June 30, 2014.	
8. Contractor's Signature <b>REQUIRED</b> Name: <u>Andy Leads</u> Title: <u>INSIDE SALES REPRESENTATIVE</u> Date: <u>MAY 2, 2013</u>	9. Lake County, Florida By: <u>Donna Williams</u> Procurement Services Manager Senior Contracting Officer <u>5-2-2013</u> Date
10. Distribution: Original - Bid No. 12-08060 Copies - Contractor Contracting Officer	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352 343 9839 • F 352 343 9473  
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY F. SULLIVAN  
District 1

SEAN M. PARRS  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WILLIAM G. CADWELL  
District 5



**CONTRACT NO. 12-0806O**

**For Fire Equipment and Supplies**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of Ten-8 Fire Equipment, Inc. (hereinafter "Contractor") to supply Fire Equipment and Supplies to the County pursuant to County Proposal Number **12-0806** (hereinafter "ITB"), -closing dated March 21, 2012 and Contractor's March 19, 2012 ITB response thereto with all County ITB provisions governing.

**Special Clauses:**

**Public Records**

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

**Prohibition against Contingent Fees**

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

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

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

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

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

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 12, 2012** through **June 30, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Roseann Johnson*  
Senior Contracting Officer

Date: *June 26, 2012*

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Public Safety



**INVITATION TO BID (ITB)**  
**FIRE EQUIPMENT AND SUPPLIES**

ITB Number: 12-0806 Contracting Officer: Roseann Johnson  
 Bid Due Date: March 21, 2012 Pre-Bid Conf. Date: Not applicable  
 Bid Due Time: 3:00 pm ITB Issue Date: February 16, 2012

<b>TABLE OF CONTENTS</b>	
SECTION 1: Special Terms and Conditions	Pages 2-16
SECTION 2: Statement of Work	Pages 17-18
SECTION 3: General Terms and Conditions	Pages 19-22
SECTION 4: Pricing/Certifications/Signatures	Pages 23-91
SECTION 5: Attachments	Pages 92-93

<b>SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:</b>	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

**At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.**

**NO-RESPONSE REPLY**

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

**VENDOR IDENTIFICATION**

Company Name: TEN-8 FIRE EQUIPMENT, INC. Phone Number: (800)228-8368  
 E-mail Address: msims7@verizon.net Contact Person: [Signature]

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 12-0806

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment using the County's VISA- based electronic payment system:  Yes  No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): 03-968-0376

**General Vendor Information and Bid Signature:**

Firm Name: TEN-8 FIRE EQUIPMENT, INC.  
 Street Address: 2904 59TH AVENUE DRIVE EAST BRADENTON, FL 34203  
 Mailing Address (if different): \_\_\_\_\_  
 Telephone No.: (800) 228-8368 Fax No.: (941)756-2598 E-mail: info@ten8fire.com  
 FEIN No. 59 - 2812764 Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net 30  
 Signature: Monte Sims Date: 3-19-12  
 Print Name: Monte Sims Title: Sales Rep.

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- Sole vendor  Pre-qualified pool vendor based on price  
 Pre-qualified pool vendor (spot bid)  Primary vendor for items: \_\_\_\_\_  
 Secondary vendor for items: \_\_\_\_\_  Other status: \_\_\_\_\_

Signature of authorized County official: Rosann Johnson Date: 6-12-12  
 Printed name: Rosann Johnson Title: Asst. Contracting Officer  
 Purchase Order Number assigned to this contract for billing purposes: TBD

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

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## WORK REFERENCES

Agency	VOLUSIA COUNTY FIRE SERVICE
Address	125 W. NEW YORK AVENUE, SUITE 220
City,State,ZIP	DELAND, FL 32720
Contact Person	VANN CADE
Telephone	386-527-6613
Date(s) of Service	ON-GOING
Type of Service	EQUIPMENT AND APPARATUS
Comments:	

Agency	OSCEOLA COUNTY FIRE SERVICES
Address	320 N. BEAUMONT AVENUE
City,State,ZIP	KISSIMMEE, FL 34741
Contact Person	TERIA KNICKERBOCKER
Telephone	321-624-8176
Date(s) of Service	ON- GOING
Type of Service	EQUIPMENT AND APPARATUS
Comments:	

Agency	ORANGE COUNTY FIRE SERVICE
Address	4400 VINELAND ROAD
City,State,ZIP	ORLANDO, FL 32811
Contact Person	HECTOR ACEVEDO
Telephone	407-836-8243
Date(s) of Service	ON-GOING
Type of Service	MISC. EQUIPMENT
Comments:	



# CERTIFICATE OF LIABILITY INSURANCE

TEN8F-1 OP ID: RA

DATE (MM/DD/YYYY)  
03/07/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gifford-Holden Ins Inc P. O. Box 428 Venice, FL 34284 Russ Gifford	941-484-0681	CONTACT NAME:	
	941-485-3835	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Valley Forge Insurance Co	20508
		INSURER B: National Fire Ins Co	20478
		INSURER C: Continental Casualty Co	20443
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	2091595545	07/30/11	07/30/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1/2000000
B	AUTOMOBILE LIABILITY	X	X	2071988532	07/30/11	07/30/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PIP \$10000						BODILY INJURY (1'per person) \$ BODILY INJURY (1'per accident) \$ PROPERTY DAMAGE (1'per accident) \$ \$
C	UMBRELLA LIAB	X	X	2048055914	07/30/11	07/30/12	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000						AGGREGATE \$ 3,000,000 \$ <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2067574121	01/01/12	01/01/13	E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Garage Liab			2071988532	07/30/11	07/30/12	Occ/Agg 1m/2m
B	GKLL			2071988532	07/30/11	07/30/12	GKLL 1,600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Lake County, A Political subdivision of the State of Florida, and the Board of County Commissioners are included as additional insured as their interest may appear on all applicable liability policies.

## CERTIFICATE HOLDER

## CANCELLATION

LAKE015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Lake County, A Political Subdivision of the State of FL & the Board of County Comm PO BOX 7800 TAVARES, FL 32778-7800	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2010/05)

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## Agenda Memorandum – *City of Inverness*

December 10, 2015

**TO:** Elected Officials  
**FROM:** City Manager (Prepared by Eric Williams)  
**SUBJECT:** Land Exchange – Easement: City to County  
**CC:** City Clerk, Project Manager, Finance Director  
**Enclosure:** Easement

---

As Council is aware we have proceeded with the County to finalize the diligence and documents for the long awaited Land Swap (Exchange). This has been a multi-year effort based on board (City and County) action that involves the City granting an easement to the County to construct a roadway at the airport to improve access to new hangars, and in turn, the County has deeded the old Seaboard Railway (AmeriGas site), between Forest Dr and Highway 41 N, to the City.

The original proposal was for the City to deed its property to the County, but a shift in priority reduced the action to issuance of an easement only. Council action will be to approve an easement for perpetual use of City lands at the airport for the County to construct a road to connect the Northern terminus of Eva Holden Road to the Southern terminus of Airport Road at the animal shelter location.

The new road will bring superior access to the proposed Inverness Airport Business Park in relation to using Watson Road. Upon receipt of the deeds conveying the Amerigas property, the City will begin the planning and diligence to expand intermodal connectivity of the Withlacoochee State Trail and Whispering Pines Park to residential centers and the City alike.

***Recommended Action –***

It is recommended that Council motion, second, and vote to approve the easement for the County to utilize a portion of the City owned airport property as a roadway, and authorize the Council President to execute the document.

If you wish to discuss this further, please contact me at your convenience.

  
Frank DiGiovanni

This instrument prepared under the direction of  
Denise A. Dymond Lyn, County Attorney  
by and return to: Susan Boelk, Land Section Manager  
Citrus County Engineering Division  
3600 West Sovereign Path, Suite 205  
Lecanto, Florida 34461

Citrus County Project Number: 12-510  
From Parent Tract: Alternate Key Number: 3315598  
Property Appraiser Parcel ID: 28 19S 20E 33000

**PERPETUAL INGRESS, EGRESS, WATER, WASTEWATER, STORMWATER  
AND UTILITIES EASEMENT**

THIS GRANT OF EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF INVERNESS**, a municipal corporation of the State of Florida, whose address is 212 W. Main St., Inverness, FL 34450, hereinafter called the Grantor, and, **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 110 N. Apopka Ave., Inverness, FL, 34450, hereinafter called the Grantee:

WITNESSETH: That the said Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns forever, a perpetual ingress, egress, water, wastewater, stormwater, utility, and drainage easement for the purpose of constructing, inspecting, improving, repairing, operating and maintaining public access, stormwater and utility facilities in, upon, under, over, across and through the following described land in the County of Citrus, State of Florida, pursuant to an Interlocal Agreement dated October 13, 2015 and recorded in Official Record Book 2718 Page 1616, to-wit:

**SEE ATTACHED EXHIBIT "A"**

(attached hereto and made a part hereof by reference)

PERPETUAL EASEMENT/CITY OF INVERNESS TO COUNTY PAGE 1 OF 3

**TO HAVE AND HOLD** the same, together with all the tenements, hereditaments and appurtenances thereto belonging or anywise appertaining, unto the said Grantee, and its successors and assigns forever, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted. The Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this easement.

The Grantor reserves to itself and to its successors and assigns forever, the right to utilize the surface of the property for all uses that do not prevent the Grantee's or the Public's reasonable access to, construction of, and maintenance of the infrastructure installed in the easement by the Grantee provided however, that in the event that said infrastructure installed in the easement by the Grantee is disturbed in any way, shape or form, the causing party shall be responsible for returning said infrastructure to an equal to or better condition.

**WITNESS** the hand and seal of said Grantor the day and year first above written.

ATTEST:

**CITY OF INVERNESS**

\_\_\_\_\_  
DEBORAH DAVIS, CITY CLERK

BY: \_\_\_\_\_  
JACKIE HEPFER, COUNCIL PRESIDENT

APPROVED AS TO FORM FOR THE  
RELIANCE OF CITY ONLY:

\_\_\_\_\_  
LARRY M. HAAG, CITY ATTORNEY

**EXHIBIT "A"**

**DESCRIPTION: PARCEL "A"**

A parcel of land located in the Southwest ¼ of the Southwest ¼ of Section 28, Township 19 South, Range 20 East, Citrus County, Florida, more particularly described as follows:

Commence at the Southwest corner of Section 28, Township 19 South, Range 20 East, Citrus County, Florida; thence S 89°28'06" E along the South boundary of the Southwest ¼ of the Southwest ¼ of said Section 28 a distance of 1331.19 feet to the Southeast corner of the Southwest ¼ of the Southwest ¼ of Section 28, said point also being on the East Right-of-way line of the East Watson Street / South Eva Holden Point Right-of-way Plat as recorded in SRD Plat Book 1, pages 96 and 97, Public Records of Citrus County, FL; thence N 00°14'37" E along the East boundary of the Southwest ¼ of the Southwest ¼ of Section 28 and the East Right-of-way line of said plat, a distance of 678.03 feet to the POINT OF BEGINNING, said point being the Northeast corner of said Platted Right-of-way line; thence leaving the East line of said Platted Right-of-way, continue N0°14'37"E along the East line of said Southwest ¼ of the Southwest ¼, a distance of 684.92 feet to the Northeast corner of the Southwest ¼ of the Southwest ¼ of Section 28; thence N 89°45'10" W along of the North line of the Southwest ¼ of the Southwest ¼ of Section 28 a distance of 80.0 feet; thence S 0°14'37"W, parallel with and 80.00 feet from, when measured at right angles to, the East boundary of the Southwest ¼ of the Southwest ¼ of Section 28, a distance of 684.24 feet to the Northwest corner of said Platted Right-of-way line; thence S 89°15'57" E along the North line of said Platted Right-of-way line, a distance of 80.0 feet to the POINT OF BEGINNING.

Said parcel contains 54765. square feet (1.26 acres), more or less.

# Agenda Memorandum – *City of Inverness*

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**DATE:** December 10, 2015  
**ISSUE:** Resolution: Swim Team Fees  
**FROM:** City Manager  
**CC:** City Clerk, Finance Director, Aquatic Director  
**ATTACHED:** Memo by Betty Pleacher  
Resolution 2015-20

---

The action this evening is to adopt a fee based Resolution to enable the application and collection of certain charges for the City/Hilltopper Swim Team program.

## Background

The City of Inverness/Hilltoppers Swim program is a partnered U.S. Swim Team organization that coaches primarily youth ages of 5 years and up. The program includes an adult section to round out a balanced competitive swim team program.

There are four levels of the Hilltoppers of Inverness instructional program:

1. Lessons: Instruction to swimmers familiar with basic swimming but can advance their skills
2. Developmental: Instruction to swimmers familiar with swim-strokes but desire to develop technique and endurance
3. Competitive Swim: Youth and young adults (junior & high school students) to compete in the state
4. Masters: Adults who self-practice with a coach to assist the swimmer with technique or endurance

The City of Inverness Hilltopper program includes daily swim team practices, masters swim time and lessons. The Hilltoppers represent the City of Inverness at swim meets as the Hilltoppers of Inverness. The partnership is time tested. The program works well and uses the Aquatics Complex at Whispering Pines Park. Each swimmer is responsible for the following fee charges:

- Annual fee to the US Swim Team for each individual membership
- Annual fee to the City of Inverness for all equipment, meet registrations, etc.
- Monthly fee to the City of Inverness for membership at Whispering Pines Park; used to fund the payroll cost of the Head Coach and coaching staff

## Recommended Action –

1. Motion, second and vote to read the Resolution by title
2. Clerk reads title
3. Deliberate the issue
4. To proceed, motion and second to adopt the Resolution by roll-call

  
Frank DiGiovanni

Administrative Offices  
212 West Main Street, Inverness Florida 34450  
[www.Inverness-FL.gov](http://www.Inverness-FL.gov)



# City of Inverness

212 West Main Street  
Inverness, Florida 34450  
[Parks@Inverness-FL.gov](mailto:Parks@Inverness-FL.gov)

(352) 726-1995 (352) 726-3913

November 25, 2015

To: Frank DiGiovanni, City Manager  
City of Inverness

From: Betty J. Pleacher, Aquatic Complex Coordinator

Re: Hilltoppers of Inverness

In 2014, the City Council approved the resolution 2014-06 to amend the fee structure of the Inverness Hilltoppers Swim Team to adjust the annual fees paid by Hilltoppers member to USA Swim to become a registered swimmer under the USA Swim team.

The resolution request being asked for the City Council approval is to adopt a fee cap of suggested fee for the USA Swim Team, Hilltoppers of Inverness as stated below. By giving a limit, we can adjust the fee within the cap fee based on USA Swim new fee structure which could become an annual adjustment. By having a cap, we would not have to repeatedly come before the council to request potential annual fee increases. Once the cap is reached, we would then come to the Council to request another fee cap which should be in several years.

The fees apply to all swimmers: **Competitive Swim** which is senior/junior high school students; the **Developmental swimmers** who are honing their technique and endurance; **Lesson swimmers** who are developing their basic skills to the **Masters** who are adults who want to either training for a swim related activity or just want to keep their skill level.

Annual registration fee for each individual swimmer to be a USA Swim Team Member: \$70.00 cap\*  
(entire fee is paid to USA Swim)

Annual registration fee for individual swimmers in the Master Program (adults only) \$50.00 cap\*  
(entire fee is paid to USA Swim)

\* Fees in 2015 are \$60 and \$41 respectively

This program is very positive for the City of Inverness as we are recognized as USA Swim organization as well as a provider of a swim program for all levels of swimming.

**RESOLUTION NO. 2015 - 20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, AMENDING RESOLUTION 2014-06, AND ESTABLISHING A NEW FEE STRUCTURE FOR CITY OF INVERNESS HILLTOPPERS SWIM TEAM ASSOCIATION WITH THE USA SWIM ORGANIZATION, AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the CITY OF INVERNESS, FLORIDA operates city parks, public pool, and other municipal facilities for the benefit of the public, and

WHEREAS, the CITY OF INVERNESS, FLORIDA establishes fee schedules for the HILLTOPPERS OF INVERNESS SWIM TEAM in accordance with the USA SWIM guidelines for said group, to use the pool facilities at Whispering Pines Park.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the CITY OF INVENRESS, FLORIDA in regular session this \_\_\_\_day of December, 2015, as follows providing for an effective date of January 1, 2016.

**1. ESTABLISHING FEE SCHEDULE FOR THE HILLTOPPERS OF INVERNESS, FLORIDA, A USA SWIM TEAM MEMBER**

	Previous	Current
Annual USA Swim Team Youth Member registration fee: <i>(entire registration fee is paid to USA Swim)</i>	\$60	Not to exceed \$70
Annual USA Swim Team Adult Master Program registration fee: <i>(entire fee is paid to USA Swim)</i>	\$40	Not to exceed \$50
Annual Hilltoppers Team Fee	\$50	\$50
Monthly Hilltoppers Membership Fee	\$38	\$38

**CITY OF INVERNESS, FLORIDA**

By: \_\_\_\_\_  
Jacquie Hepfer

Attest:

\_\_\_\_\_  
Deborah Davis, City Clerk

## Agenda Memorandum – *City of Inverness*

December 10, 2015

**TO:** Elected Officials  
**FROM:** City Manager (Prepared by Eric Williams)  
**SUBJECT:** Bid Award – Zephyr Street Improvement Project  
**CC:** City Clerk, CIP Manager, & Finance Director  
**Enclosure:** Bid Advertisement and Bid Submittal

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The Zephyr Street Improvement Project has been in the planning and development stage for years. At the last Council meeting discussion centered on the resolution of encroachments on Line Avenue and Zephyr as they relate to project construction. Those items, a right of way utilization agreement for Cherry Avenue and Easement Agreement for Line Avenue with Lessons Mobile Home Park will be resolved at the first meeting of the New Year.

The project was let for competitive bid on July 31, 2015, but has not been awarded due to extenuating circumstances. The competitive bid was advertised with a fair amount of inquiries regarding the project from contractors. However, only one firm, Pave Rite, Inc., responded with a formal bid submittal by Pave Rite Construction, Incorporated, in the amount of \$446,867.26. The project is included in the 2015/16 CIP budget being mostly funded by FDOT through a County Incentive Grant Program and city transportation impact fees. FDOT was contacted and supports proceeding with only one response.

Following Council action we will meet with the contractor to discuss the project and plan to issue a notice to proceed late January.

***Recommended Action –***

It is recommended that Council motion, second, and vote to award the contract for the Zephyr Street Improvement Project to Pave Rite, Inc., as lowest and best in the amount of \$446,867.26, and authorize the Council President execute the contract, and authorize the City Manager to administer change orders to finalize the project in the best interests of the community.

If you wish to discuss this further, please contact me at your convenience.

  
Frank DiGiovanni



3411 W. Cigger Court • P.O. Box 670  
 Lecanto, Florida 34460  
 Telephone 352-621-1600 • Fax 352-621-1645

Inquiry No. 2015-30-001

**PROPOSAL FORM FOR PROJECT COMPLETION**

TO BE SUBMITTED IN SIX (6) SETS TO:

City of Inverness  
 Office of the City Clerk  
 212 West Main Street  
 Inverness, FL 34450

**COPY**

**1 CONTRACT PRICE**

1.1 Total compensation to Contractor for full and complete performance by Contractor of all the Work, including the furnishing of all labor, materials, equipment, supervision, insurance, bonds, tools, taxes, overhead, profit, and each and every item of expense necessary to complete the Work, in full compliance with all terms and conditions of the Contract shall be as provided in the bid package. Bidders are to include the cost of all required contract documents such as Drawings, Project Manuals, etc.

Lump Sum ( \$446,867.26 )

1.2 The bid is valid for a period of 90 days after the Bid Due Date.

1.3 The Bid set forth herein is firm for the duration of the Work.

1.4 The Contractor shall commence work within seven (7) working days after the date of the written Notice to Proceed from the Owner/Obligee, and shall complete the work within one hundred and eighty (180) consecutive calendar days, including Sundays and holidays. Liquidated or Actual damages shall be in full force and effect for time overruns beyond the completion time specified herein.

**PRICING FOR ANY APPROVED CHANGES TO THE SCOPE OF WORK**

Contractor shall be reimbursed for changes in the Work which have been authorized and approved in accordance with the terms of the Contract, on a fixed price or cost reimbursable basis as determined by the Owner/Obligee, and pursuant to the terms of contract entered into between Contractor and Owner/Obligee. Cost reimbursable prices shall be as set forth herein.

CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00300 - BID FORM

**NOTE TO BIDDER:** Use **BLACK** ink for completing this Proposal form.

BID NO.: 2015-30-001

The undersigned bidder hereby makes official submittal for this project:

in compliance with all specifications.

in compliance with all specifications with the exception of:

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Bidder's person to contact for additional information on this Proposal:

Name: L. Michael Delgado

Telephone: 352-621-1600

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection of collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

**CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Proposal is accepted, he will, within 5 calendar days prior to notice of award, deliver to the Owner the Performance Bond and Payment Bond. Within 15 calendar days after notice of award, the Bidder agrees to sign the Contract in the form annexed hereto, and will, to the extent of his Proposal, furnish machinery, tools, apparatus, and other means of construction and do the work and furnish all materials necessary to complete all work as specified or indicated in the Contract Documents.

**START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder further agrees to begin work within **30 calendar days** after the date of the Notice to Proceed and to complete the construction, in all respects, within the number of calendar days, after the date of the Notice to Proceed, indicated herein:

**# of Days for Substantial Completion:** 180 calendar days

**# of Days to Final Completion:** 210 calendar days

**CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00300 - BID FORM**

**LIQUIDATED DAMAGES**

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit, extended time limit or completion dates agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$1,000** per day for all work awarded under one contract until the work shall have been satisfactorily completed as provided by the Contract Documents.

**ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No.'s   1  ,   2  ,   3  , \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

**SALES AND USE TAXES**

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

**NAMED MATERIALS AND MANUFACTURERS**

The Contractor shall be responsible for providing all materials for the project. The City does not have materials available to use for this project.

**DRUG-FREE WORKPLACE CERTIFICATION**

In the case of tie bids, preference must be given to Bidders submitting a certification with their bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The attached certification is provided for this purpose. The Bidder hereby agrees to perform all work described in the CONTRACT DOCUMENTS for the following lump sum, which shall include all materials (with the exception of those previously listed), labor, equipment, transportation, overhead, all applicable taxes and costs of all kinds necessary to complete these work items in accordance with the Contract Documents.

**LIST OF SUBCONTRACTORS**

The Following are Subcontractors to be employed by the Contractor and the approximate percentage of the total work to be performed by each.

Name and Address	Description of Work	Estimated % of Total Contract
Central Testing <u>5400 S Florida Ave. Inverness, FL 34450</u>	<u>Testing</u>	<u>&lt;1%</u>
Paveway Systems <u>114 Indian Lakes Ln. Florahome, FL 32140</u>	<u>Stamped Asphalt</u>	<u>12%</u>
TCP <u>5514 Carmack Rd Tampa, FL 33610</u>	<u>Striping</u>	<u>3%</u>
Innovative Curb LLC <u>7435 SW 32nd St, Ocala, FL 34474</u>	<u>Concrete Work</u>	<u>8%</u>
Pigeon-Roberts <u>925 SE 17th St, Ocala, FL 34471</u>	<u>Layout</u>	<u>2%</u>
<u>Florida Coast Landscaping</u> <u>377 Commercial Way Spring Hill, FL 34606</u>	<u>Landscaping</u>	<u>7%</u>

CITY OF INVERNESS  
 ZEPHYR STREET IMPROVEMENTS PROJECT  
 SECTION 00300 - BID FORM

**LUMP SUM BID**

ITEM	UNIT	QUANTITY	TOTAL PRICE
1.a Talmage & Pine Intersections (Stamped Asphalt)	EA	2	\$91,463.44
1.b Seminole Intersection Roundabout	EA	1	\$115,734.83
1.c Entrance Monuments (Design/Build)	EA	2	\$30,000.00
1.d Landscaping	LS	1	\$34,987.35
1.e Drainage Improvements along Line Ave	LS	1	\$14,223.97
1.f Road re-alignment at Cherry Street	LS	1	\$72,396.18
1.g Drainage Improvements at Cherry Street	LS	1	\$55,086.80
1.h Maintenance of Traffic	LS	1	\$10,023.63
1.h Mobilization	LS	1	\$15,582.13
1.i Testing Services	LS	1	\$4,459.98
1.j As-built Survey	LS	1	\$2,908.95
<b>Total Lump Sum Price (Base Bid)</b>	LS	1	<b>\$446,867.26</b>

CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00300 - BID FORM

**BIDDER**

The name of the Bidder submitting this Proposal  
is Pave-Rite, Inc.

3411 W Crigger Ct

doing business at

Lecanto FL 34461

Street, City, State, Zip

which is the address to which all communications concerned with the Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

L Michael Delgado  
Jeffrey J. Korstick  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

President  
Vice President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If Sole Proprietor or Partnership**

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I hereby agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder.

IN WITNESS hereto the undersigned has set his (her) hand this 31st day of  
August, 2015.

  
Signature of Bidder

L Michael Delgado  
Typed/Printed Name of Bidder

President  
Title

CUC1223835  
License Number

16110009102  
Citrus County Occupational License Number

CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00300 - BID FORM

If Corporation

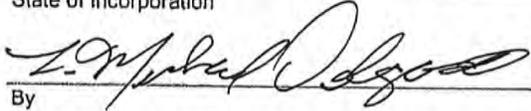
I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I hereby agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder.

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 31st day of August, 2015

(SEAL)

Pave-Rite, Inc.  
Name of Corporation

Florida  
State of Incorporation

  
By

L Michael Delgado  
Typed/Printed Name

President  
Title

  
Attest - Secretary

CUC1223835  
License Number

16110009102  
Citrus County Occupational License Number

\*\*\*\*\*

CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
**SECTION 330 - DRUG-FREE WORKPLACE**

**Florida Statutes on Drug-Free Workplace Programs:**

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your bid.

**DRUG-FREE WORKPLACE CERTIFICATION**

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

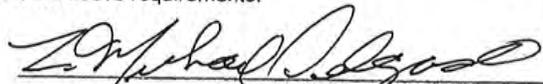
Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 330 - DRUG-FREE WORKPLACE

DRUG-FREE WORKPLACE CERTIFICATION

BIDDER NAME: Pave-Rite, Inc. PROJECT NO: 2015-30-001

As the person authorized to sign the statement, I certify that  
this firm complies fully with the above requirements.

  
Bidder's Signature

STATE OF: Florida

COUNTY OF: Citrus

PERSONALLY APPEARED BEFORE ME, the undersigned authority, L. Michael Delgado  
who, after first being sworn by me, affixed his/her signature in the space provided above on this 31st day  
of August, 2015

  
Notary Public

02/08/19  
My commission expires

(Affix Seal)



END OF SECTION

**ADDENDUM #1**

**ZEPHYR STREET IMPROVEMENTS PROJECT  
INQUIRY NO.: 2015-30-001**

**Issued: August 18, 2015**

**NOTICE TO BIDDERS**

**General Note:**

The following addendum to the Request for Proposal shall be considered a part of the document as if originally written and included in same. Where changes are made, changes shall take precedence over originally written.

Below are Responses to questions posed from potential bidders:

- 1) With the respective changes to FS Section 119.0701 the language attached is to be included in all contracts.

FS Section 119.0701 has been added to the bid package. Please find the Statute language enclosed.

- 2) Can we detour traffic during the project?

The current construction plans provide a recommended MOT plan, however, the city is willing to work with the selected contractor on revisions to the MOT plan that should assist with detouring traffic during the project.

**PLEASE NOTE RECEIPT OF ADDENDUM # 1 BY SIGNING BELOW AND INCLUDING WITH YOUR FIRM'S SUBMISSION.**

**I ACKNOWLEDGE RECEIPT OF ADDENDUM #1:**

Company	Pave-Rite, Inc.
Name	L Michael Delgado
Title	President
Signature	
Date	08/31/15

**END OF ADDENDUM #1**

**ADDENDUM #2**

**ZEPHYR STREET IMPROVEMENTS PROJECT  
INQUIRY NO.: 2015-30-001**

**Issued: August 21, 2015**

**NOTICE TO BIDDERS**

**General Note:**

The following addendum to the Request for Proposal shall be considered a part of the document as if originally written and included in same. Where changes are made, changes shall take precedence over originally written.

Below are Responses to questions posed from potential bidders:

- 1) There are 2 intersections that will be done in new stamped asphalt. The demolition page shows to remove the existing asphalt. I do not see a pavement detail for the stamped asphalt. Are we to follow the pavement section that shows new sub-base, base, and asphalt for these intersections prior to the stamped asphalt?

The sub-base and base for the stamped asphalt installations should not be removed. The same sub-base and base material is expected to be used for the intersections. The removal of asphalt is anticipated to be accomplished through milling. A new layer of asphalt layer should match the existing thickness of the road.

- 2) Are there any basic design specs for the design/build entrance monuments? Size, finish, etc.?

A final design for entrance monuments has not been completed. The city will work with the selected contractor to identify a design and final budget. The entrance monuments are intended to serve as markers for the surrounding neighborhood. For purposes of bidding, please use \$30,000 as a placeholder.

**PLEASE NOTE RECEIPT OF ADDENDUM # 2 BY SIGNING BELOW AND INCLUDING WITH YOUR FIRM'S SUBMISSION.**

**I ACKNOWLEDGE RECEIPT OF ADDENDUM #2:**

Company	Pave-Rite, Inc.
Name	L Michael Delgado
Title	President
Signature	
Date	08/31/15

**END OF ADDENDUM #2**

**ADDENDUM #3**

**ZEPHYR STREET IMPROVEMENTS PROJECT  
INQUIRY NO.: 2015-30-001**

**Issued: August 27, 2015**

**NOTICE TO BIDDERS**

**General Note:**

The following addendum to the Request for Proposal shall be considered a part of the document as if originally written and included in same. Where changes are made, changes shall take precedence over originally written.

Below are Responses to questions posed from potential bidders:

- 1) Intersection of Zephyr and Talmage: Demo Sheet shows curb removal on one radius. Do all three side of curb get removed? Site layout sheet C4.0 shows silt fence and stamped asphalt. Is new concrete curb being put back at that intersection?

Ideally, the existing concrete curb on the three sides of the intersection should stay in place. If a section of concrete curb needs to be removed for the new pavement activity, the contractor shall be responsible to replace the concrete curb.

- 2) Intersection of Zephyr and Cherry:
  - a. What is required for the new compacted roadway? Limerock base? Stabilized material?

The intersection of Zephyr and Cherry should have a 6-inch limerock base compacted to 98% Modified Proctor max. Dry Density.

- b. On Sheet C4.0, there is an 8" DIP sanitary sewer line and two manholes. Is this existing, and only for information, or is this new, to be installed?

The label callout for 8" DIP and manhole S-14A are proposed improvements. The design intent is to replace and relocate the existing 8-inch clay pipe that runs north from S-14. The new pipe run avoids the bottom elevation of the proposed water quality area.

- c. This page also shows a new Type D inlet in the water quality treatment area. Can you provide a detail and if the manhole is to be dog-housed over the existing pipe?

A new drainage structure detail for C.S. D2 has been added to Sheet 7.0 of the construction plan set. The proposed structure is a dog-housed structure over the existing pipe.

- 3) For the water quality treatment swale along N. Line Ave:
  - a. In order to create the swale, we will need to remove all improvements in that area. (driveways, dumpster pad, etc.) Do any of the driveways and such get put back to match the swale construction, or are all eliminated and the area sodded?

The City is working with the Mobile Home Park to coordinate the proposed swale improvements along Line Avenue. At this time, the driveways should be eliminated along with the dumpster pad. The water meter will need to be relocated outside of the swale area. Sheet C4.0 and C5.1 have been revised to reflect the proposed condition.

- b. Can the large stump next to the tree that gets removed be ground down below grade, or does it need to be completely excavated?

The large stump from the Palm Tree can be cut down below grade.

- c. Are there any portions of any of the buildings or trailers being removed as part of the swale construction?

The Mobile Home Park will be responsible for relocating homes and the dumpster outside of the existing right-of-way line.

- d. The swale depth is 1 foot. The pipe at the driveway is shown to be 18-inch diameter. Do we build up the entire driveway into a large hump in order to have enough cover over the pipe?

Sheet C4.0 has been revised to show the proposed pipe reduced from an 18-inch diameter to a 15-inch diameter culvert underneath the access point to the mobile home park. A sump condition has been created on the upstream side to allow for more cover over the pipe.

PLEASE NOTE RECEIPT OF ADDENDUM #3 BY SIGNING BELOW AND INCLUDING WITH YOUR FIRM'S SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM #3:

Company	Pave-Rite, Inc.
Name	L Michael Delgado
Title	President
Signature	
Date	08/31/15

END OF ADDENDUM #3

**2015/2016  
CITRUS COUNTY BUSINESS TAX RECEIPT**

State of Florida  
210 N Apopka Ave, Suite 100, Inverness, Florida 34450-4298  
352-341-6500

**EXPIRES SEPTEMBER 30, 2016**

ACCOUNT # 1018

RECEIPT # 16110009102

Business Name: PAVE-RITE INC  
Owner Name: MICHAEL L DELGADO - PRES  
Mailing Address: P O BOX 670  
LECANTO, FL 34460-0670

Location: 3411 W CRIGGER CT  
LECANTO, FL 34460

Business Phone: 352-621-1600  
Business Type: N100 CST-ASPHALT CONTRACTOR  
N100 CST-HEAVY CONSTRUCTION NEC

Exemption:

For Vending Machine Business Only	
Number of Vending Machines:	Vending Machine Type:

Tax Amount	Transfer Fee	HazMat	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	20.00	70.00	0.00	0.00	0.00	70.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

THIS BUSINESS TAX RECEIPT DOES NOT CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET.  
IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

PLEASE CONTACT OUR OFFICE IF THE OWNERSHIP OR LOCATION CHANGES OR IF YOUR BUSINESS IS CLOSED.  
This section to be completed by the owner of the above named business.

Business has been sold to: \_\_\_\_\_

X \_\_\_\_\_  
Signature of current receipt holder upon transfer or ownership change Date

Date Business Closed: \_\_\_\_\_ Signature: \_\_\_\_\_

Paid 066-16-21528041 08/03/2015 70.00

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CUC1223835

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

WINDSOR, BRADY KENNETH  
PAVE-RITE, INC.  
7183 E HIGHWAY 326  
SILVER SPRINGS FL 34488



ISSUED: 07/02/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407020001368



**INQUIRY NO.: 2015-30-001**

**PROJECT:**

**Zephyr Street Improvements Project**

**OWNER/OBLIGEE:**

**City of Inverness  
Florida**

**SURETY:**

**None**

**MANDATORY PRE-BID DATE: 08/12/2015 - 3:00 P.M.**

**BID DUE DATE: 08/31/2015 - 1:00 P.M.**

**INDEX**

**REQUEST FOR PROPOSAL**

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**INVITATION FOR BIDS**

Re: Project - City of Inverness  
 Zephyr Street Improvements Project

Owner/Oblige - City of Inverness, Florida

Surety - None

Bid Due Date - 08/31/2015

Mandatory Pre-Bid Date - 08/12/2015

The Owner is obtaining proposals for completion of the work in accordance with the Instructions to Bidders, General Conditions, Supplementary Conditions, Addenda, Attachments to Addenda, Plans and Specifications, Alternates, existing approved modifications, approved change orders and Inquiry No. 2015-30-001 (the "Contract Documents") as well as the correction of any patent (not latent) defects in the work (the "Work"). A site visit and job walk will be necessary for you to determine the scope of work necessary to complete the Work in accordance with the Contract Documents.

You are invited to submit a proposal for the performance of the Work. A Mandatory Pre-Bid Meeting will be held beginning at the City of Inverness Council Chambers and continuing at the job site on **August 12, 2015 beginning at 3:00 P.M.**

**Sealed bids will be received by City Clerk, Debbie Davis, until 1:00pm on August 31<sup>st</sup>, 2015.**

All correspondence and any questions or information regarding this request for proposal should be directed to Dale Malm, City of Inverness, email [dMalm@inverness-fl.gov](mailto:dMalm@inverness-fl.gov), telephone (352) 726-3401.

The City of Inverness reserves the right to waive formalities, waive any technical defects, reject any and all bids, and accept any bid which represents the lowest and best offer to the City.

\_\_\_\_\_  
 Publish in the Citrus County Chronicle on:

Frank DiGiovanni, City Manager  
 City of Inverness

July 31<sup>st</sup>, 2015 and August 7<sup>th</sup>, 2015

#### RIGHTS IN DOCUMENTS AND WORK.

Any and all reports, photographs, surveys and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, the copyrighted items(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photograph, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

#### AUDIT RIGHT AND RETENTION OF RECORDS.

CITY shall have the right to audit the books, records and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractor's records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, record and accounts shall be basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, CONTRACTOR agrees to:

- Keep and maintain all records that ordinarily and necessarily would be required by CITY to perform the service.
- Provide the public with access to public records on the same terms and conditions that CITY would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to CITY all records in possession of the CONTRACTOR at the termination of the Contract that are non-exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems to CITY. All records shall be transferred to CITY prior to final payment being made to CONTRACTOR.
- If CONTRACTOR does not comply with this section, CITY shall enforce the Contract in accordance with the Contract and may unilaterally cancel this Contract in accordance with state law.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

**INSTRUCTIONS TO BIDDERS**

Re: Project - City of Inverness  
Zephyr Street Improvements Project

Owner/Obligee - City of Inverness, Florida

Surety - None

Bid Due Date - 08/31/2015

Pre-Bid Meeting Date - 08/12/2015

**Background**

The Owner is obtaining quotations to perform the Work in accordance with the Contract Documents.

It is the intent of the Owner that the successful bidder will enter into a direct contract with the Owner/Obligee as Contractor. The Owner/Obligee, at its/their sole option will select the Contractor.

Award of the contract will be to the bidder who, in the opinion of the Owner/Obligee submits the lowest and best bid. Owner/Obligee reserves the right to reject any or all bids for any reason. Bidders should not rely upon any verbal representations that they have been awarded the contract. The award of the contract will only be done in writing by an authorized office of the Owner/Obligee.

**Bonds**

This section provides an overview of the bonds that you will be required to furnish. More specific requirements for the bonds are found elsewhere in this RFP.

- (1) A five percent (5%) bid bond is required naming Owner as Obligee. If the Completion Contractor fails to execute and deliver the Completion Contract and furnish the required contract bonds within seven (7) days of the notice of award, Surety shall have the option to annul the notice of award, and the bid bond of the Completion Contractor shall be forfeited.
- (2) The Contractor will be required at the time of execution of the contract to furnish, at his own expense, the required performance and labor and material payment bond in the form

**Inquiry No. 2015-30-001**

that the Contract Documents require, and each in a penal sum equal to the amount of the bid. Such bonds shall be executed in favor of Owner/Obligee by a corporate surety authorized to do business in the State of Florida and acceptable to the Owner/Obligee.

**Insurance**

The Contractor will be required to furnish at its own expense the necessary workers' compensations, public liability, and other insurance required in the Contract between the Owner/Obligee and the Contractor.

Each bidder shall submit an executed Certificate of Insurance evidencing such insurance and providing that such insurance may not be canceled without the insurer giving 30 days notice in writing to the Owner/Obligee.

Insurance Certificates to include Additional Named Insureds as follows:

1. City of Inverness
2. Others as required by bid documents.

**Proposal for Completion of Project**

The proposal provided by every bidder shall include the cost of furnishing all equipment, tools, supervision, labor, materials, taxes, insurance, bonds, overhead, profit and each and every item of expense as may be necessary and required to complete the Work in accordance with the Contract Documents.

**Progress Schedule**

Each bidder shall quote a proposed contract completion time duration (in calendar days) required to complete the Work, not to exceed one hundred and eighty (180) days.

The Contractor shall furnish the Owner/Obligee with an acceptable CPM or bar chart progress schedule within 7 days after the signing of contract.

The schedule shall show planned and actual progress on each activity, with percentage completion, and shall be updated and submitted on a weekly basis.

**Damages**

Liquidated or Actual damages may be assessed by Owner/Obligee against the Contractor if the completion contract is not completed within the required time as extended.

**Warranties**

The Contractor shall be responsible for any warranties contained in the Contract Documents for its own work and the work done by subcontractors working under it.

**Bidding Conditions**

All costs and expenses attendant to estimating, preparing and submitting the bids are to be borne in their entirety by the bidder whether or not such bid is accepted.

**THE SUBMISSION OF A BID IS AN ACKNOWLEDGMENT THAT (A) THE BIDDER HAS EXAMINED THE LOCATION, THE CONTRACT DOCUMENTS AND ALL OTHER INFORMATION THE BIDDER DEEMS NECESSARY TO MAKE ITS OWN INDEPENDENT APPRAISAL OF THE WORK TO BE COMPLETED AND THE COST OF PERFORMING THE WORK, (B) HAS INVENTORIED MATERIALS BOTH AS TO QUANTITY AND THE CONDITION OF SAID INVENTORY TO MEET CONTRACT REQUIREMENTS, AND (C) HAS NOT RELIED IN ANY WAY ON ANY COMMUNICATIONS FROM OWNER OR ITS AGENTS, ATTORNEYS, OR CONSULTANTS IN PREPARING ITS BID EXCEPT AS SPECIFICALLY PROVIDED IN THIS REQUEST FOR QUOTATION.**

**THE BIDDER'S QUOTATION IS TO BE BASED UPON HIS OWN INVESTIGATION WITH AN ALLOWANCE FOR SUFFICIENT FUNDS IN HIS BID TO PROVIDE FOR OR AGAINST ANY AND ALL CONTINGENCIES. NO EXTRA COMPENSATION OR ALLOWANCE SHALL BE MADE SUBSEQUENTLY TO THE COMPLETION CONTRACTOR FOR OMISSIONS, ERRORS, MISUNDERSTANDINGS, MISINTERPRETATION OR IGNORANCE ON ITS PART OF ANY REQUIREMENTS OF THE CONTRACT DOCUMENTS.**

**Bidding Instructions**

The project shall be bid as a fixed lump sum price. All entries on the enclosed Proposal Form shall be made clearly in ink. Prices bid must be written in letters and numerals. In case of error, prices written in letters will govern.

A bid may not be modified, withdrawn or canceled by the bidder for 90 days following the time and date designated for receipt of bids, and each bidder so agrees in submitting a bid.

Sealed bids addressed to City of Inverness must be received at City of Inverness, Office of the City Clerk, 212 W. Main Street, Inverness, FL 34450, on or before 1:00 P.M., August 31, 2015.

Any questions regarding this bid should be directed to the attention of Dale Malm, City of Inverness, email [dMalm@inverness-fl.gov](mailto:dMalm@inverness-fl.gov), telephone (352) 726-3401.

**PROPOSAL FORM FOR PROJECT COMPLETION**

TO BE SUBMITTED IN SIX (6) SETS TO:

City of Inverness  
Office of the City Clerk  
212 West Main Street  
Inverness, FL 34450

**1 CONTRACT PRICE**

1.1 Total compensation to Contractor for full and complete performance by Contractor of all the Work, including the furnishing of all labor, materials, equipment, supervision, insurance, bonds, tools, taxes, overhead, profit, and each and every item of expense necessary to complete the Work, in full compliance with all terms and conditions of the Contract shall be as provided in the bid package. Bidders are to include the cost of all required contract documents such as Drawings, Project Manuals, etc.

Lump Sum (\$ )

1.2 The bid is valid for a period of 90 days after the Bid Due Date.

1.3 The Bid set forth herein is firm for the duration of the Work.

1.4 The Contractor shall commence work within seven (7) working days after the date of the written Notice to Proceed from the Owner/Obligee, and shall complete the work within one hundred and eighty (180) consecutive calendar days, including Sundays and holidays. Liquidated or Actual damages shall be in full force and effect for time overruns beyond the completion time specified herein.

**PRICING FOR ANY APPROVED CHANGES TO THE SCOPE OF WORK**

Contractor shall be reimbursed for changes in the Work which have been authorized and approved in accordance with the terms of the Contract, on a fixed price or cost reimbursable basis as determined by the Owner/Obligee, and pursuant to the terms of contract entered into between Contractor and Owner/Obligee. Cost reimbursable prices shall be as set forth herein.

1.5 **Cost Reimbursable Prices**

Contractor shall be reimbursed for changes in the Work which have been authorized and approved in accordance with the terms of the contract, on a fixed price or cost reimbursable basis. The subsections that follow apply to changes in the work only. Reimbursement for changes in the work shall be priced as follows:

1.5.1 **Labor, Related Costs and Profit**

1.5.1.1 **All-In Rate**

Compensation to Contractor for labor, related costs and profit shall be in accordance with the rates set forth in the "Labor Rate Schedule" included as Exhibit (L) herein.

1.5.1.2

The all - in rates shall include all direct wage rates, insurance, payroll taxes, small tools which cost Contractor less than \$500.00 per tool, temporary construction facilities, consumables, expendables, overhead, profit and all other costs and expenses incurred by Contractor in performing the Work.

1.5.2 **Material Costs and Markups**

All actual costs of Contractor supplied materials for incorporation into the permanent facility (excluding consumables, expendable, and small tools which cost Contractor less than \$500 per tool) shall be at actual invoiced cost paid by Contractor (including taxes) delivered to jobsite, plus a markup, for all profit and overhead expenses of Contractor thereon, of 20%. (Taxes shall be at actual cost to Contractor without markup per paragraph 2.1.6 below).

1.5.3 **Equipment Costs**

All costs of Contractor for contractor-owned equipment, including maintenance, repairs, fuel, profit, and overhead, shall be at the rates set forth in Exhibit (M) entitled "Equipment Rate Schedule", attached and incorporated herein.

1.5.4 **Subcontracts**

All subcontracts for performance of extra work shall be at actual cost to Contractor of such subcontracts (not to exceed such subcontract price) plus a markup for all profit and overhead expense of Contractor thereon, of 20%.

1.5.5 **Third-Party Equipment**

For third party rental equipment used, Contractor shall be reimbursed for actual net rental price, transportation, and taxes plus 15% of rental price for overhead and profit. Transportation, state and local taxes shall be at actual cost to Contractor without markup.

1.5.6 **Taxes**

All duties, sales and use taxes, excise taxes, and similar taxes applicable to and arising directly out of performance of the Work, which are imposed by any governmental authority, excluding personal property taxes on construction equipment and other property owned by Contractor and taxes on net income of Contractor, shall be at Contractor's actual cost without markup.

1.6 **Other Costs and Expenses**

All other costs and expenses of all items are to be at the cost or expense of or for the account of Contractor, or are to be performed by Contractor at no additional cost to Owner/Obligee. All costs and expenses of Contractor to perform the Work not expressly stated in this Section 2. Reimbursable to Contractor, shall not be reimbursable costs under the provisions of this Section 2. And shall be deemed within the markups for overhead or profit set forth in this Section 2.. 3

**CONDITIONS**

2.1 The undersigned Bidder has examined and read the Contract Documents, has performed a job site inspection, is acquainted with and fully understands the extent and character of the Work to be performed, the condition of the jobsite, and all requirements to complete the Project.

2.2 The Bidder agrees that if awarded a contract the major suppliers and subcontractors used in the prosecution of the work shall be those listed below. The following list includes all

suppliers and subcontractors who will perform work representing approximately a value of five percent (5%) or more of this contract. The Bidder represents that the suppliers and/or subcontractors listed below are financially responsible and are qualified to do the work required.

<u>Name of Supplier/Subcontractor</u>	<u>Type Work to be performed</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2.3 A Bid Bond for completion of the project properly executed by the undersigned and by a qualified surety in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) representing not less than five percent (5%) of the total amount of the Bid made payable to Surety, which we agree to forfeit to Surety not as a penalty, but as reasonable, fixed and liquidated damages in the event we fail to enter into a contract and furnish the required performance and payment bonds in the amount of one hundred percent (100%) of the Bid within seven (7) working days after receipt of notification that the undersigned was deemed the lowest and best bidder, is enclosed herewith.

2.4 The undersigned certifies that it is the only person, interested in this proposal as principals, and that the proposal is made without collusion with any other person, firm or corporation.

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERERS.**

3.1 The bidder shall complete and submit with his bid all applicable sections of, Representations, Certifications and other Statements of Offerers if required by bid documents.

**EXECUTION OF CONTRACT**

The undersigned agrees that if its Bid is accepted, it will (a) execute and return to the Owner/Obligee the acceptance copy of the Completion Contract within seven (7) working days, (b) furnish the properly executed bonds as required by the terms of the Completion

**Inquiry No. 2015-30-001**

Contract to the Owner/Obligee within seven (7) working days, (c) will perform the Work in accordance with the requirements of the Contract Documents, (d) will commence the Work within seven (7) working days after the Owner/Obligee (or Surety) issues a Notice to Proceed, (e) will complete the same within the time specified herein, and (f) will accept as full payment therefor the amount(s) specified in this Proposal Form.

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

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

If corporation, Affix Corporate Seal

**EXHIBIT A**

**GENERAL SCOPE OF WORK**

Performance of the uncompleted work described on and in the Contract Documents (the "Work"). The follow list is for informational purposes only, and may not quantify all of the Work remaining. Contractor is responsible for completing all of the Work required by the Contract Documents. The Work is generally comprised of, but not limited to, the following, per the drawings and specifications:

Construction of a new roundabout at the Intersection of Zephyr and Seminole.

Installation of Stamped Asphalt at the intersections of Zephyr & Pine and Zephyr & Talmage.

Construction of a new intersection, drainage facilities, and driveways at Zephyr & Cherry.

Construction of a new drainage system along the west side of Line Ave north of Zephyr.

Design/Build of new Entrance Monuments for neighborhood at Roundabout.

**EXHIBIT B**

**LIST OF CONTRACT DOCUMENTS**

Section	Description
00020	Invitation to Bid
00100	Instructions to Bidders
00300	Bid Form
00330	Drug-Free Workplace Certification
00410	Florida Bid Bond
00610	Florida Performance Bond
00620	Florida Payment Bond
00700	General Conditions
00841	Notice of Intent to Award
00842	Notice to Proceed
00850	Contract Change Order
00860	Field Order
01015	Control of Work

Furthermore, the following items are including in the Contract Documents:

<u>Specification No(s).</u>	<u>Title</u>
Section 02 41 16	Demolition
Section 31 11 00	Clearing and Grubbing
Section 31 22 13	Site Excavation
Section 31 23 35	Excavating and Backfilling for Service Utilities
Section 31 23 40	Backfilling and Finish Grading
Section 31 71 15	Proof Rolling
Section 32 05 23	Site Concrete Work
Section 32 11 00	Base Course for Pavement
Section 32 12 16	Asphaltic Concrete Paving
Section 32 17 23	Pavement Marking
Section 33 11 20	OMITTED
Section 33 13 00	OMITTED
Section 33 30 00	Sanitary Sewage Systems
Section 33 40 00	Storm Drainage Systems
Section 33 50 00	Patterned Pavement

<u>Sheet No(s).</u>	<u>Title</u>
C0.0	COVER
C1.1 - C1.6	EXISTING CONDITIONS
C2.0	NOTES
C3.0 - C3.1	DEMOLITION PLAN
C4.0 - C4.1	PLAN & PROFILE ZEPHYR STREET
C4.2	ROUNDBOUT DETAIL
C5.0 - C5.3	GRADING & DRAINAGE PLAN
C6.0 - C6.3	MOT PLAN
C7.0	DETAILS
L1.0 - L1.1	LANDSCAPE PLAN

**EXHIBIT C**  
**SPECIFICATIONS**

The specifications described by this index have been furnished to the bidder with this RFP.

Bidders are to include the cost of all required drawings, project manuals, etc

A CD with the documents is included with this RFP.

**EXHIBIT D**

**INDEX OF DRAWINGS**

The following drawings have been furnished to the bidder with this RFP:

Drawing C0.0 through C7.0 and L1.0 through L1.1 dated July 29, 2015 by Littlejohn Engineering

Bidders are to include the cost of all required drawings, project manuals, etc.

A CD with the documents is included with this RFP

Exhibit E

LIST OF ADDENDUMS

No Addendums currently Issued.

EXHIBIT F

LIST OF CHANGE ORDERS

None

**EXHIBIT G**

**INVENTORY OF FIELD MATERIAL**

The following list of material available for use in this project is for information only. The bidder shall make his own inventory and shall not rely on this exhibit. The bidder is also responsible to independently determine whether this or any other material is acceptable undamaged and suitable for use in this project. Neither the Surety nor the Obligee shall be responsible for any errors or omissions on this list or for the non-suitability or unacceptability of any material.

**EXHIBIT H**

**PERFORMANCE AND PAYMENT BOND FORMS**

The Contractor shall procure the payment and performance bonds required by the Contract Documents, and in the form required by the Contract Documents.

**EXHIBIT I**

**ALL- IN LABOR RATE SCHEDULE**

(TO BE COMPLETED BY BIDDER)

Laborer

Operator

Paver

Other

**EXHIBIT J**

**ALL-IN EQUIPMENT RATE SCHEDULE**

(TO BE COMPLETED BY BIDDER)

Type of Equipment	Hourly Rate	Daily Rate	Weekly Rate
-------------------	----------------	---------------	----------------

Above rates are for fully maintained equipment including fuel, oil and gas and are firm for the duration of the Contract.

Bidder's standard rate schedule may be substituted in lieu of completing Exhibit K, provided it is comprehensive and satisfies the Scope of Work.

**EXHIBIT K**

**RFI's**

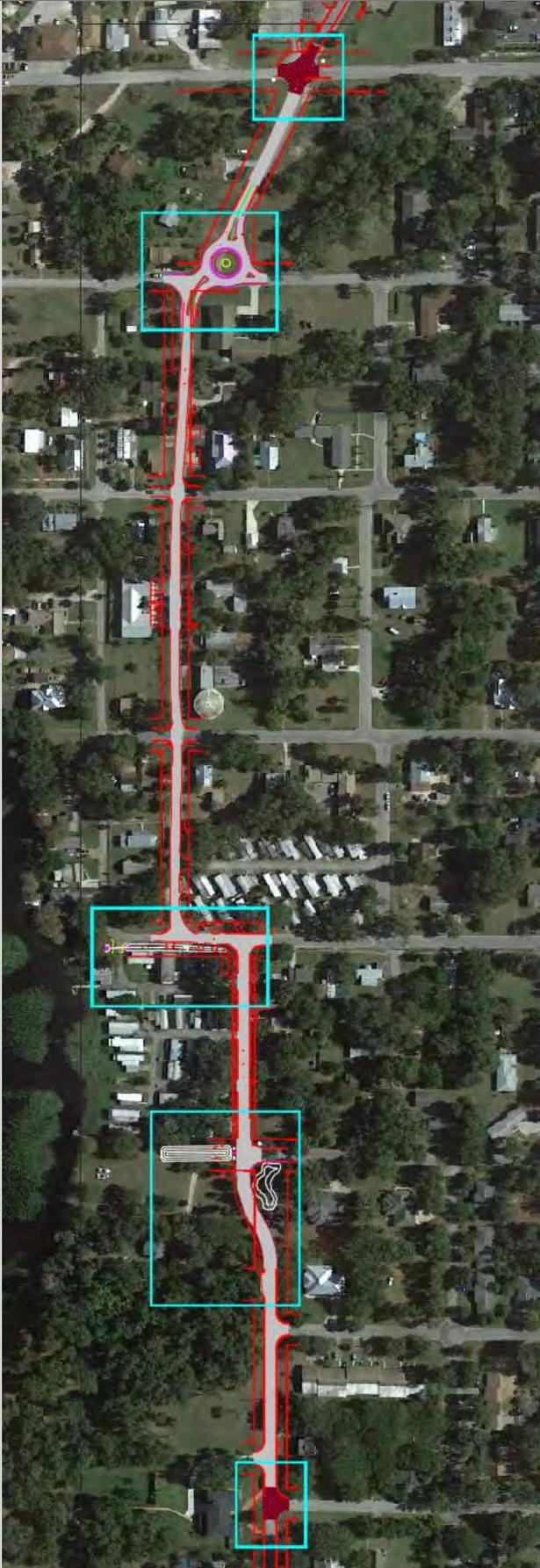
Currently, there are no Requests for Information (RFIs).

**EXHIBIT L**

**MAP TO SITE LOCATION**

The site walk will begin at the City Council Chambers located at first floor, 212 W. Main Street, Inverness, FL. Parking for the meeting and site walk is available in the parking lot adjacent to the building on its north side.

The site itself is the along Zephyr Street which is a short walk north.



**CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00300 - BID FORM**

**NOTE TO BIDDER:** Use **BLACK** ink for completing this Proposal form.

**BID NO.:** 2015-30-001

The undersigned bidder hereby makes official submittal for this project:

\_\_\_\_\_ in compliance with all specifications.

\_\_\_\_\_ in compliance with all specifications with the exception of:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's person to contact for additional information on this Proposal:

**Name:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection of collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

**CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Proposal is accepted, he will, within 5 calendar days prior to notice of award, deliver to the Owner the Performance Bond and Payment Bond. Within 15 calendar days after notice of award, the Bidder agrees to sign the Contract in the form annexed hereto, and will, to the extent of his Proposal, furnish machinery, tools, apparatus, and other means of construction and do the work and furnish all materials necessary to complete all work as specified or indicated in the Contract Documents.

**START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder further agrees to begin work within **30 calendar days** after the date of the Notice to Proceed and to complete the construction, in all respects, within the number of calendar days, after the date of the Notice to Proceed, indicated herein:

**# of Days for Substantial Completion:** 180 calendar days

**# of Days to Final Completion:** 210 calendar days

**CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00300 - BID FORM**

**LIQUIDATED DAMAGES**

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit, extended time limit or completion dates agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$1,000** per day for all work awarded under one contract until the work shall have been satisfactorily completed as provided by the Contract Documents.

**ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No.'s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

**SALES AND USE TAXES**

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

**NAMED MATERIALS AND MANUFACTURERS**

The Contractor shall be responsible for providing all materials for the project. The City does not have materials available to use for this project.

**DRUG-FREE WORKPLACE CERTIFICATION**

In the case of tie bids, preference must be given to Bidders submitting a certification with their bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The attached certification is provided for this purpose. The Bidder hereby agrees to perform all work described in the CONTRACT DOCUMENTS for the following lump sum, which shall include all materials (with the exception of those previously listed), labor, equipment, transportation, overhead, all applicable taxes and costs of all kinds necessary to complete these work items in accordance with the Contract Documents.

**LIST OF SUBCONTRACTORS**

The Following are Subcontractors to be employed by the Contractor and the approximate percentage of the total work to be performed by each.

Name and Address	Description of Work	Estimated % of Total Contract
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00300 - BID FORM**

**LUMP SUM BID**

<b>ITEM</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>TOTAL PRICE</b>
1.a Talmage & Pine Intersections (Stamped Asphalt)	EA	2	
1.b Seminole Intersection Roundabout	EA	1	
1.c Entrance Monuments (Design/Build)	EA	2	
1.d Landscaping	LS	1	
1.e Drainage Improvements along Line Ave	LS	1	
1.f Road re-alignment at Cherry Street	LS	1	
1.g Drainage Improvements at Cherry Street	LS	1	
1.h Maintenance of Traffic	LS	1	
1.h Mobilization	LS	1	
1.i Testing Services	LS	1	
1.j As-built Survey	LS	1	
<b>Total Lump Sum Price (Base Bid)</b>	LS	1	

**CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00300 - BID FORM**

**BIDDER**

The name of the Bidder submitting this Proposal  
is \_\_\_\_\_

\_\_\_\_\_

doing business at

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
Street, City, State, Zip

which is the address to which all communications concerned with the Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**If Sole Proprietor or Partnership**

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I hereby agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder.

IN WITNESS hereto the undersigned has set his (her) hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Typed/Printed Name of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Citrus County Occupational License Number

**CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00300 - BID FORM**

**If Corporation**

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I hereby agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder.

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
By

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest - Secretary

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Citrus County Occupational License Number

\*\*\*\*\*

**CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 330 - DRUG-FREE WORKPLACE**

**Florida Statutes on Drug-Free Workplace Programs:**

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your bid.

**DRUG-FREE WORKPLACE CERTIFICATION**

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 330 - DRUG-FREE WORKPLACE

DRUG-FREE WORKPLACE CERTIFICATION

BIDDER NAME: \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

As the person authorized to sign the statement, I certify that  
this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

(Affix Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

END OF SECTION

**CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 410 - FLORIDA BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we the under signed

\_\_\_\_\_  
\_\_\_\_\_

hereinafter called the PRINCIPAL, and

\_\_\_\_\_  
\_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ in the State of \_\_\_\_\_ and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto the **City of Inverness** of the State of Florida, represented by its Commission, hereinafter called the OBLIGEE, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the **City of Inverness** for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

**PROJECT NO. \_\_\_\_\_: CITY OF INVERNESS ZEPHYR STREET IMPROVEMENTS PROJECT**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of **Five (5)** percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within **Fifteen (15)** consecutive calendar days after written notice having been given of the award of the Contract.

**CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 410 - FLORIDA BID BOND**

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within **Fifteen (15)** consecutive calendar days after written notice of such acceptance, enters into a written Contract with **City of Inverness** and furnishes the Performance and Payment Bonds, each in an amount equal to 100-percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the **City of Inverness** and the Surety herein agrees to pay said immediately upon demand of the \_\_\_\_\_ in good and lawful money of the United

States of America, as liquidated damages for failure there of said PRINCIPAL.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
By

\_\_\_\_\_  
Typed Name & Title

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
By - (Attorney-In-Fact)

\_\_\_\_\_  
Typed Name & Title

END OF SECTION

**ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00500 - AGREEMENT**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between the City of Inverness (hereinafter called OWNER) and \_\_\_\_\_ doing business as a corporation (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in all consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. – WORK**

**PROJECT NO. 2015-30-001 CITY OF INVERNESS ZEPHYR STREET IMPROVEMENTS PROJECT**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Paving, Drainage, and Grading activities at several of the intersections along Zephyr Street. Improvements consist of construction of a roundabout, stamped asphalt intersection installation, landscaping, and roadway re-alignment work.

**ARTICLE 2. –ENGINEER**

The Project has been designed by, Benjamin Ellis, PE (Littlejohn Engineering)  
1615 Edgewater Drive, Suite 200  
Orlando, Florida 32804

who is hereinafter called ENGINEER and who may act as OWNER'S representative, assume some duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. - CONTRACT TIMES**

3.1. The Contractor shall commence the work to be performed under this Agreement within thirty (30) calendar days after receiving the Notice to Proceed and shall complete all work hereafter as follows:

3.1.1. The Contractor shall perform the work to achieve **Substantial Completion** within **180 calendar days** and achieve **Final Completion** within **210 calendar days** as stipulated in the Bid Documents

3.2. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the OWNER and CONTRACTOR agree that as **liquidated damages** for delay (but not as a penalty) CONTRACTOR shall be assessed **One Thousand Dollars (\$1,000.00)** for each calendar day past the time specified in paragraph 3.1.1 for Substantial Completion. In addition, the contractor shall be assessed **One Thousand Dollars (\$1,000.00)** for each calendar day past the time specified in paragraph 3.1.1 for Final Completion.

**ARTICLE 4. - CONTRACT PRICE**

4.1. The Contractor shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the sum of \$\_\_\_\_\_.

4.2. **Contract Price.** This contract price shall not be increased unless approved in advance, in writing, by the City of Inverness.

**ARTICLE 5. - PAYMENT PROCEDURES**

5.1 The City will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

**ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00500 - AGREEMENT**

5.2. The Contractor shall submit signed applications for payment to the City in the amount due for all work performed to date in connection with authorized work, as certified by the Contractor and approved by the City.

5.3 Subject to the City's right to withhold any amounts reasonably necessary to complete or correct defective or sub-standard work, the City may make partial payments to Contractor for all authorized work performed. Invoices for payment may be submitted at mobilization, 50% contract completion, and 90% contract completion, under the provisions of Chapter 218, Part VII, (Florida Prompt Payment Act), Florida Statutes. City shall promptly pay Contractor any undisputed amounts consistent with the Florida Prompt Payment Act. **Final Payment** will be made upon final completion and acceptance of the Work in accordance with the General Conditions.

5.4 The Contractor will supply the City with a list of all Sub-Contractors and Suppliers used by the Contractor in performing the work covered by this contract. The Contractor will be required to submit to the City partial Release of Lien from the appropriate suppliers and subcontractors with each Application for Payment before payment is made by City. Final payment will be paid to the Contractor when the Contractor and all Sub-Contractors and Suppliers have provided the City with their final Release of Lien.

**ARTICLE 6. - CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has studied the particular conditions involved in this installation, the full extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

6.3. Contractor agrees to immediately notify the City if Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors.

6.4. CONTRACTOR is required to and agrees to comply with all appropriate Federal, State, and Local regulations.

6.5 CONTRACTOR agrees that all materials, techniques, methods and safety are exclusively the responsibility of the Contractor and not the City.

**ARTICLE 7. - CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following, which are hereby incorporated by reference and made a binding part hereto:

7.1. Invitation to Bid

7.2. Exhibits to this Agreement.

7.3. Bid Bond, Performance and Payment Bonds as required in Specifications.

7.4. Notice of Award.

7.5. General Conditions.

7.6. Certificate of Insurance

**ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00500 - AGREEMENT**

7.7. Specifications bearing the title **CITY OF INVERNESS ZEPHYR STREET IMPROVEMENTS PROJECT** as listed in table of contents thereof.

7.8. Drawings, consisting of sheets bearing the following general titles:

<u>Sheet No(s).</u>	<u>Title</u>
C0.0	COVER
C1.1 - C1.6	EXISTING CONDITIONS
C2.0	NOTES
C3.0 - C3.1	DEMOLITION PLAN
C4.0 - C4.1	PLAN & PROFILE ZEPHYR STREET
C4.2	ROUNDAABOUT DETAIL
C5.0 - C5.3	GRADING & DRAINAGE PLAN
C6.0 - C6.3	MOT PLAN
C7.0	DETAILS
L1.0 - L1.1	LANDSCAPE PLAN

7.9. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.

7.10. CONTRACTOR'S Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).

7.11. Bid Documents submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).

7.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

**ARTICLE 8. - MISCELLANEOUS**

8.1. Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys 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.

8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.4 CONTRACTOR, including its employees or agents, shall serve as an independent contractor and shall not be considered an agent or employee of the City of Inverness.

8.5 The Contractor shall not subcontract, assign or transfer any work under the agreement without the written approval of the City.

**ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00500 - AGREEMENT**

**8.6 INSURANCE** Contractor shall purchase and maintain insurance coverage with limits of liability not less than the following amounts or greater where required by Laws and Regulations:

**1. Workers compensation and related coverage:**

a. State		Statutory
b. Applicable Federal (e.g., Longshoreman's)		Statutory
c. Employer's Liability	Each Employee	\$1,000,000
	Each Accident	\$1,000,000
	Disease Policy Limit	\$1,000,000
	Disease Each Employee	\$1,000,000

**2. Contractor's General Liability** shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the Contractor:

a. General Aggregate		
(Except Products – Completed Operations)		\$1,000,000
b. Products – Completed Operations Aggregate		\$1,000,000
c. Each Occurrence		
(Bodily Injury and Property Damage)		\$1,000,000
d. Property Damage		\$1,000,000

**3. Excess or Umbrella Liability**

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

**4. Automobile Liability:**

Combined Single Limit	\$500,000
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**ARTICLE 9. - OTHER PROVISIONS**

The rights of the parties hereto shall be construed and be subject to the jurisdiction of the courts in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in Citrus County, Florida. The court of jurisdiction shall be the Circuit Court of the 5th Judicial Circuit in and for Citrus County, Florida.

**ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00500 - AGREEMENT**

IN WITNESS WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate, each of which shall be deemed an original on the date first written above.

This Agreement will be effective on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Typed/Printed Name & Title

\_\_\_\_\_  
Typed/Printed Name & Title

\_\_\_\_\_  
[CORPORATE SEAL]

\_\_\_\_\_  
[CORPORATE SEAL]

\_\_\_\_\_  
Attest - Title

\_\_\_\_\_  
Attest - Title

Approved as to form and legality:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER  
Address for giving notices

\_\_\_\_\_  
CONTRACTOR  
Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. \_\_\_\_\_

Agent for service of process:  
\_\_\_\_\_

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION

CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 610 - FLORIDA PERFORMANCE BOND

BOND NO.: \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_ (contractor)

of \_\_\_\_\_ (contractor's address)

hereinafter called the CONTRACTOR (Principal), and \_\_\_\_\_

\_\_\_\_\_ (surety)

of \_\_\_\_\_ (surety's address)

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the City of Inverness as OWNER (obligee), in the \_\_\_\_\_ sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated \_\_\_\_\_, 20\_\_\_\_, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the

ZEPHYR STREET IMPROVEMENTS PROJECT Plans,

Drawings, and Specifications prepared by the Owner's Consulting Engineer, Benjamin Ellis, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the Plans, Drawings, Specifications, and conditions as prepared by said Consulting Engineers, the Contractor's bids accepted by the above Owner, the Bid and Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids), and shall indemnify and save harmless the above Owner against and from all costs, expenses, damages, attorney's fees, including appellate proceedings, injury, or loss to which said Owner may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents;

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the Surety as required by Florida

**CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 610 - FLORIDA PERFORMANCE BOND**

Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the Surety shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

\_\_\_\_\_  
By \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
Typed/Printed Name & Title  
\_\_\_\_\_  
Attest

**SURETY**

\_\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_\_  
Typed/Printed Name & Title  
\_\_\_\_\_  
Attest

APPROVED AS TO FORM: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
City Attorney  
\_\_\_\_\_  
Typed/Printed Name & Title

END OF SECTION

**CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 620 - FLORIDA PAYMENT BOND**

BOND NO.: \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_ (contractor)

of \_\_\_\_\_ (contractor's address)

hereinafter called the CONTRACTOR (Principal), and \_\_\_\_\_

\_\_\_\_\_ (surety)

of \_\_\_\_\_ (surety's address)

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_

hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the City of Inverness as OWNER (obligee), in the sum of

DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated \_\_\_\_\_, 20\_\_\_\_, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the

ZEPHYR STREET IMPROVEMENTS PROJECT

Plans, Drawings, and Specifications prepared by the Owner's Consulting Engineer, Ben Ellis, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the Plans, Drawings, Specifications, and conditions as prepared by said Consulting Engineers, the Contractor's bid as accepted by the above Owner, the Bid and Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all person supplying materials, equipment, and/or labor used directly or indirectly by said Contractor or subcontractors in the prosecution of the work provided for in said Contract in accordance with Florida Statutes, Section 255.05 or Section 713.23; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents;

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and

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Specifications. Claimant shall give written notice to the Contractor and to the SURETY as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the SURETY shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Typed/Printed Name & Title

\_\_\_\_\_ Attest

SURETY

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Typed/Printed Name & Title

\_\_\_\_\_ Attest

APPROVED AS TO FORM: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Typed/Printed Name & Title

END OF SECTION

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 SECTION 00700 – GENERAL CONDITIONS

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1.0 GENERAL

The purpose of this section is to identify terms, clarify the intent of the plans and specifications, designate liabilities and warranties, specify the schedule of payment, and describe bonding and insurance requirements. These general conditions apply to the work as a whole and to each and all branches of the work. The subcontractor shall be supplied with a copy of these general conditions and no arrangements with the subcontractor are to be such as to conflict with the general conditions. They shall also apply to any extra work or modifications.

2.0 DEFINITIONS

- A. ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement that modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
- B. BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the price for the WORK to be performed.
- C. BIDDER – Any person, firm, or corporation submitting a BID for the WORK.
- D. BONDS – Bid, Performance-Payment Bond, and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.
- E. CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- F. CONTRACT DOCUMENTS – The contract, including Advertisement for BIDS, Information for BIDDERS, BID, BID BOND, Agreement, Performance Payment Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
- G. CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- H. CONTRACT TIME – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- I. CONTRACTOR – The person, firm, or corporation with whom the OWNER has executed the Agreement.
- J. DRAWINGS – The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER and /or OWNER.
- K. ENGINEER – The person, firm, or corporation designated by the Owner as consultant, who shall represent the Owner in the inspection, monitoring, and administration of the work. The word Engineer shall include officers, agents and employees of the Engineer.
- L. FIELD ORDER – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

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- M. NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- N. NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- O. OWNER – A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.
- P. PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- Q. SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- R. SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- S. SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- T. SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- U. WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- V. WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address or delivered in person to said party or their authorized representative on the WORK.

**3.0 SUPERVISION AND INSPECTION**

The supervision by the Engineer of the work is for the purpose of assuring the Owner that the terms of the contract documents are being properly executed and while the Engineer is instructed to give the Contractor all possible assistance, it is not intended to relieve the Contractor from responsibility for the work and any work which proves faulty must be made right by him.

It is not incumbent upon the Engineer to notify the Contractor to begin, to stop, to resume, or to give early notice or rejection of faulty materials or workmanship, or in any case to superintend to the extent of relieving the Contractor of responsibility or of any consequences of neglect or carelessness of himself or his subordinates.

It is mutually agreed that the Engineer shall decide all questions, difficulties, and disputes of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of this contract, and as to type, quantity and value of any work done, the materials furnished under or by means of this contract; and their estimates and decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

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The Engineers and their representatives shall at all times have safe access to the work, wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

If the specifications, the Engineer's instruction, laws or ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made and where practicable at the source of supply.

All work done and materials furnished shall be subject at all times to inspection by the Engineer and any part condemned by them shall be, as soon as possible, removed and replaced at the Contractor's expense. If the Contractor refuses to replace or delays an unwarranted length of time in replacing such condemned work, the Engineer may stop the Contractor and the work, and all expenses pertaining thereto shall be deducted from the amount due, or to become due to the Contractor from the Owner.

Inspectors may be appointed to see that instructions of the Engineer are carried out and that the plans and specifications are so complied with. The Engineer shall not be barred from re-inspecting at any time, work passed on by the inspector, and making additional rejections for causes which may have been existent but not formerly apparent.

If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of uncovering and replacement. If said work is found to be not in accordance with the Contract Documents, the Contractor shall pay the cost.

**4.0 SUPERINTENDENCE - SUPERVISION**

The Contractor shall keep on his work during its progress a competent Superintendent and any necessary assistants all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Other directions shall be confined on written request in each case. The Contractor shall give efficient supervision of the work, using his best skill and attention. The superintendent shall be present on the site at all times, as required, to perform adequate supervision and coordination of the work to the Engineer's satisfaction.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in layout as given by points and instruction, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery shall be done at the Contractor's risk.

**5.0 TESTING**

Unless specified otherwise, the Contractor will designate an independent testing laboratory to be used for testing of materials and quality of construction on the project, and will pay the costs incurred

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by that testing laboratory. The Contractor shall pay the cost for any re-tests due to failures. The Contractor shall be responsible for causing to be performed all tests required in the specifications, prior to advancing to the next phase of construction. It shall be the responsibility of the Contractor to notify the Engineer at least 48 hours in advance of any testing which he has scheduled so that the Engineer may witness the test or the taking of test samples. The Engineer may select the location of the entity to be tested or may leave it to the discretion of the technician employed by the laboratory if he so chooses. The Contractor shall cause the Owner to be furnished with all certified test reports which verify satisfactory completion of the work.

6.0 SURVEY

The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations, and cut sheets. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance. The Engineer shall have such monuments restored and/or replaced by approved and qualified personnel, at the Contractor's expense. Sufficient monies will be withheld from payments to the Contractor to pay these costs. If the work requires the relocation or movement of such a monument, the Contractor shall notify the Engineer of such requirements, and the Contractor shall reference and re-set any monuments at no cost to the Owner.

The Contractor shall employ a competent surveyor satisfactory to the Owner and the Engineer to lay out the work from the bench marks, grade, dimensions, points and lines noted on the working drawings, established at the site, or supplied by the Engineer. All work of every description shall be laid out and checked by the Contractor who will be held solely responsible for its correctness, and all expenses in connection with this work shall be paid for by the Contractor. The work may be checked by the Engineer and, in the event of discrepancy, his decision shall be final.

No special compensation will be made to the Contractor to defray costs of any of the work or delays occasioned by making surveys and measurements, but such costs shall be considered as having been included in the price stipulated for the several items of the work to be done under this contract.

7.0 DRAWINGS AND SPECIFICATIONS

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in Accordance with the contract documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use by the Owner. In case of conflict between the Drawing and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scaled dimensions.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing.

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Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

The Contractor shall be furnished three (3) copies of the plans and specifications upon notice to begin work. Should the Contractor desire more than three (3) sets of these plans, he may obtain these by paying the cost of reproduction. The Contractor shall keep one (1) copy of all drawings and specifications at the site in good order, available to the Engineer and his representatives.

**8.0 SHOP DRAWINGS**

The Contractor shall promptly submit six (6) copies of all shop drawings and schedule required for the work of the various trades and the Engineer shall pass upon them with reasonable promptness making any desired corrections that are necessary in order to meet the intent of the plans and specifications. The Contractor shall make any corrections required by the Engineer, file with him six (6) corrected copies and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor of his responsibility for deviation from drawings or specifications unless he has called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the shop drawings or schedules.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

**9.0 MATERIALS, SERVICES, AND FACILITIES**

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which interest is retained by the seller.

**10.0 SUBSTITUTIONS**

Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products or equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and

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use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

**11.0 COMPLIANCE WITH STATUTES**

The Contractor and all subcontractors shall secure all licenses and permits and comply with all laws, regulations and building codes as required by the State, City or Town, and County or agencies thereof, in which the project is to be constructed, also with all regulations for the protection of workers and in respect to wages and hours which may be promulgated by the Federal Government, and Laws of Florida, relating to prevailing wage rate for laborers, mechanics and apprentices on certain public works when said law is applicable.

**12.0 PROTECTION OF WORK, PROPERTY, AND PERSONS**

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and all materials or equipment to be incorporated therein, whether stored on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, of the Engineer or anyone employed by either of them or anyone whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contract.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer promptly, written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

**13.0 CHANGES IN THE WORK**

The Owner, without invalidating the contract, may order extra work to be done, or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such changes.

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In giving instructions, the Engineer shall have the authority to make minor changes in the work, not involving extra cost, and not consistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for additions to the contract sum shall be valid unless so ordered.

14.0 CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. By unit price named in Contract and subsequently agreed upon.
- B. By a lump sum mutually agreed upon by the Engineer and Contractor; or
- C. If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the wages of applied labor (including premiums for Workmen's Compensation Insurance, and Social Security taxes); plus twenty per centum (20%) as compensation or all items of profit, administration, overhead, superintendence, insurance other than Workmen's Compensation Insurance, materials used in temporary structures, allowances made by the Contractor to Subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools; plus the net cost to the Contractor for the materials required in the extra work; plus the cost of rental for plant equipment (other than small tools) required and approved for the extra work.

The Owner may at any time, by a written order, without notice to the Sureties, and without invalidating the Contract, require the performance of such extra work or substantial changes in the work as it may find necessary or desirable, and the Contract amount shall be adjusted by Change Order as discussed above.

If the Contractor claims that any instruction or drawings or otherwise involve extra cost under this contract, he shall give the Engineer written notice thereof within a reasonable time after the receipt of such instruction, and in any event before proceeding to execute the work, except in emergency endangering lives or property, and the procedure shall then be as provided for in this section.

15.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after

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the time stipulated in the Contract Documents. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- A. To any preference, priority, or allocation under duly issued by the Owner.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

**16.0 CORRECTION OF WORK**

The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such work and store the materials at the expense of the Contractor.

**17.0 SUB-SURFACE DATA**

All sub-surface data shown on the plans, such as; ground water elevation, soil conditions, underground structure locations, sewer lines, water lines, telephone cables, conduit, electric cables, and etc., are shown on plans for the Contractor's general information only, and such information shown is not warranted or guaranteed by the Engineer.

The Contractor will be required, at his own expense, to do everything necessary to locate, (including excavation of test pits where directed by the Engineer) protect, support, and sustain water, gas and service pipe, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures on the site of the work. In case any of the said water, gas, and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, road and other fixtures be damaged, they shall be repaired, but the cost thereof shall be considered as having been included in the prices stipulated for the various items of work to be done under contract.

The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:

- A. Sub-surface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- B. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall

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be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed, unless the required Written Notice has been given; provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

18.0 SUSPENSION OF WORK, TERMINATION AND DELAY

The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, the Contractor shall be paid for:

1. completed and acceptable Work executed in accordance with the contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a Written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such

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cost exceeds such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or if the Owner fails to pay the Contractor substantially the sum approved by the Engineer, or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer, stop the Work until paid all amounts then due, in which event and upon resumption of the Work, Change Order shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

**19.0 PAYMENTS TO THE CONTRACTOR**

Owner will make partial payments to the Contractor on the basis of a certified estimate of the work performed by the Contractor. Upon such estimate being made and certified by the Engineer and approved by the Owner, the Owner will pay to the Contractor ninety (90) percent of the amount established in such an estimate as the value of the work completed. Such payment shall be considered, however, only as an advance payment and not as part of the final payment to the Contractor.

All payment requests for materials and Work requiring testing shall be accompanied by certified test reports which must be approved by the Engineer as being in compliance with the Specifications before payment will be authorized.

Materials in reasonable quantities which are delivered for incorporation in the work but not yet so used may be included on monthly estimates for payment. The Contractor shall submit with the monthly estimate to reflect the unincorporated material an original and one (1) copy of itemized receipted invoices certifying to the delivery of the quantity set forth on the estimate to the site of the work, upon the property of the Owner.

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ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00700 – GENERAL CONDITIONS

The Contractor shall mark or identify such material and shall be solely responsible for its safekeeping and usability at the time it is to be incorporated in the structure or project and shall, at his own expense, care for and protect the same and take out insurance against theft, loss from any other cause, damage, destruction and/or such other risks as may be involved, which would render the aforesaid materials unfit or unavailable for incorporation into the Project.

Payment for materials stored at the site shall be based on actual cost for same as shown by the receipted invoices and shall not exceed the cost of materials as indicated on the approved "breakdown sheet" for the particular items involved. It is understood and agreed that should the Owner at any time during the progress of the work consider the amount withheld on monthly estimates for payment to be in excess of the amount necessary to complete the work or necessary for the full and ample protection of the Owner, then the Owner, with the written consent of the Contractor's Surety, may reduce the percentage retained to an amount sufficient for the Owner's proper protection.

No estimate given, nor payments made, shall be conclusive of the performance of the contract either wholly or in part, and no estimates, payments or certificates of final payment shall be construed to be an acceptance of inferior or defective work or materials.

The Owner may withhold or, on account of subsequently discovered evidence, multiply the whole or a part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- A. Defective work not remedied.
  - B. Claims filed or reasonable evidence indicting probable filing of claims.
    - C. Failure of the Contractor to make payments promptly to subcontractors or for material, labor, or equipment.
  - D. A reasonable doubt that the contract can be completed for the balance then unpaid. E.
- Damage to another Contractor.
- F. Failure of Contractor to clean-up or restore the project site or right-of-ways.
  - G. Insolvency of Contractor.
  - H. Manifest intent of Contractor not to proceed diligently or to complete this Contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

20.0 LIENS AND FINAL PAYMENT

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which alien could be filed, but the Contractor may if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs including administrative costs and a reasonable attorney's fee.

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The final payment shall not become due and payable until the Contractor shall have furnished the Owner with satisfactory evidence that all labor, materials, outstanding claims and indebtedness of whatsoever nature arising out of the performance of the Contractor have been paid, and until the Contractor shall have furnished a written statement to such effect executed by the Contractor and Sureties, which will further provide that payment to the Contractor of the final estimate, shall not relieve any Surety of its obligation to the Owner as set forth in the Surety Bonds. Where one or more claims against the Contractor, which are in controversy, appear unsatisfied, the Owner shall have the discretion to direct final payment to be made, or a partial payment to be made, from the retained percentage, should it be determined that the withholding of the entire final payment would work a hardship on the Contractor or delay the final payments of other Contractors or Subcontractors on the Project. In such cases, the Contractor and Sureties shall provide the evidences and statements required under this paragraph, but shall itemize the claims which remain unsatisfied, giving the reason therefore, and the statements of the Surety Companies shall provide that the final payment or partial payment, as the case may be, shall not relieve any Surety of any obligations to the Owner, as set forth in the Surety Bonds. If only partial payment is permitted under this paragraph from the retained percentage, the final payment shall not be made until the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the Contractor have been paid and that payment to the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the contractor have been paid and that payment to the Contractor of the Contract balance shall not relieve the Surety of any of its obligations to the Owner as provided in the Surety's Bond.

**21.0 ACCEPTANCE OF THE WORK, GUARANTEE, AND RELEASE**

The contractor may apply for substantial completion of the project on the date at which the work is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the work or project for the intended use for which it is originally designed. This would include the completion of all project elements required for the project to function as designed, restoration of normal traffic flow through the project area, and equipment is ensured from hazards posed by additional or possible construction activities or other potential harmful conditions that may exist or become evident during the final work effort to complete the project per the construction contract documents.

Following the completion of this contract, as such completion is defined in the specifications and as soon thereafter as practicable, the Owner, his representative or the Engineer will inspect the work and the Engineer will make a final estimate of the amount and value of work done by the Contractor. If the said work appears to be satisfactory and appears to be done in accordance with the provisions and terms of the Contract Documents, the Owner, upon notice of completion from the Engineer, and within thirty-six (36) days after the final estimate of work is made and certified by the Engineer as correct and unpaid and is approved, will pay to the Contractor the full value of the work done under this Contract, less any amounts previously paid and less any advances whatsoever, and the Owner will certify the work as completed and will accept it. Said acceptance will, however, be in all events conditional upon the subsequent remedying by the Contractor of defects in workmanship or materials which may become apparent within a period of one (1) year following the date of acceptance as herein required. In the event the Owner refuses or declines to certify the work as completed and accepted and make final payment therefore within thirty-six (36) days after notice and certification from the Engineer as provided for herein,

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the Owner shall immediately set forth in writing to the Contractor and the Engineer the reasons for such non-acceptance of the Work. After all valid reasons for non-acceptance have been removed, the Owner shall execute the final certificate of completion and acceptance and shall make final payment hereunder. All prior estimates and payments, including those relating the extra work, shall be subject to correction or adjustment by the final cost estimate. Such final payment, however, shall not serve as a release of the Contractor or of his Sureties from the previously required guarantee against defects in contract performance for a period of one (1) year following the date of acceptance of the Work by the Owner.

The acceptance by the Contractor of the final payment, made as aforesaid, shall operate as and shall be released to the Owner and to the Engineer and every member and agent of both said parties from all claims and liabilities to the Contractor for anything done or furnished for, or relating to the Work, or for any act of neglect of the Owner or the Engineer or of any person relating to or effecting the work, but this final payment shall not relieve the Contractor from his indemnity, guarantee and/or warranty obligations under the terms of the contract.

As soon as is practical after twelve (12) months have elapsed from the date of completion as herein defined, and as certified by the Engineer, the Owner shall make a review and re-inspection of the Work and performance of this Contract, or cause the same to be made. If the said performance and work shall be found satisfactory and the work is found not to have deteriorated through defects in workmanship or materials, the Owner shall certify the release of the surety on the bond for performance of the contract. If however, the review and re-inspection, or any prior inspection, discloses defects due to the non-fulfillment of this contract, or non-compliance with its requirements, the Owner shall so notify the Contractor in writing, and thereupon the Contractor shall, at his own expense, repair or replace and shall make good all defects in workmanship, materials, and guarantee, and shall rectify any non-compliance and such repairs and fulfillment shall be a prerequisite to the release of the Surety on the bond. If, however, the Contractor shall, after due notice, refuse or neglect to make good the defects to the satisfaction of the Owner, then the Owner may, and is hereby empowered to, proceed in the manner prescribed in the event of abandonment or forfeiture of the work by the Contractor, in which case completion by the Owner and the payment of claims for material and labor and other expense as provided in such procedures, shall be a prerequisite to the release of the surety on the Bond for Performance of Contract. Within thirteen (13) months after the date of acceptance of the work, or as soon thereafter as practical, as herein before provided, following a re-inspection, and provided further that any repairs necessitated by defects in material or workmanship as determined by the Owner in the re-inspection shall have been made, the Owner will in writing finally release the Contractor, his sureties and all parties hereunder.

22.0 INSURANCE

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workmen's compensation, disability benefits and other similar benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

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C. Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;

D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the Owner.

During the Contract Time the Contractor shall procure and maintain, at the Contractor's own expense, Liability Insurance as hereinafter specified in the amounts as specified in the agreement.

Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by a Subcontractor employed by the Contractor. Insurance shall be written for all damages arising out of bodily injury, including death.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's Compensation Insurance, including occupational disease problems, for all of the Contractor's employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

The Contractor shall secure, if applicable, "All Risk", type Builder's Risk Insurance for Work to be performed. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor, and the Owner.

CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 841 - NOTICE OF INTENT TO AWARD

Dated \_\_\_\_\_

Project: City of Inverness ZEPHYR STREET IMPROVEMENTS PROJECT	Owner: City of Inverness, FL	City's Project No.:
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Bidder: \_\_\_\_\_

Bidder's Address: (send Certified Mail, Return Receipt Requested)  
\_\_\_\_\_  
\_\_\_\_\_

The City has considered the Bid submitted by you for the above scope of work in response to the Invitation to Bid dated \_\_\_\_\_.

You are hereby notified that your bid has been accepted for items in the amount of \$ \_\_\_\_\_.

You must furnish the following to the City within **fifteen (15) calendar days** of the date of this Notice.

1. Three (3) fully executed counterparts of the Contract Documents,
2. The required Contractor's Performance and Payment Bond,
3. The required Certificates of Insurance.

Failure to comply with these conditions within the time specified will entitle the City to consider all your rights arising out of the City's acceptance of your bid as abandoned and void, and declare your Bid security forfeited.

CITY:

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**Acceptance of Notice**

Receipt of the above Notice of Intent to Award is hereby acknowledged:

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

END OF SECTION

**CITY OF INVERNESS  
ZEPHYR STREET IMPROVEMENTS PROJECT  
SECTION 00842 - NOTICE TO PROCEED**

Project: ZEPHYR STREET IMPROVEMENTS PROJECT	Owner: City of Inverness, FL	City Project No.:
Contractor:		
Contractor's Address: [send Certified Mail, Return Receipt Requested]		

You are hereby notified that the Contract Times under the above agreement dated \_\_\_\_\_ will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of final completion is \_\_\_\_\_.

Before you may start any work at the site, you must provide:

Maintenance of Traffic Plan \_\_\_\_\_

Project Schedule \_\_\_\_\_

\_\_\_\_\_

CITY \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

END OF SECTION

**SECTION 00850 – CONTRACT CHANGE ORDER**

Date of \_\_\_\_\_ Effective \_\_\_\_\_ No. \_\_\_\_\_

Project: ZEPHYR STREET IMPROVEMENTS PROJECT	Owner: City of Inverness, Florida	Owner's Project No.:
Contractor:		Date of Contract:

**The Contract Documents are modified as follows upon execution of this Change Order:**  
 Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Attachments (list documents supporting change):**  
 \_\_\_\_\_  
 \_\_\_\_\_

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____ \$ _____	[Increase] [Dec:ease] from previously approved Change Orders No. ____ to No. ____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

<b>RECOMMENDED:</b> By: _____ Engineer (Authorized Signature) Date: _____ Approved by Funding Agency (if applicable): _____	<b>ACCEPTED:</b> By: _____ Owner (Authorized Signature) Date: _____	<b>ACCEPTED:</b> By: _____ Contractor (Authorized Signature) Date: _____ Date: _____
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END OF SECTION

**SECTION 00860 - FIELD ORDER**

**Field Order  
No. \_\_\_\_\_**

Date of Issuance: \_\_\_\_\_

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

Project: City of Inverness ZEPHYR STREET IMPROVEMENTS PROJECT	Owner: City of Inverness, FL	Owner's Project No.:
Contractor:		Contract Date:

**Attention:**

You are hereby directed to promptly execute this Field Order issued in accordance with the Agreement, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Project Manager immediately and before proceeding with this Work.

Reference \_\_\_\_\_  
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Engineer:

Receipt Acknowledged by (Contractor): \_\_\_\_\_ Date: \_\_\_\_\_

END OF SECTION

**DIVISION II SPECIFICATIONS**

**TABLE OF CONTENTS**

**DIVISION 2 SITEWORK**

Section 02 41 16	Demolition
Section 31 11 00	Clearing and Grubbing
Section 31 22 13	Site Excavation
Section 31 23 35	Excavating and Backfilling for Service Utilities
Section 31 23 40	Backfilling and Finish Grading
Section 31 71 15	Proof Rolling
Section 32 05 23	Site Concrete Work
Section 32 11 00	Base Course for Pavement
Section 32 12 16	Asphaltic Concrete Paving
Section 32 17 23	Pavement Marking
Section 33 11 20	OMITTED
Section 33 13 00	OMITTED
Section 33 30 00	Sanitary Sewage Systems
Section 33 40 00	Storm Drainage Systems

SECTION 024116 - DEMOLITION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Removal and disposal of designated pavements, concrete, curbs, culverts, utilities and other structures.

1.2 RELATED WORK

- A. Section 311100: Clearing and Grubbing
- B. Section 312213: Site Excavation

1.3 QUALITY ASSURANCE

- A. Contractor Qualifications: Minimum of 5 years experience in demolition of comparable structures.
- B. Requirements of Regulatory Agencies:
  - 1. Comply with requirements of codes.
  - 2. Comply with requirements of local Public Works Department.
  - 3. Comply with local utility companies and/or utility districts.

1.4 SUBMITTALS

- A. Certificates of severance of utility services.
- B. Permit for transport and disposal of debris.
- C. Demolition procedures and operational sequence for review by Owner's Representative

1.5 JOB CONDITIONS

- A. Protection:
  - 1. Erect barriers, fences, guard rails, enclosures, and shoring to protect structures, and utilities remaining intact.
  - 2. Protect designated trees and plants from damage.
- B. MAINTAINING TRAFFIC
  - 1. Ensure minimum interference with roads, street, driveways, sidewalks, and adjacent facilities.
  - 2. Do not close or obstruct streets, sidewalks, alleys or passageways without permission from authorities having jurisdiction.

3. If required by governing authorities, provide alternate routes around closed or obstructed traffic ways.

## PART 2 - PRODUCTS

(Not Applicable)

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Prepare adjacent areas to prevent injury, movement or settlement of structures which are to remain.
- B. Arrange for, and verify termination of utility services to include removing meters and capping lines.

### 3.2 DEMOLITION

- A. Remove concrete pavement, base, curbs, gutters, sidewalks, driveways, etc. All interfaces of pavement, curbing, sidewalks, driveways, etc. to be removed with that to remain shall be saw cut. Dispose of removed material as follows:
  1. Dispose of items which are not more than two feet below subgrade elevation.
  2. Break items more than two feet below subgrade elevation into sizes not to exceed twelve inches in maximum dimension and leave in place, unless it interferes with succeeding items of construction.
  3. Stockpile ballast; gravel other pavement materials when required.
- B. Coordinate support of, and removal and relocation of power poles, street lighting, telephone lines and site lighting, with the local electric utility.
- C. Remove storm inlets and drainage pipe as indicated and as necessary to facilitate new construction.

### 3.3 DEBRIS REMOVAL

- A. Promptly remove demolition debris from site.
- B. Obtain permission from applicable regulatory authority for disposal of debris to waste disposal site.
- C. Do not store or burn materials on site.

END OF SECTION 024116

## SECTION 311100 - CLEARING AND GRUBBING

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. Clearing, grubbing, removal and disposal of vegetation, rocks, roots and debris within the limits of the work except objects designated on the drawings to remain.
- B. Preserve from injury or defacement all vegetation and objects to remain.

#### 1.2 RELATED WORK

- A. Section 024116: Demolition
- B. Section 312213: Site Excavation
- C. Section 312340: Backfilling and Finish Grading

#### 1.3 LIMITS OF WORK

- A. Construction area established by drawings.
- B. Approved borrow pit areas.
- C. Designated stockpiles of construction material other than borrow material.

#### 1.4 PROTECTION

- A. Protect living trees not marked for removal and outside the construction area. Treat cut or scarred surfaces of trees or shrubs with a paint prepared especially for tree surgery.
  - 1. Trees shall be protected by fencing to be located around the entire perimeter of the tree at the approximate dripline location.
  - 2. Shrubs and bushes shall be protected by fences or barricades.
  - 3. Shallow-rooted plants shall be protected at ground surface under and in some cases outside the spread of branches by ground cover protection consisting of 6-inch additional soil or crushed rock to be removed at completion of project.
- B. Protect benchmarks and existing structures, roads, sidewalks, paving and curbs indicated to remain against damage from vehicular or foot traffic.
- C. Maintain designated temporary roadways, walkways and detours, for vehicular and pedestrian traffic.
- D. Protect existing irrigation systems, public and private, to extent possible.

### PART 2 - PRODUCTS

Zephyr Street Redevelopment – City of Inverness  
Civil Specs - Add. 01  
LEA Project No. 20130608

024116-1

December 17, 2014

- A. Wound paint shall be a standard bituminous product.
- B. Barricades shall be in accordance with local governing authority.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Maintain benchmarks, monuments and other reference points. Re-establish if disturbed or destroyed at no cost to Owner.

#### 3.2 CLEARING AND GRUBBING

- A. Clear and grub areas required for access to site and execution of the work. Remove all stumps, roots within limits of grubbing to the depths below.
  - 1. Walks - 12 inches.
  - 2. Roads - 18 inches.
  - 3. Parking areas - 12 inches.
  - 4. Lawn areas - 8 inches.
  - 5. Fills - 12 inches.
  - 6. In the case of roads, walks, or other construction on fills, the greater depth shall apply.
- B. Remove low hanging, unsound or unsightly branches on trees or shrubs designated to remain to a height of 7 feet above proposed finished grade.

#### 3.3 PRUNING

- A. If trees, shrubs and other perennial growth are damaged in the course of Work of this Contract, prune damaged branches back to the first health (i.e., the nearest undamaged forks in branches or to the trunk) in accordance with standard practices of the industry.
  - 1. Where branches are cut back to the trunks, completely remove branches so there is no stub to become infected, and so that bark can heal itself over the cut.
  - 2. "Head-Back" cuts (cuts at right angles to the line of growth) of branches away from a fork will not be permitted.
- B. Paint wounds over 1 inch in diameter.

#### 3.4 DEBRIS REMOVAL

- A. Promptly remove cleared debris from site.
- B. Obtain permission from applicable regulatory authority for disposal of debris to waste disposal site.
- C. Do not burn or bury materials on site.

#### 3.5 REPAIRS

Zephyr Street Redevelopment – City of Inverness  
Civil Specs - Add. 01  
LEA Project No. 20130608

024116-2

December 17, 2014

- A. Should utilities to remain or other physical property be damaged by work of this Section, repair damage.
- B. Irrigation systems, including private irrigation systems, damaged by Contractor as part of this contract shall be repaired to equal or better condition at no additional expense to Client.
- C. Backfill all excavations opened as a result of the work of this Section with the type of fill specified in Section 31 23 40 for the individual locations.

END OF SECTION 311100

## SECTION 31 22 13 - SITE EXCAVATION

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. Excavating and grading for:
  - 1. Roadways.
  - 2. Embankment areas.
  - 3. Storm system (including inlet structures and outfalls, etc.)
- B. Excavating of unsuitable material from beneath structured areas and fill embankment areas.

#### 1.2 RELATED WORK

- A. Division One: Testing Laboratory Services
- B. Section 221400: Storm Drainage Systems
- C. Section 311100: Clearing and Grubbing
- D. Section 312335: Excavating and Backfilling for Service Utilities
- E. Section 312340: Backfilling and Finish Grading
- F. Section 317115: Proof Rolling

#### 1.3 QUALITY ASSURANCE

- A. Testing Laboratory and Soils Engineer:
  - 1. The Soils Engineer and Testing Laboratory's fees will be paid by the Owner except when the Soils Engineer or Testing Laboratory personnel are notified by the Contractor that work will be in progress, and they (Soils Engineer or Laboratory personnel) come to job site and work is not in progress. In that case, the Contractor shall pay for Soils Engineer's or laboratory personnel's time and mileage. Contractor shall pay for retesting as required.
  - 2. Have earth borrow fill and structural fill tested and approved by designated testing laboratory before moving it to the job site.
  - 3. Areas where paved areas will be located shall be proof-rolled to determine adequacy of soils compaction. Other areas will be inspected by Soils Engineer to determine adequacy in other areas.
  - 4. Soils compaction testing of in-place soil, and filling compacted areas will be performed by Testing Laboratory in accordance with their requirements.
  - 5. Verify quantities of materials where unit prices are involved.

#### 1.4 EXISTING CONDITIONS

Zephyr Street Redevelopment – City of Inverness  
Civil Specs - Add. 01  
LEA Project No. 20130608

024116-1

December 17, 2014

- A. Known underground, surface and aerial utility lines, and buried objects are indicated on the Drawings.
- B. Do not interrupt existing utilities service to facilities occupied and used by the Owner or others, except when permitted in writing by Owner's Representative, and then only after temporary utility services have been provided.

#### 1.5 PROTECTION

- A. Protect trees, shrubs and lawns, rock outcroppings and other features remaining as part of final landscaping.
- B. Protect benchmarks, existing structures, fences, roads, sidewalks, paving and curbs against damage from equipment and vehicular traffic.
- C. Protect aerial, surface, or underground utility lines, including irrigation systems where possible, and appurtenances which are to remain.
- D. Repair damage.
- E. Erosion control must be maintained. Refer to notes on General Note's sheet and Erosion and Sediment Control Details plan.

#### 1.6 ENVIRONMENTAL REQUIREMENTS

- A. Provide for surface drainage during the period of construction in a manner to avoid creating a nuisance to adjacent areas. Keep excavations free of water during the entire progress of the work, regardless of the case, source, or nature of the water. Refer to the geotechnical report for details regarding the sensitivity of existing soils to moisture.
- B. Trees shall be left undisturbed, insofar as possible, as shown on drawings.

#### 1.7 SEDIMENT AND EROSION CONTROL

- A. Install all erosion control measures prior to beginning site grading operations.
- B. Protect newly graded areas from erosion. Where necessary, temporarily seed disturbed areas with Bahia or annual rye grass at a rate of 4 lbs/1000 sq. Ft. If seeding is necessary in summer months, contact the Owner's Representative for an approved seeding application.
- C. Repair settlement and erosion which occurs prior to acceptance of work.
- D. Perform periodic maintenance on ditch checks to remove sediment and replace straw bales as necessary so as not to inhibit flow or runoff.

#### 1.8 REFERENCE STANDARDS

- A. Determine soil's maximum dry density and optimum moisture in accordance with ASTM D698.

B. Soil and rock borings or soundings, if provided, are:

1. For information purposes only.
2. No guarantee of existing conditions.
3. No substitute for investigations deemed necessary by Contractor.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Topsoil: Excavated materials, graded free of roots, subsoil, debris, large weeds, toxic substances, and rocks greater than 1 inch.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Establish and identify required lines, levels, contours and datum.
- B. Maintain benchmarks, monuments, and other reference points. Reestablish if disturbed or destroyed, at no cost to Owner.
- C. Before start of grading, establish the location and extent of utilities in the work areas. Notify utilities to remove and relocate lines which are in the way of construction.
- D. Maintain, protect, reroute or extend as required existing utilities to remain which pass through the work area. Coordinate with appropriate utility provider in cases where utility stabilization required.
- E. Upon discovery of unknown utility or concealed conditions, discontinue affected work and notify the Engineer.

### 3.2 REMOVAL OF TOPSOIL

- A. Remove topsoil of horticultural value from areas to be excavated and regraded, and stockpile in designated area.
- B. Do not permit topsoil to be mixed with subsoil.
- C. Do not strip topsoil when wet.

### 3.3 GENERAL SITE EXCAVATION

- A. Do not excavate wet subsoil materials.
- B. Excavate subsoil required to allow placement of compacted backfill under paving and site structures, and to accommodate construction operations.

- C. Machine slope banks to angle of repose or less until shored.
- D. Removed lumped subsoil, boulders and rock.
- E. Completely remove stumps, roots over 1 inch in diameter, and similar on-grade and below-grade obstructions within the area to be covered by new construction and for a distance of 10 feet beyond area in all directions. In other areas disturbed by grading, remove such obstructions to a depth of 2 feet below subgrade.
- F. Correct unauthorized excavation, including areas over-excavated by error, at no extra cost to the Owner.
- G. Stockpile excavated material in designated area on site to a depth not exceeding 8 feet and protect from erosion. Remove excess material not being reused from site. Stockpile areas are to be identified during a pre-construction meeting of the jobsite.
- H. If existing catch basins, manholes and similar items are encountered and indicated for removal/improvement, remove to solid subgrade and break up masonry and/or concrete bottoms so that no pieces remain over 12 inches in their longest dimension.

#### 3.4 PREPARATION OF NATURAL GROUND

- A. Proof-Roll in accordance with section 31 71 15. Owner's Representative is to identify any unstable areas.
- B. Unsuitable subgrades identified by the Owner's testing agency shall be undercut and replaced with properly compacted fill as noted in remedial work.
- C. Subgrade soils shall be scarified and compacted to at least 95% of the standard proctor maximum dry density (ASTM D698) for a depth of at least 8" below the surface.

#### 3.5 REMEDIAL WORK

- A. Any exposed subgrades determined by the Owner's testing agency as being unsuitable shall be undercut to a depth identified by the testing agency and backfilled under the appropriate provisions of Section 31 23 35 for the location.
  - 1. Notify the Architect to obtain approval prior to beginning undercutting operations.
  - 2. Keep records of material quantities removed and replace as specified in Division 1 and have materials verified by the Owner's testing agency.
  - 3.
- B. Excavate shallow temporary drainage ditches to facilitate removal of excess moisture from subgrade areas.
- C. Backfill and compaction of areas excavated under this Section is specified in Section 31 23 35.

#### 3.6 CLEAN-UP AND DISPOSAL OF DEBRIS

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A. Remove surplus materials and debris from site.

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SECTION 312335 - EXCAVATING AND BACKFILLING FOR SERVICE UTILITIES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Excavation for piped utility material.
- B. Provide necessary sheeting, shoring and bracing.
- C. Prepare trench bottom with appropriate materials.
- D. Dewater excavation as required.
- E. Place and compact granular beds, as required, and backfill.

1.2 RELATED WORK

- A. Division One: Testing Laboratory Services
- B. Division One: Project Close Out
- C. Section 221400: Storm Drainage Systems
- D. Section 311100: Clearing and Grubbing
- E. Section 312213: Site Excavation
- F. Section 312340: Backfilling and Finish Grading
- G. Section 321216: Asphaltic Concrete Paving
- H. Section 331120: Domestic Water & Fire Services
- I. Section 333000: Sanitary Sewage Systems

1.3 TESTS

- A. Test and analysis of fill materials will be performed to determine compaction of trench backfill in accordance with ASTM D698 and under provisions of Division 1 of the Specifications.
  - 1. Have aggregate tested prior to moving material to the job site.

1.4 PROTECTION

- A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation.

- B. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- C. Notify the Engineer of unexpected subsurface conditions and discontinue work in affected area until notification to resume work.
- D. Provide surface drainage to keep excavations free of water. Grade the top perimeter of excavations to prevent surface water run-off into excavations. Pump if required.
- E. Protect Public utilities at project site property lines to prevent damage.

#### 1.5 QUALITY ASSURANCE

- A. Comply with requirements of the local department of public works.

#### 1.6 COORDINATION

- A. Coordinate with other trades affected by this work.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Pipe and structure bedding:
  - 1. Coarse aggregate: ASTM D448 Size No 57, pit run or natural crushed stone or gravel, free from shale, clay, friable material and debris.
  - 2. Fine aggregate: Clean, natural or manufactured sand, washed, free of silt, loam, friable or soluble materials, and organic matter, with no more than 15% finer than a No. 200 sieve.
- B. Trench and pit backfill:
  - 1. Engineered fill material specified in Section 31 23 40, for areas outside of building and pavement areas.
  - 2. Granular backfill for structural loaded areas.

#### 3.1 PREPARATION

- A. Identify required lines, levels, contours, and datum under provisions of the Division 1 of the Specifications.

#### 3.2 EXCAVATION

- A. General:
  - 1. Make excavations sufficiently wide to enable installation of utilities and allow inspection. Hand trim excavation and leave free of loose matter.
  - 2. Contractor shall excavate, construct and place all pipelines, concrete work, fill and bedding rock, "in-the-dry". "In-the-dry" is defined to be within two percent of the optimum moisture content of the soil.

3. Water level must be a minimum of one foot below bottom of excavation.
4. Remove lumped subsoil, boulders, and rock.
5. Depths: Unless otherwise indicated, excavate to a depth which will allow placement of pipes no less than 3 feet below finished grade. Bedding rock shall conform to ASTM C33 No. 57 aggregate, unless alternative approved by Owner or Owner's representative.
6. When excavation is in rock, over excavate at least 6 inches and backfill with bedding rock (defined above).
7. If the sub-grade is unsuitable, the Contractor shall remove and replace all unsuitable material below pipe with selected common fill or bedding rock, compacted to 95 percent of the maximum density as per AASHTO T-180 modified proctor.
8. Unauthorized excavation is defined as the removal of material beyond the limits needed to establish required grade and subgrade elevations without specific direction of Owner, or Owner's representative. Contractor to correct unauthorized excavation at no cost to the Owner. Fill over-excavated areas under pipe bearing surfaces in accordance with direction by the Engineer.
9. Provide separate trenches for water lines and sewer lines. Provide separation specified in individual utility Sections per FDEP separation requirements.
10. Stockpile excavated material in an area designated on the site. Keep material separate from materials stockpiled for reuse as backfill for structures and lawn areas. Remove excess materials from the site.
11. Where dewatering is to take place, water samples at each dewatering location shall be collected and analytical tests from a certified laboratory for the parameters required in the FDEP GENERIC PERMIT FOR THE DISCHARGE OF PRODUCED GROUND WATER FROM ANY NON-CONTAMINATED SITE ACTIVITY 62-621.300(2)
12. Slope sides of excavations shall comply with local codes, ordinances, and with OSHA requirements. The Contractor shall shore and brace where sloping is not possible due to space restrictions or stability of the material excavated. Sides and slopes shall be maintained in a safe condition until completion of backfilling.

B. Trenches:

1. Bell and spigot type piping:
  - a. Excavate trenches wide enough to allow for proper jointing, bedding and visual inspection of at least the top half of each side of pipe.
  - b. Sewer lines: Unless otherwise indicated, lines will have no less than a drop of 0.40 ft/ft
  - c. Excavate so that bottom is uniformly smooth, and with bell holes scooped out so that the barrel of each length of pipe is fully supported.
2. Copper pipe, PVC pipe and electrical conduit:
  - a. In earth fill below aggregate, excavate to a depth of at least 6 inches below bottoms of runs in final position and backfill with sand. Tamp sand to settle it and provide a smooth surface to uniformly support runs.
  - b. In furrowed out fill aggregate, line trenches with a layer of roofing felt. Place at least 3 inches of sand on top of felt and tamp it smooth.

C. Pit Excavation:

1. Excavate pits for items such as, but not limited to: manholes, catch basins, and grease traps to depths required for proper installation of items.
2. Make bottoms smooth and level.
3. Over excavate sides of pit enough to provide space for construction of forms or masonry work, as required, for proper installation and inspection.

### 3.3 INSPECTION

- A. Verify that stockpiled fill is approved.
- B. Verify that adjacent construction is braced to support surcharge forces imposed by backfilling operations.
- C. Verify areas to be backfilled are free of debris or water.

### 3.4 BACKFILLING

#### A. General:

1. Do not backfill until lines are installed, tested, and approved.
2. Support pipe and conduit during placement and compaction of bedding fill.
3. Backfill to contours and elevations. Backfill systematically, as early as possible, to allow maximum time for settlement. Do not backfill over porous, wet or spongy surfaces.
4. Place and compact fill materials in continuous layers not exceeding 12 inches in loose depth, starting at deepest portion of the fill. The entire surface of the work shall be maintained free from ruts and in such condition that construction equipment can readily travel over any section.
5. Maintain optimum moisture content of backfill materials to attain required compaction density.
6. Remove surplus backfill materials from the site.
7. Leave stockpile areas completely free of excess fill materials.

#### B. Backfilling pipe 4 inches in diameter and larger:

1. Bed pipe a minimum depth of 12 inches and extend pipe spring line. Place bedding to uniformly support pipe along the entire length and tamp to a dense condition.
2. Backfill with approved materials to level of adjacent grades by placing in 12-inch maximum lifts and compacting each lift as specified herein.

#### C. Backfilling pipe less than 4 inches in diameter:

1. Bed pipe a minimum depth of 3 inches and extend to one foot above top of pipe. Place bedding to uniformly support pipe along the entire length and tamp to a dense condition.
2. Backfill with approved materials to level of adjacent grades by placing in 12-inch maximum lifts and compacting each lift as specified herein.
3. For gravity sanitary sewer construction, the first lift of backfill shall be placed to the spring line of the pipe and compacted by hand tamp.

#### D. Backfilling pits for structures:

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1. Do not backfill pits until items have been completed and tested.
2. Concrete, masonry and cast iron items: Backfill with bedding aggregate (No. 57 stone). Place aggregate in one-foot layers and compact each layer after it is placed.
3. Backfilling shall be carried up evenly on all walls of an individual structure. No backfill shall be allowed against walls until the walls and their supporting slabs, if applicable, have attained sufficient strength.
4. In locations where pipes pass through structure walls, the Contractor shall take precautions to consolidate the fill up to the spring line of the pipe. Select common fill in such areas shall be placed for a distance of not less than three feet either side of the centerline of the pipe in level layers on exceeding eight inches in depth.
5. Where items are placed in lawn areas, fill aggregate to within 2 ft. of finished grade, and finish backfilling to grade with earth fill. Tamp and compact earth fill to the same density as adjacent grade materials.
6. Where items are placed in areas covered by paving or other hard surfaced construction, fill with coarse aggregate to bottom of base course.

### 3.5 TOLERANCES

- A. Top surfaces of backfilling: 1 inch.

### 3.6 COMPACTION

- A. Percentage of Maximum Density Requirements:  
Fill or undisturbed soil from the bottom of the pipe trench to one foot above the pipe to the finished grade elevation shall be compacted to a minimum density of 95 percent of the maximum dry density as determined by AASHTO T-180. Right of way or easements with vehicular traffic on top of the pipe shall be compacted to a minimum density of 98% of maximum dry density as determined by AASHTO T-180.
- B. One compaction test location shall be required for each 300 linear feet of pipe and for every 100 square feet of backfill around structures as a minimum. The locations of compaction tests within the trench shall be in conformance with the following schedule:
  1. One test at the spring line of the pipe.
  2. At least one test for each 12-inch layer of backfill within the pipe bedding zone for pipes 24 inches and larger.
  3. One test for each two feet of backfill placed from one foot above the top of the pipe to finished grade elevation.
  4. One test for each two feet of backfill placed from one foot above the top of the pipe to finished grade elevation.
  5. Density testing is required around sanitary manholes. Tests shall be staggered around the manhole within three feet of the structure's outside diameter.
    - i. First test shall be one foot above the structure base; and
    - ii. Second test shall be two feet above first test and subsequent tests every two feet up to finished subgrade.
- C. Contractor shall provide additional compaction and testing prior to commencing further construction if the Engineer's testing reports and inspection indicate that the fill that has been placed is below specified density.

D. Dewatering systems shall not be removed until compaction/ density testing has been completed.

E. Lawn and landscape areas: Compact to 90% of the proctor density specified above.

3.7 CLEAN-UP

A. After work of this Section is completed, leave areas clean and free from debris.

B. After backfill is complete, remove excess earth fill material and spread on the job site in a designated area. Excess aggregate fill shall be removed from the job site and disposed of in accordance with local regulations.

END OF SECTION 312335

SECTION 312340 - BACKFILLING AND FINISH GRADING

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Finish grade sub-soil.
- B. Cut out areas to receive stabilizing base course materials for paving and sidewalks.
- C. Place, finish grade and compact topsoil.

1.2 RELATED WORK

- A. Division One: Testing Laboratory Services
- B. Section 311100: Clearing and Grubbing
- C. Section 312213: Site Excavation
- D. Section 312320: Excavation and Backfill for Structure
- E. Section 312335: Excavating and Backfilling for Service Utilities
- F. Section 317115: Proof-Rolling
- G. Section 329223: Sodding

1.3 PROTECTION

- A. Prevent damage to existing trees to remain, bench marks, pavement, and utility lines. Correct damage at no cost to the Owner.

1.4 QUALITY ASSURANCE

- A. Owner will employ a qualified testing laboratory to observe this work and make tests required. Testing Lab will:
  - 1. Have borrow fill, aggregate, sand and topsoil tested and approved before it is moved to the project site.
  - 2. Observe proof-rolling of site to determine adequacy of in-place soils. If soils are not adequate to bear weights which will be imposed, Testing Lab will direct corrective action to be taken.
  - 3. Test in-place soil and filled and compacted areas. If these are not adequate to bear weights imposed, Testing Lab will advise the Structural Engineer of his recommendations. He will direct any corrective measures that are necessary.
  - 4. Verify quantities of material removed and quantities of material placed, where Unit Prices are involved.

PART 2 - PRODUCTS

2.01 FILL MATERIALS

- A. Refer to these specifications for fill and backfill requirements.

PART 3 - EXECUTION

3.1 BACKFILLING

- A. Examination: Verify fill materials to be reused are acceptable under requirements of the Contract Documents.

B. Preparation:

1. Proofroll subgrade prior to fill placement as specified in Section 31 71 15, and repair unstable subgrades prior to placement.
2. Lime stabilization of subgrade materials will be required to use any high-plasticity on-site soil materials beneath pavement areas. The on-site testing representative shall observe operations and provide compliance testing.

C. Backfilling:

1. Backfill areas are to required elevations with unfrozen specified materials and compact to density equal to or greater than requirements specified below.
2. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.
3. Place and compact materials in continuous layers not exceeding the following thickness in compacted depth:
  - i. Granular fill: 8 inches.
  - ii. Cohesive fill: 8 inches.
4. Maintain soil at optimum moisture content of backfill materials for structurally loaded areas within a range of 0 to +2 percentage points above the optimum moisture content valve to attain required compaction density.

D. Slopes:

1. Make grade changes gradual. Blend slope into level areas.

E. Stockpile areas:

1. Remove surplus backfill materials from the site or dispose of on-site in a designated area.
2. Leave areas completely free of excess materials.
3. Provide runoff BMPs for stockpile areas corresponding to FDOT Index 102.

F. Field quality control:

1. Field inspection and testing will be performed as defined in Division 1 of the specifications.
2. Test and analysis of fill materials will be in accordance with ASTM D698.

3. Compaction testing will be performed in accordance with ASTM D1556 or other method recommended by the Owner's testing agency and acceptable to the Owner's Representative.
4. If test indicates the work of this Section does not meet specified requirements, remove, replace and retest materials at no cost to the Owner.

### 3.2 PROTECTION OF FINISHED WORK

- A. Recompact fills subjected to vehicular traffic.

### 3.3 SCHEDULE

- A. The paragraphs below identify location, fill material to be used (identified from lower to upper fill material), compacted thickness of each fill, and compaction expressed as a percentage of maximum density and optimum moisture in comparison with soil proctor specified above.
- B. Seeded, sodded and landscaped areas: Engineered or earth fill to 6 inches below finish grade, compacted to 90%.
- C. Asphalt Paving: Engineered fill to 18" below bottom of base course compacted to 95%. Upper 18" of subgrade shall be compacted to 98%.
- D. Concrete paving: Engineered fill to 18" below bottom of base course compacted to 95%. Upper 18" of subgrade shall be compacted to 98%.
- E. Concrete walks and pads: Engineered fill to bottom of aggregate course, compacted to 95%.

### 3.4 PLACING TOPSOIL

- A. Place topsoil in areas where seeding, sodding, and planting is to be performed. Place to the following minimum depths, up to finished grade elevations:
  - a. 6 inches for seeded areas.
  - b. 6 inches for sodded areas.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles and contours of sub-grades.
- D. Remove stone, roots, grass, weeds, debris and other foreign material while spreading.
- E. Manually spread topsoil around trees and plants to prevent damage which may be caused by grading equipment.
- F. Lightly compact placed topsoil.

### 3.5 CLEAN-UP

- A. Upon completion of work of this Section, clean up and leave area free of debris, excess material, and equipment.
- B. Any excess earth shall be disposed of on-site by the contractor in an area to be designated by the owner's representative.

END OF SECTION 312340

SECTION 317115 - PROOF ROLLING

PART 1 - GENERAL

1.2 RELATED WORK

- A. Section 310550: Site Excavation
- B. Section 312340: Backfilling and Finish Grading

1.3 QUALITY ASSURANCE

- A. The Owner will employ a testing agency to observe proof-rolling operations and make required test.
- B. Do not perform proof-rolling operations unless testing agency personnel are present.
- C. Neither proof-rolling operations nor subsequent fill operations will be acceptable for payment unless testing agency personnel views proof-rolling.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Vehicle: Loaded rubber tired dump truck having a single axle weight of approximately 30,000 lbs, or similar equipment.

PART 3 - EXECUTION

3.1 PROOF-ROLLING

- A. Areas to proof-roll:
  - 1. Areas to be covered by construction.
  - 2. Areas to be covered with fill.
  - 3. Lawn areas attained by excavation.
  - 4. Areas 10 feet beyond the above areas in all directions.
- B. Observation: Run Vehicle at normal walking speed so that the testing agency personnel may observe the ground at all times. Testing personnel will conduct additional test they deem necessary to determine existing conditions. Testing personnel will direct remedial actions they deem necessary.

3.2 REMEDIAL WORK

- A. Remedial work required by testing agency after viewing proof-rolling operations are specified in individual sections requiring proof-rolling.
- B. Provide Lime stabilization in accordance with the Florida State Department of Highways and Public Transportation - latest Edition.

END OF SECTION 317115

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## SECTION 320523 - SITE CONCRETE WORK

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. Formwork complete with required shoring, bracing and anchorage.
- B. Concrete reinforcing, complete with required supports, spacers and related accessories.
- C. Cast-in-place concrete.
- D. Construction, expansion and contraction joints.

#### 1.2 RELATED WORK

- A. Section 312213: Site Excavation
- B. Section 312340: Backfilling and Finish Grading
- C. Section 321723: Pavement Marking
- D. Section 033519: Dry Shake Colored Concrete Hardener

#### 1.3 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301. Maintain one copy at the job site.
- B. Obtain materials from the same source throughout.
- C. Do not place concrete when base surface temperature is less than 40°F or forecast to go below 40° for 24 hours, and when surfaces are wet.

#### 1.4 REGULATORY REQUIREMENTS

- A. Comply with local codes and ordinances for concrete work on public property.

#### 1.5 TESTS

- A. Testing and analysis will be performed in accordance with practices specified elsewhere in the specifications.
- B. Submit the proposed mix design of each type of concrete at least two weeks prior to commencement of concrete work.
  - 1. Base material proportions on ACI procedures.
  - 2. Show type of materials, slump range, air content, aggregate gradation and 28 day compressive strength.

- C. The Owner's testing agency will take cylinders and perform slump and air entrainment tests in accordance with ACI 301.
  - 1. Four test cylinders will be taken for every 75 (or less) cubic yards of concrete placed each day.
  - 2. One slump test and air entrainment test will be taken for each set of cylinders taken.
- D. Verify results of tests for compliance with the Contract Documents.

#### 1.6 SUBMITTALS

- A. Submit product data on joint filler, admixtures and curing compounds including properties, chemical composition and installation instructions.
- B. Submit shop drawings showing sizes and locations of reinforcing, splicing details and other pertinent installation details.
- C. Submit certification that concrete materials comply with referenced standards.
- D. Use Materials and Resources Form to report materials' recycled content, local/regional content, and cost for MR Credits 4 & 5 per section 018113.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Concrete materials:
  - 1. Cement: ASTM C150 Type I Portland cement, gray color.
  - 2. Aggregates: ASTM C33.
  - 3. Water: Clean and not detrimental to concrete.
- B. Form materials:
  - 1. Forms: Wood or steel form material profiled to suit conditions.
  - 2. Joint filler: ASTM D994 bituminous type, 1/2 inch thick.
  - 3. Form release agent: Colorless mineral oil which will not stain concrete or absorb moisture.
  - 4. Fillets for chamfered corners: Wood or plastic strips sized to make a 3/4 inch chamfered corner, maximum possible lengths.
- C. Reinforcement:
  - 1. Reinforcing steel: ASTM A615 Grade 60, deformed billet steel bars, uncoated finish.
  - 2. Welded wire fabric: ASTM A185 plain type in flat sheets, uncoated finish.
  - 3. Tie wire: Minimum 16 gauge annealed steel.
  - 4. Dowels: ASTM A615 Grade 40 plain steel, uncoated finish.
- D. Admixtures:
  - 1. Air entrainment: ASTM C260.

2. Water reducing: ASTM C494 Type F high range.
  3. Accelerating: ASTM C494 Type C.
  4. Set-retarding: ASTM C494 Type B.
- E. Joint sealer: ASTM D1190 hot poured elastic type.
- F. Curing compound: ASTM C309, Type 1-D, Class 2, 30% solids.
- 2.2 CONCRETE MIX
- A. Mix concrete in accordance with ASTM C94.
1. Air entrained to result in a 4 percent plus/minus 1 percent air.
  2. Maximum slump of 4 inches.
- B. Compressive strength:
1. Sidewalks, pads, curbs and gutters: 3500 psi at 28 days.
  2. Vehicular pavements: 4000 psi at 28 days.
- C. Accelerating Admixtures: Use in cold weather only when approved by the Engineer. Use of admixtures will not relax cold weather placement requirements.
- D. Set Retarding Admixtures
1. Use set-retarding admixtures in hot weather only when approved by the Engineer.
- E. Do not add calcium chloride to concrete.

### PART 3 - EXECUTION

#### 3.1 PREPARATION OF BASE

- A. Verify that the supporting base is properly prepared and compacted, and true to line and grade.
- B. Moisten base to minimize absorption of water from fresh concrete.
- C. Notify the Engineer a minimum of 24 hours prior to commencement of concreting operations.
- D. Frames of subsurface structures: Coat surfaces of new and existing frames with oil to prevent bonding with concrete.
- E. Notify the Owner's testing agency a minimum of 72 hours prior to commencement of concreting operations.

#### 3.2 FORM WORK

- A. Form Setting:
  1. Place and secure forms to correct locations, dimensions and profiles.

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2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
3. Construct forms sufficiently tight to prevent mortar leakage. Lock form section to be free from ply or movement in any direction.
4. Place joint fillers vertical in position, in straight lines. Secure to formwork during concrete placement.
5. Provide chamfers at all exposed concrete edges.
6. Apply form release agent to form surfaces in accordance with the manufacturer's printed instructions, before placing reinforcing and embedded items.

B. Grade and Alignment:

1. Check and correct the alignment and grade elevation of the forms immediately before placing the concrete.
2. When any form has been disturbed or any grade has become unstable, reset and recheck the form.

3.3 REINFORCEMENT

- A. Ensure all reinforcing is clean, and free of rust, scale, oil, dirt or other materials which may reduce bonding.
- B. Have required bends made in the shop without heat.
- C. Place reinforcement in accordance with approved shop drawings.
- D. Interrupt reinforcement at expansion joints.
- E. Support reinforcing with precast concrete blocks, metal chairs or other method approved by the Engineer. Supporting with gravel, brick or wood blocks is not permitted.

3.4 GENERAL CONCRETE PLACEMENT

- A. Place concrete in accordance with ACI 301. When central or transit mixed concrete is used, place the mixture where it will require as little rehandling as possible.
- B. Keep forms and subgrade moist during concrete placement.
- C. Ensure reinforcement, embedded items and formed joints are not disturbed during concrete placement.
- D. Do not allow concrete to free fall more than 3 feet.
- E. Distribute and spread concrete as soon as possible. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- F. Thoroughly work concrete with suitable tools to remove coarse aggregate from the surface and to place mortar against the form. Work concrete to produce a smooth finish, free of air pockets, water pockets and honeycombs.

- G. Consolidate concrete against and along the faces of all forms and along the full length and on both sides of all joint assemblies with a suitable mechanical vibrator. Do not permit the vibrator to come in contact with forms, joint assemblies or subgrade. Do not over vibrate concrete or use the vibrator to transport or flow concrete.
- H. Ensure positive drainage to all drains and away from all window sills and door openings, unless specifically noted otherwise.

### 3.5 PAVEMENTS

- A. Longitudinal lines: Sawed or preformed, 1-4 inch wide x 1-1/2 inch deep, at approximately 12 ft. o.c. with equal spacing between slabs and parallel to the direction of travel.
  - 1. Joint Face: Metal key-way type with metal or wood forms.
  - 2. Tie bars: 1/2 inch diameter bars at 48 inches o.c.
  - 3. Place joint sealant to a minimum depth of 1/2 inch with approved backer materials.
- B. Transverse contraction and construction joints: 3/8 inch wide x 1/2 inches deep, at approximately 12 ft. o.c. and perpendicular to the direction of travel.
  - 1. Joints may be saw-cut, formed by hand of premolded filler.
  - 2. Provide load transfer device consisting of 3/4 inch diameter smooth dowels at 12 inches o.c. Coat dowels with a thick film of heavy grease on one end. Minimum dowel embedment to be 6".
  - 3. Place joint sealant to a minimum depth of 1/2 inch with approved backer materials.
- C. Isolation Joints: Isolate objects abutting or adjacent to paved areas with premolded filler extended the full depth of the slab..
- D. Finishing:
  - 1. Finish concrete in the following sequence: Strike-off, consolidation, floating and removal of laitance.
  - 2. Provide light broom texture transverse to traffic flow direction.
  - 3. Round edges of each side of joints to an inch radius.
- E. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturers printed instructions for the application.

### 3.6 CURBS AND GUTTERS

- A. Joints: Construct edges and joints as indicated.
  - 1. Expansion joints: Premolded joint filler at no more than 50 ft. o.c. Extend to within 1/4 inch of the surface.
  - 2. Contraction joints: Score joints at minimum spacing of 10 ft. o.c.
  - 3. Construct edges and joints as indicated.
- B. Provide for curb cuts, wheel chair ramps and drainage ways as indicated.

- C. Install premolded joint filler where curbs adjoin adjacent structures.
- D. Match existing curbs and curb and gutter sections flush.
- E. Hand work curbs as necessary to match drainage structures flush.
- F. Finishing: Finish with a light broom texture.
- G. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturer's printed instructions for the applications.

### 3.7 WALKS

- A. Construct to general grade and spot elevations indicated. Wavy walks or walks that pond water are not acceptable.
- B. Construct with turned-down edges where indicated.
- C. Place short vertical curves where necessary and where change in grade exceeds 2%. Do not exceed 1/2 inch/ft. slope within 2 feet of top and bottom steps. Crown 1/4 inch/ft. or cross slope to maintain drainage.
- D. Joints:
  1. Install 1/2 inch premolded joint filler at no more than 25 feet o.c., at walk junctions and intersections, at top and bottom of steps, and where walks abut curbs, building, slabs or other fixed objects. Extend to within 1/4 inch of the surface.
  2. Install expansion joints in irregular walk sections at right angles to the walk centerline to create panels not exceeding 250 sq ft. Extend the full depth of the slab.
  3. Score joints at minimum spacing of 5 ft. o.c. With a suitable edging tool.
- E. Finishing:
  1. Slopes exceeding 5%: Finish with a bolted or heavy broom texture.
  2. Other surfaces: Finish with a light broom texture.
  3. Round edges, including each side of joints and grooves, to a 1/4 inch radius.
  4. Finish walks to be 1/4 inch above curb, and with a neat bevel at termination with curbs.
- F. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturer's printed instructions for the application.
- G. Protection: Do not remove forms until at least 24 hours after paving. Protect walks from pedestrian traffic and applied loads for at least three days after paving.

### 3.8 DUMPSTER PAD

- A. Install pad in accordance with the general and spot elevations indicated. Provide a crown or cross slope at a minimum of inch/ft. across the pad.
- B. Construct the leading edge to form an exposed 8-inch barrier wall.
- C. Isolate footings from the pad with premolded joint filler.
- D. Finish pad surface and exposed edges to a smooth trowel finish.
- E. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacturer's printed instructions for the application.
- F. Protection: Do not remove forms for at least 24 hours after completion of concrete placement. Do not allow any traffic or other loading on pad until test data reveals design strength has been attained.

### 3.9 EQUIPMENT PAD

- A. Install pad in accordance with the general contours and spot elevations indicated. Provide a crown or cross slope at a minimum of 1/4 inch/ft. across the pad.
- B. Place pad in minimum 4 inch thickness of granular fill, placed and compacted as specified in Section 31 23 40.
- C. Chamfer exposed edges 3/4 inch.
- D. Finish exposed surfaces to have a light broom texture finish.
- E. Curing: Uniformly apply curing compound over the entire surface after finishing, initial set and removal of side forms, in accordance with the manufacture's printed instructions for the application.
- F. Protection: Do not remove forms for at least 24 hours after completion of concrete placement. Do not allow any traffic or other loading on pad until test data reveals design strength has been attained.

### 3.10 SIGN POST FOUNDATION

- A. Post footings may be cast if excavations remain stable. Place forms if excavations will not remain stable.
- B. Place concrete to level of adjacent grades with slight crown to shed water.
- C. Ensure signposts are plumb prior to initial set.

### 3.11 PROTECTION

- A. Protect installed items under provisions of Division 1 of the Specifications. In addition to specific protection measures specified above.

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1. Immediately after placement, protect pavement from premature drying, excessive temperatures and from mechanical injury. Maintain environmental and barrier protection for seven days after placement.
2. Maintain concrete with a minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
3. Protect concrete form paint and stains.

3.12 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with practices specified elsewhere in the specifications.
- B. Maintain records of placed concrete items. Record:
  1. Date.
  2. Location of pour.
  3. Quantity.
  4. Air temperature.
  5. Test samples taken.

END OF SECTION 320523

SECTION 321100 - BASE COURSE FOR PAVEMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Preparing subgrade to receive a base or pavement.
- B. Placing and compacting base material.

1.2 RELATED WORK

- A. Division 1: Testing Laboratory Services
- B. Section 311100: Clearing and Grubbing
- C. Section 312213: Site Excavation
- D. Section 320523: Site Concrete Work
- E. Section 321216: Asphaltic Concrete Paving

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with the Florida State Department of Highways and Public Transportation - latest Edition, hereinafter referred to as "State Highway Specifications."
- B. Qualifications of Asphaltic Concrete Producer: Use only materials which are furnished by a bulk asphaltic concrete producer regularly engaged in production of hot-mix, hot-laid asphaltic concrete.
- C. Owner will provide material testing and inspection for quality control during paving operations.

1.4 REFERENCE STANDARDS

- A. Gradation of stone materials will be performed in accordance with ASTM C136.

1.5 SUBMITTALS

- A. Use Materials and Resources Form to report materials' recycled content, local/regional content, and cost for MR Credits 4 & 5 per section 018113.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Mineral aggregate base (flexible base material, FBM) for asphaltic concrete pavement:
  - 1. Division 300, State Highway Specifications.

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## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Verify compacted subgrade is dry and has been approved to receive the work of this Section.
- B. Verify gradients and elevations of subgrade are correct.
- C. Field Quality Control
  - 1. Proofroll subgrades that have been exposed to weather under provisions of Section 31 71 15. Repair any areas that received lime stabilization which show evidence of cracking or deterioration.
  - 2. Remove materials identified by Testing Agency Personnel. Backfill and compact such areas as specified in Section 31 23 40.

### 3.2 PLACING BASE COURSE

- A. Perform aggregate blending by approved stationary or travel plant methods. Mixing in stockpiles or on roadway will not be acceptable.
- B. Spread base material uniformly over the area to produce required lines, grades and cross-sections after compaction.
  - 1. Indicated thickness of 6 inches or less may be constructed in a single course.
  - 2. Spread and compact thickness greater than 6 inches in at least 2 courses.
- C. Level and contour surfaces to the elevations and gradients indicated.
- D. Compact each layer to 100% of the maximum dry density as determined by ASTM D 698.
- E. Adjust moisture content to achieve near optimum moisture content prior to compaction. If excess water is apparent, scarify aggregate and aerate to reduce the moisture content.
- F. Use mechanical hand tamping equipment in areas inaccessible to compaction equipment.
- G. Conduct one density test, in accordance with ASTM D2167, for each 2500 sq. yds. of in-place material, but in no case, not less than one daily for each layer.

### 3.3 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with a 10 ft straight edge.
- B. Scheduled compaction thickness: Within 1/4 inch.
- C. Variation from true elevation: Within 1/2 inch.

### 3.4 FINISHING AND MAINTENANCE

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- A. Finish surfaces by rolling with a smooth steel wheel roller. Water the surface and spread loose stones prior to rolling.
- B. Repair soft, yielding areas that develop in the final rolling.
- C. Maintain final surface in smooth and uniform condition until base course is covered by subsequent pavement construction.
- D. Protect surface from silting or erosion until placement of final pavement construction.
- E. Where areas are disturbed by traffic, weather or other means, grade and recompact as necessary.

END OF SECTION 321100

SECTION 321216 - ASPHALTIC CONCRETE PAVING

PART 1 - GENERAL

1.1. WORK INCLUDED

- A. Mixing, spreading, compacting and finishing of bituminous pavements for base, leveling and surface courses on roads, parking lots, and other areas.

1.2 RELATED WORK

- A. Division One: Testing Laboratory Services
- B. Section 312213: Site Excavation
- C. Section 321100: Base Course for Pavement
- D. Section 312340: Backfilling and Finished Grading
- E. Section 321723: Pavement Marking

1.3 QUALITY ASSURANCE

- A. Perform work in accordance with the Florida Department of Transportation, Road and Bridge Specifications, latest Edition, hereinafter referred to as "State Highway Specifications." Measurements and payments portions of those State Specifications do not apply to work performed under this contract.
- B. Mixing plant: Comply with requirements of State Highway Specifications.
- C. Qualifications of Asphaltic Concrete Producer: Use only materials which are furnished by a bulk asphaltic concrete producer regularly engaged in production of hot-mix, hot-laid asphaltic concrete.

1.4 PAVING QUALITY REQUIREMENTS

- A. General: In addition to other specified conditions, comply with the following minimum requirements.
  - 1. Test in-place asphaltic concrete courses for compliance with requirements for density, thickness and surface smoothness.
  - 2. Provide final surfaces or uniform texture, complying with required grades and cross-sections.
  - 3. Take not less than 4 in. diameter pavement specimens for each completed course, from locations as directed by Owner's Representative.
  - 4. Repair holes from test specimens as specified for patching defective work.
- B. Density

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1. Compare density of in-place material against laboratory specimen of same asphaltic concrete mixture, when subjected to 50 blows of standard Marshall hammer on each side of specimen.
2. Minimum acceptable density of in-place course material is 97% of the recorded laboratory specimen density.

#### 1.5 REGULATORY REQUIREMENTS

- A. Comply with applicable local standards, codes and ordinances for paving work on public property.

#### 1.6 TESTS

- A. Testing and analysis of asphaltic mix will be performed under provisions of Division One.

#### 1.7 SUBMITTALS

- A. Samples: Provide samples of materials for laboratory testing and job-mix design as required by Owner's Representative.
- B. Certificates:
  1. Provide certificates, in lieu of laboratory test reports.
  2. Certify that materials comply with specification requirements.
  3. Signed by asphaltic concrete producer and Contractor.
- C. Use Materials and Resources Form to report materials' recycled content, local/regional content, and cost for MR Credits 4 & 5 per section 018113.

#### 1.8 ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt when the base surface temperature is less than 40° F.
- B. Do not apply materials when substrate is wet or contains sufficient moisture to prevent uniform distribution and proper penetration.

#### PART 2 - PRODUCTS

- A. Primer: Class MC-30 medium curing liquid asphalt in accordance with AASHTO M82.
- B. Tack Coat: AASHTO M-140 emulsified asphalt, diluted with equal parts of water.
- C. Asphalt Cement: ASTM D946, 60-70 penetration grade.
- D. Aggregate: Sound and durable, angular crushed stone, sand or slag.
  1. Coarse aggregate: ASTM D692
  2. Fine aggregate: ASTM D1073

- E. Mineral filler: Shall meet the requirements of AASHTO M17 finely ground particles of limestone, hydrated lime, portland cement, or other approved mineral dust, free from foreign matter.
- F. Stamped Asphalt: Shall be by Paveway Systems, or approved equal using “Diagonal Herringbone” pattern in “Brick Red” color. Installation to be per manufacturer’s specifications.

2.2 ASPHALT PAVING MIX

- A. Use dry materials to avoid foaming. Mix uniformly.
- B. Mix designation: State Highway Specification Sections as follows:
  - 1. Asphaltic Concrete Surface Course: Division 300
  - 2. Asphaltic Binder Course: Division 300.
- C. Job mix formula: Base on the Marshall design method for compaction of 50 blows each side of specimen and the following test criteria:
  - 1. Refer to specific criteria contained within the geotechnical report prepared by Terracon Consultants, Inc., dated November 1st, 2013.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify compacted subgrade is dry and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.
- C. Beginning of installation means acceptance of substrate.

3.2 PREPARATION

- A. Prepare mix materials and place of deposit in accordance with referenced state highway specifications.
- B. Prime Coat:
  - 1. Apply over substrate in accordance with the manufacturers printed instructions at the rate of .3 gal/sq. yd.
  - 2. Use clean sand to blot excess primer. Use only enough sand to prevent pick-up under traffic. Remove loose sand before paving.
- C. Tack Coat:
  - 1. Apply to contact surfaces of concrete items which abut pavement.
  - 2. Apply to contact surfaces of existing asphalt or concrete pavement at the rate of .05 to .15 gal/sq yd of surface.

- D. Frames of subsurface structures:
1. Coat surfaces of new and existing frames with oil to prevent bond with asphalt paving.
  2. Set to be flush with finish surface and surround with a ring of compacted asphaltic concrete to one inch below top of frame. Adjust as required to meet paving.
  3. Provide temporary covers over openings until completion of rolling operations.

### 3.3 PLACING ASPHALT PAVEMENT

- A. Place materials in accordance with referenced State Highway Specifications.
- B. Place, spread and strike-off to compacted thickness indicated with paving machine, except that inaccessible and small areas may be placed by hand.
- C. Compact pavement by rolling. Do not displace or extrude pavement from position. Hand compact area inaccessible to rolling equipment.
1. Average relative density: Minimum of 97%.
  2. Individual relative density: Minimum of 94%.
- D. Develop rolling with consecutive passes to achieve even and smooth finish of uniform texture, without roller marks.
- E. Make joints between successive days work, or between old and new pavements in accordance with referenced State Highway Specifications. Ensure a continuous bond is attained.

### 3.4 TOLERANCES

- A. Flatness:  $\pm 1/4$ -inch measured with a 10 ft. straight edge.
- B. Compacted scheduled thickness:  $\pm 1/4$ -inch of design thickness.
- C. Variation from true elevation: 0.05 feet.

### 3.5 PATCHING

- A. Remove defective or deficient areas for full depth of course.
1. Cut sides parallel and perpendicular to direction of traffic with edges vertical.
  2. Apply tack coat to exposed surfaces and place asphalt on prepared surfaces as specified above.
- B. Repair and patch holes resulting from test cores as specified above.

### 3.6 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed as defined in Division 1 of the specifications.

### 3.7 PROTECTION

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- A. Immediately after placement, protect pavement from mechanical injury for 7 days.
  - B. Cover openings of substrate structures in paved area until permanent coverings are placed.
- 3.8 SCHEDULE OF PAVEMENT SECTIONS

- A. Place and compact materials to the thickness called for on the Drawings.

END OF SECTION 321216

## SECTION 321723 - PAVEMENT MARKING

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. Marking of pavement including surface preparation and painting on bituminous or concrete surface.
- B. Perform work in accordance with the Florida Department of Transportation, Road and Bridge Specifications, latest Edition, hereinafter referred to as "State Highway Specifications." Measurements and payments portions of those State Specifications do not apply to work performed under this contract.

#### 1.2 ACCEPTANCE PROCEDURE

- A. Typical Sample Analysis
- B. Certification that paint meets requirements

#### 1.3 SUBMITTALS

- A. Use Materials and Resources Form to report materials' recycled content, local/regional content, and cost for MR Credits 4 & 5 per section 018113.

### PART 2 - PRODUCTS

#### 2.1 THERMOPLASTIC TRAFFIC STRIPING

- A. Comply with requirements of State Highway Specifications. Striping to be per plans and FDOT Index 17346
- B. Substitutions: Materials of the same function and performance are acceptable under provisions defined in Division 1 of the Specifications.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Prepare surface and apply paint with provisions of consistent agitation of paint with guns capable of applying a solid consistent marking.
- B. Apply paint markings to have true, sharp edges and ends, with lines of correct lengths, widths and curvatures. Paint application to be performed in accordance with manufacturer's recommendations.
- C. Protection:
  - 1. Take precautions necessary to insure that paint does not soil adjacent surfaces.

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2. Place warning signs and traffic cones or similar devices to protect markings from being tracked by pedestrians or vehicles.
3. Efface any tracked paint from adjacent areas and repair pavement markings.

END OF SECTION 321723

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## SECTION 333000 - SANITARY SEWAGE SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED WORK

- A. Section 221400: Storm Drainage System
- B. Section 312335: Excavating and Backfilling for Service Utilities
- C. Section 320523: Site Concrete Work
- D. Building sanitary sewage piping and connection.

#### 1.2 SUBMITTALS

- A. Submit items under provisions of Division 1 of the Specifications.
- B. Submit manufacturer's installation instructions for pipe and fitting joints.
- C. Submit manufacturer's certifications that materials meet the standards specified herein.

#### 1.3 PROJECT RECORD DOCUMENTS

- A. Submit reproducible record drawings showing sewer construction.
- B. Accurately record location of pipe runs, connections, manholes, cleanouts, and invert elevations. Also, identify discovery of uncharted utilities.
- C. Have record documents certified by a land surveyor or civil engineer licensed in the state where the Project is located.

#### 1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site and handle under provisions established in Division 1 of the Specifications.
- B. Store and protect materials under provisions established in Division 1 of Specifications.

#### 1.5 SITE PROTECTION

- A. Protect existing utilities, sidewalks, curbs, pavements, slabs, and other structures from damage during the execution of work during this Section.
- B. When necessary to remove or relocate existing utilities or structures to execute the work of this Section, repair or replace the items under the applicable provisions of the Contract Documents.
- C. Any removal or replacement of existing facilities will be considered incidental to the scope of the work of this Section and no additional payment will be allowed.

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## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. PVC pipe: ASTM D3034, SDR 35 with ASTM D3212 bell and spigot joints and ASTM F477 rubber gaskets.
- B. Ductile iron pipe: Pipe and fittings shall conform to the requirements of ANSI 21.51/AWWA C-151. Pipe class shall be 52.
- C. Couplings for dissimilar pipe: Compression type rubber meeting test requirements of ASTM C425, Table 2.
- D. Cleanouts:
  - 1. Pipe: ASTM D3034, SDR 35 long sweep 1/4 bend or combination wye and 1/8 bend, diameter same as main.
  - 2. Cover: Cast iron by Neenah or Josam.
  - 3. Concrete: 3000 psi at 28 days, as specified in Section 32 05 23.
- E. Manholes:
  - 1. Frame and grate: ASTM A48 Class 30 grey iron with machined surface and smooth bearing by Model USF 225-AS, or approved equal.
  - 2. Cast-in-place concrete: 3000 psi at 28 days, as specified in Section 32 05 23.
  - 3. Precast concrete: ASTM C478 4000 psi, reinforced, with preformed plastic gaskets meeting FS SS-S-00210.
  - 4. Brick: ASTM C32 Grade MS.
  - 5. Mortar: ASTM C270 Type S, using ASTM C150 Type II portland cement, ASTM C33 sand and potable water.
  - 6. Ladder bars: Aluminum alloy or No. 3 reinforced bar encapsulated in polypropylene.
  - 7. Coal tar: Military Specification MIL-C-15203 C.
  - 8. Resilient connectors: ASTM C93.
- F. Miscellaneous cast-in-place concrete: As specified in Section 32 05 23; 2-4 inch slump.
  - 1. Pipe encasement: 2500 psi at 28 days.
  - 2. Structural: 3500 psi at 28 days.

## PART 3 - EXECUTION

Sanitary sewerage systems shall be installed per Town of Inverness Utilities Standards and Construction Specifications for sanitary sewer installation. The contractor is responsible for obtaining a copy of the specifications from Town of Inverness Utilities.

### 3.1 PREPARATION

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- A. Contractor shall install system in accordance with the Town of Inverness Utilities Standards and Construction Specifications requirements. The contractor shall follow the Town Utilities Specifications when they are stricter or conflict with these specifications.
- B. Contractor shall excavate, construct and place all pipelines, concrete work, fill and bedding rock, "in-the-dry". "In-the-dry" is defined to be within two percent of the optimum moisture content of the soil.
- C. Water level must be a minimum of one foot below bottom of excavation.
- D. Depths: Unless otherwise indicated, excavate to a depth which will allow placement of pipes no less than 3 feet below finished grade. Bedding rock shall conform to ASTM C33 No. 57 aggregate, unless alternative approved by Owner or Owner's representative.
- E. If the sub-grade is unsuitable, the Contractor shall remove and replace all unsuitable material below pipe with selected common fill or bedding rock, compacted to 95 percent of the maximum density as per AASHTO T-180 modified proctor.
- F. Notify the Engineer prior to installation.
- G. Layout intended work, verify installation depths and flag existing utilities. Notify the Architect of discrepancies prior to installation.
- H. Verify that trench has been properly excavated and bedding material placed in accordance with Section 31 23 35.
  - 1. Where trench bottoms are at incorrect elevations, excavate as necessary and place specified bedding thickness, or place additional bedding as applicable.
  - 2. Grade bedding to provide uniform support of pipe including allowance for pipe hubs.
- I. Ensure water control in trenches and pits is maintained under provision of Division 1 of the Specifications.
- J. Stockpile excavated material in an area designated on the site. Keep material separate from materials stockpiled for reuse as backfill for structures and lawn areas. Remove excess materials from the site.
- K. Where dewatering is to take place, water samples at each dewatering location shall be collected and analytical tests from a certified laboratory for the parameters required in the FDEP GENERIC PERMIT FOR THE DISCHARGE OF PRODUCED GROUND WATER FROM ANY NON-CONTAMINATED SITE ACTIVITY 62-621.300(2)
- L. Slope sides of excavations shall comply with local codes, ordinances, and with OSHA requirements. The Contractor shall shore and brace where sloping is not possible due to space restrictions or stability of the material excavated. Sides and slopes shall be maintained in a safe condition until completion of backfilling.

3.2 INSTALLATION OF SANITARY SEWER PIPE

- A. Installation of PVC pipe shall conform to ASTM D-2321. Installation of ductile iron pipe shall conform to requirements of ANSI 21.10/AWWA C-110. Install in dry trenches to line and grade indicated. Employ necessary means to maintain accurate grade control. Lay pipe from downgrade to upgrade with pipe bells facing upgrade. Maintain minimum lateral separating of 10 feet between water and 5 feet between all other utilities.
  - 1. When crossing waterlines, maintain 12 inches minimum between top of sewer and bottom of waterline as specified by FDEP criteria.
  - 2. Where above clearance cannot be attained by altering grade of sewer pipe or relocation of water pipe, relocate water line below sewer with 18 inches minimum between bottom of sewer and top of waterline, and encase sewer in concrete for a distance of 10 feet on each side of crossing. Encase water pipe joints in concrete within 10 feet of crossing.
  - 3. If water control measures fail to maintain dry trenches, coarse granular material may be placed in trench bottoms as necessary to maintain water level below pipe invert.
- B. Assemble pipe joints and fittings in accordance with the manufacturers' printed instructions for the application.
  - 1. Coordinate connection of service laterals to building service lines.
  - 2. Join dissimilar pipe with approved compression couplings.
  - 3. Connect sewer mains into existing manholes by cutting into structure at required elevation and grouting pipe to be flush with inside edge of manhole. Reconstruct invert to provide a smooth flowline. Cover sewer line with concrete capping at least 6 inches above and around sides of pipe where cover is less than 36 inches.

### 3.3 INSTALLATION OF MANHOLES

- A. Install in dry pits to line and grade indicated, per Specification 31 23 35.
- B. Construct inverts of cast-in-place concrete or brick and masonry fill. Make changes in invert cross section gradually from side to side of manhole, totaling 0.1ft of drop. Make changes in flow direction with true curves of as large a radius as possible per detail in plans and Town of Inverness specifications.
- C. Construct manhole so that the top of the base is at the elevation of the invert of the lowest pipe entering the manhole. Install steps as required by the local utility district. Coat inside surfaces with 12 mil thickness of coal tar epoxy when required by the local utility district.
  - 1. Masonry and cast-in-place type: Grout inside and outside surfaces to make watertight.
  - 2. Precast type: Provide flexible neoprene boots in precast manholes as required by local utility district, and flexible joint sealing compound between manhole sections.
  - 3. Drop manholes: Construct manholes to be drop type when difference between invert elevations of two or more pipes is 24 inches or greater. Use drop pipe and fittings of the same diameter as pipe entering manholes. Support drop connection with cast-in-place concrete as required by the local utility district.

### 3.4 ACCEPTANCE TESTING

- A. Demonstrate that pipe and manholes are laid true to line and grade. Provide labor and equipment necessary to assist demonstration.
  - 1. Verify insert elevations and pipe gradients of installed items.
  - 2. "Lamp" lines between manholes. If lamping indicates a possibility of pipe deflection, pull an approved mandrel with a diameter of 95% of the pipe diameter from manhole to manhole. Replace sections not permitting the mandrel to pass at no additional cost.
- B. Demonstrate proper gradient of pipe segments by flooding and visual inspection.
  - 1. After flooding, verify water drains off so that the depth of water remaining is no greater than 1/2 inch in pipes less than 36 inches in diameter and 3/4 inch in pipe 36 inches in diameter and greater.
  - 2. Replace pipe segments with puddling in excess of that specified above at no additional cost.
- C. When requested by the Architect or local utility district, demonstrate that pipe and manholes are watertight by low air pressure testing, infiltration testing or exfiltration testing. Repair pipe segments or manholes failing to pass leakage test at no extra cost.
- D. The system will not be acceptable until leaks and other defects are repaired.

END OF SECTION 333000

## SECTION 334000 - STORM DRAINAGE SYSTEMS

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. Installation of storm drainage systems.

#### 1.2 RELATED WORK

- A. Section 312335: Excavating and Backfilling for Service Utilities.
- B. Section 320523: Site Concrete Work

#### 1.3 REGULATORY REQUIREMENTS

- A. Comply with requirements of authorities having jurisdiction for materials and installation of work of this Section.

#### 1.4 PROJECT RECORD DOCUMENTS

- A. Submit documents under provisions of Division 1 of the specifications.
- B. Accurately record locations of pipe runs, connections, catch basins, manholes, clean-outs and invert elevations.
- C. Identify and describe discovery of uncharted utilities.

### PART 2 - PRODUCTS

#### 2.1 PIPE MATERIALS

- A. Reinforced concrete pipe: ASTM C76 Class III, with Wall Type B mesh reinforcement, with bell and spigot end joints, size as indicated. Provide mortar joints.
- B. PVC pipe: ASTM D3034, SDR of 35 or equal, bell and spigot type, solvent sealed end joints, size as indicated.
- C. Fittings: Same material as pipe, molded or formed to suit pipe size and end design, in configurations required.

#### 2.2 CATCH BASINS

- A. Lid and frame: Cast iron construction, hinged lid linear grill lid design with lock down fasteners (as noted on the plans), size as indicated on plans.
- B. Shaft and cone section:

1. Precast type: Reinforced precast concrete pipe sections of shape and size indicated, lipped male/female dry joints.
  2. Cast-in-place type: 3000 psi concrete as specified in Section 02516, detailed as indicated.
  3. Masonry type: ASTM C32 Grade MS manhole brick, and ASTM C270 Type S mortar made with ASTM C150. Type II Portland cement, ASTM C33 sand and potable water.
- C. Base pad: 3000 psi concrete of type specified in Section 32 05 23, leveled top surface to receive concrete shaft sections, and sleeved to receive pipe sections.

### 2.3 MANHOLES AND CLEANOUTS

- A. Lid and frame: Cast iron construction, with removable lockable closed lid, size as indicated on plans.
- B. Shaft and cone section:
1. Reinforced precast concrete pipe sections of shape and size indicated, with lipped male/female dry joints.
  2. Cast-in-place type: 3000 psi concrete as specified in Section 32 05 23, detailed as indicated.
  3. Masonry type: ASTM C32 Grade MS manhole brick, and ASTM C270 Type S mortar made with ASTM C150. Type II Portland cement, ASTM C33 sand and potable water.
  4. Ladder rungs: 1/2 inch diameter deformed reinforcing steel, grade 60 standards coated with High Impact Copolymer Polypropylene. Step to be placed at 12 inches oc.
- C. Base pad: 3000 psi concrete of type specified in Section 32 05 23, leveled top surface to receive concrete shaft sections, and sleeved to receive pipe sections.

### 2.4 AGGREGATE BACKFILL

- A. Materials: ASTM C33 No. 57 aggregate.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that excavation is ready to receive work of this Section, and that excavation's, dimensions and elevations are as indicated on the Drawings.
- B. Do not install drainage structure until mass grading has resulted in rough subgrade elevations through the work area.

### 3.2 PREPARATION

- A. Prior to laying pipe, prepare suitable bedding according to Section 31 23 35.
- B. Contractor shall excavate, construct and place all pipelines, concrete work, fill and bedding rock, "in-the-dry". "In-the-dry" is defined to be within two percent of the optimum moisture content of the soil.
- C. Water level must be a minimum of one foot below bottom of excavation.

Zephyr Street Redevelopment – City of Inverness

Civil Specs - Add. 01

LEA Project No. 20130608

024116-2

December 17, 2014

- D. Depths: Unless otherwise indicated, excavate to a depth which will allow placement of pipes no less than 3 feet below finished grade. Bedding rock shall conform to ASTM C33 No. 57 aggregate, unless alternative approved by Owner or Owner's representative.
- E. If the sub-grade is unsuitable, the Contractor shall remove and replace all unsuitable material below pipe with selected common fill or bedding rock, compacted to 95 percent of the maximum density as per AASHTO T-180 modified proctor.
- F. Before placing pipe in the trench, field inspect for cracks or other defects; remove defective pipe from the construction site.
- G. Swab the interior of the pipe to remove all undesirable material.
- H. Prepare the bell end and remove undesirable material from the gasket and gasket recess.
- I. Stockpile excavated material in an area designated on the site. Keep material separate from materials stockpiled for reuse as backfill for structures and lawn areas. Remove excess materials from the site.
- J. Where dewatering is to take place, water samples at each dewatering location shall be collected and analytical tests from a certified laboratory for the parameters required in the FDEP GENERIC PERMIT FOR THE DISCHARGE OF PRODUCED GROUND WATER FROM ANY NON-CONTAMINATED SITE ACTIVITY 62-621.300(2)
- K. Slope sides of excavations shall comply with local codes, ordinances, and with OSHA requirements. The Contractor shall shore and brace where sloping is not possible due to space restrictions or stability of the material excavated. Sides and slopes shall be maintained in a safe condition until completion of backfilling.

### 3.3 INSTALLING STORM SEWER PIPE

- A. Lay pipe in a straight line on a uniform grade from structure to structure with the bell or groove end up grade.
- B. Firmly support each section throughout its length and form a close concentric joint with the adjoining pipe.
- C. Firmly support each section throughout its length and form a close concentric joint with the adjoining pipe.
- D. Turns are only permitted at manholes.
- E. Do not open up more trench at any time than pumping facilities are able to dewater.
- F. Close all openings provided for future use and abandoned pipe with a tight fitting plug sealed to avoid leakage.
- G. Close all openings provided for future use and abandoned pipe with a tight fitting plug sealed to avoid leakage.

- H. When the pipe connects with structures, the exposed ends shall be placed or cut off flush with the interior face of the structure and satisfactory connections made.
  - I. Any pipe which is not in good alignment or which shows any undue settlement or damage shall be taken up and re-laid without additional compensation.
  - J. Laying pipe and sealing joints shall be a continuous operation.
    - 1. Seal all joints during the same day in which the pipe is laid.
    - 2. Construct the joints in such a manner that a watertight joint will result.
  - K. Joints for rigid pipe:
    - 1. Rubber gaskets; or
    - 2. Other types of joints recommended by the pipe manufacturer and approved.
  - L. Install rubber ring gaskets to form a flexible watertight seal.
  - M. When other type joints are permitted, install or construct in accordance with the recommendations of the manufacturer.
  - N. Firmly join flexible pipe by approved coupling bands.
  - O. Inspect the pipe before any backfill is placed.
  - P. When strutting or vertical elongation is required, it shall be performed in accordance with the details shown on the Plans.
  - Q. Leave ties and struts in place until the embankment is completed, unless otherwise specified.
  - R. As the work progresses, clean the interior of all pipe in place.
  - S. Make connections by constructing catchbasins, other structures, or by installing wyes or tees as shown on the Plans. Wyes and tees for future connections shall be installed as indicated.
- 3.4 INSTALLING CATCH BASINS, MANHOLES AND CLEANOUTS
- A. Form bottom of excavation clean and smooth to correct elevation.
  - B. Form and place cast-in-place concrete base pad, with provision for pipe end sections.
  - C. Establish elevations and pipe inverts for inlets and outlets as indicated. The shape of the inverts shall conform uniformly to inlet and outlet pipe with a smooth finish.
  - D. Mount lid and frame level in grout, secured to top cone section to elevations indicated. Set true to line and grade and such that the entire surface of the casting is in contact with the bearing surface of the structure.
  - E. All castings shall be set firm and snug and shall not rattle.

3.5 FIELD QUALITY CONTROL

- A. Prior to placing aggregate cover, allow the Owner's Representative to observe installed pipe.
- B. Comply with requirements of authorities having jurisdiction for their requirements for inspection.

3.7 PROTECTION

- A. Protect finished installation under provisions of Division 1 of the Specifications.
- B. Protect pipe and aggregate cover from damage or displacement until backfilling operation begins.

END OF SECTION 334000

**SECTION 33 50 00**  
**PATTERNED/TEXTURED PAVEMENT**

**33 50 00-1 Description.**

Apply a patterned and/or textured treatment to asphalt or concrete, in accordance with manufacturer's recommendations. Applications include the following:

1. Imprinting patterns into existing or new pavement and covering with a colored coating of surface marking materials.
2. Imprinting patterns into existing or new pavement and inlaying the imprint with preformed thermoplastic material.
3. Colored, preprinted, preformed texturized thermoplastic material that is applied over existing pavement.
4. Colored thermoplastic coating material that can be imprinted and texturized during or after application to existing pavement.

For applications requiring removal and replacement of existing pavement, Section 321216 for FC 9.5 and FC 12.5 asphalt.

For the purpose of this Specification, patterns are defined as visible surface markings; imprinted textures are defined as palpable surface markings.

Use the location, pattern/texture type (brick, stone, etc.), and coating color as specified in the plans. Joint openings shall not exceed 1/2 inch in width.

**33 50 00-2 Materials.**

**33 50 00-2.1 Qualified Products List:** Use only patterned/textured pavement products listed on the Qualified Products List. Meet manufacturer's specifications for all pattern/texture templates, coating and coloring materials. Use only material that is delivered to the job site in sealed containers bearing the manufacturer's original labels.

Material coatings used to achieve the pattern/texture and/or color shall produce an adherent, weather resistant, skid resistant surface capable of resisting deformation to traffic. Surface marking materials must meet the requirements of this Specification and Section 971 with the following exceptions:

1. Color and reflectivity requirements do not apply. Surfaces shall not be made retroreflective.
2. Requirements for minimum set to bear traffic time, do not apply. Do not open to traffic until the coating material has sufficiently dried or cured and is ready to withstand traffic.
3. For thermoplastic materials, the requirements for alkyd based materials only in 971-5.1 and minimum binder content of 971-5.2, do not apply.
4. For thermoplastic materials, the indentation resistance requirements and minimum flashpoint requirements of 971-5.5, do not apply.

Manufacturers seeking approval of their product for inclusion on the QPL must submit an application in accordance with Section 6 along with the following documentation:

1. Manufacturer's specifications and procedures for materials and installation.
2. Manufacturer's Laboratory test data from an independent laboratory verifying the material meets the requirements of this Section.

3. Test data from an independent source verifying that the patterned/textured pavement installed in accordance with the manufacturer's specifications and procedures has been tested in accordance with the ASTM E-274, Skid Resistance of Paved Surfaces using a standard ribbed full Scale Tire at a speed of 40 mph (FN40R), and has a minimum FN40R value of 35.

**33 50 00-2.2 Performance Requirements:** QPL approval will be contingent on a field service test demonstrating that the imprinted texture and coating materials meet the following performance measures at the end of three years from opening to traffic:

1. The imprint must maintain a depth of 50% of the original installed depth and width.
2. Wearing of the material coating shall not expose more than 15% of the underlying surface area.
3. Friction performance of patterned/textured pavement materials must meet or exceed an FN40R value of 35 in accordance with ASTM E-274.

The field service test installation shall be within a marked crosswalk on a roadway with an ADT of 8,000 to 12,000 vehicles per day per lane, approved by the State Materials Office. The test installation shall be a minimum six feet wide and extend from pavement edge to pavement edge across all traffic lanes and shoulder pavement at the crosswalk location. The test installation will be tested for skid resistance and wear in accordance with the specifications.

### **33 50 00-3 Construction.**

**33 50 00-3.1 Surface Protection:** Protect treated surfaces from traffic and environmental effects until the area is completely coated/imprinted, and any coatings have dried or cured according to the manufacturer's instructions.

**33 50 00-3.2 Pavement Cuts:** Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to pattern installation.

**33 50 00-3.3 Installation Acceptance:** For asphalt roadways, apply patterned/textured pavement a minimum of 14 days after placement of the adjacent pavement. Upon completion of the installation, the Engineer will check the area at random locations for geometric accuracy, as specified in the plans. If any of the chosen areas have an imprint width and depth that is less than the manufacturer's specifications, correct the entire textured area, at no additional cost to the Department.

Supply the specified pattern and color samples for the Engineer's use to visually determine that the material matches the color specified in the plans. For any continuous or abutting areas, i.e. all treated areas of an intersection, color materials must be from the same lot/batch.

Provide certification that the textured pavement was installed in accordance with the manufacturer's requirements.

### **33 50 00-4 Method of Measurement.**

The quantity to be paid will be the plan quantity in square yards of patterned/textured pavement, completed and accepted. No deduction will be made for the area(s) occupied by ornamental trees within the asphalt area, or any other areas occupied by manholes, inlets, drainage structures, or by any public utility appurtenances within the area. Asphalt or concrete materials placed prior to treatment will be paid separately under the appropriate pay items.

Milling required for the placement of patterned/textured pavement will be included in the cost of the patterned/textured pavement.

**33 50 00-5 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section. Surface materials, including colors, sealers, and/or resins, shall be included for payment under this Section.

# Proof of Publication

from the  
**CITRUS COUNTY CHRONICLE**  
Crystal River, Citrus County, Florida  
**PUBLISHED DAILY**

STATE OF FLORIDA  
COUNTY OF CITRUS

Before the undersigned authority personally appeared

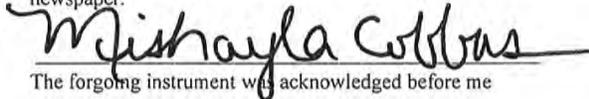
Theresa J. Savery and/or LaKeshia Brisco  
and/or Mary Ann Naczi and/or Mishayla  
Coffas

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the

877-0807 FCRN City of Inverness- Bid for Zephyr St. Project PUBLIC NOTICE LEGAL NOTICE Advertisement for Bids The City of Inverness is currently accepting bids for a Roadway Project for Zephyr Street between N. Apopka Avenue and Ella Avenue. Proposals

Court, was published in said newspaper in the issues of July 31st, 2015, August 7th, 2015.

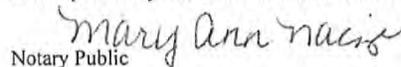
Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

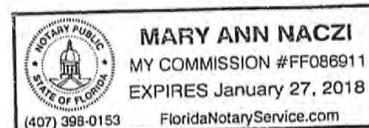
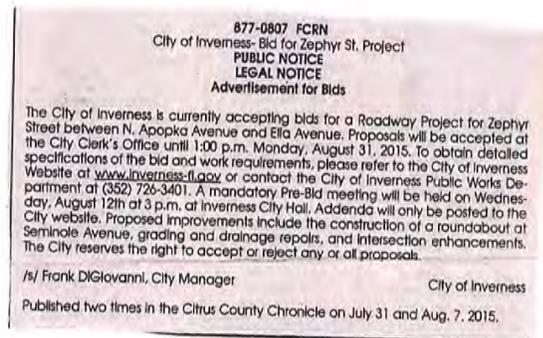
  
The foregoing instrument was acknowledged before me

This 7<sup>th</sup> day of Aug., 2015

By: Theresa J. Savery and/or LaKeshia Brisco and/or Mary Ann Naczi and/or Mishayla Coffas

who is personally known to me and who did take an oath.

  
Notary Public



ress, Florida Supreme Court Approved lawsuit will be mailed to the address on

les of Procedure, requires certain motion. Failure to comply can result in eadings.

CLERK OF COURT AND COMPTROLLER

By: /s/ Vivian Cancel, Deputy Clerk

age s

Self Storage Notices

FRCRN
Office
C Located at 1426 N. Gulf Ave, Crystal al property/goods stored in Warehouse n mailing address was 8706 N. Farragut se of satisfying delinquent rents and re- 14. Tenant stored goods if solable, will en published two times in accordance d goods if not redeemed by payment in ay be sold 15 days from the publica- above. Chuck Tabacchi, Agent

FRCRN
Office
C Located at 1426 N. Gulf Ave, Crystal al property/goods stored in Unit #3, by ass was 5929 W Woodside Drive, Crystal delinquent rents and related collection d goods if solable, will be sold on site af- times in accordance with Florida Stat- deemed by payment in full of all delin- 15 days from the publication of the first Chuck Tabacchi, Agent

FRCRN
Office
C Located at 1426 N. Gulf Ave, Crystal al property/goods stored in Unit #2, by ass was 5265 S. Alice Pl., Homosassa, FL, nt rents and related collection costs ac- if solable, will be sold on site after this es in accordance with Florida Statues deemed by payment in full of all delin- 15 days from the publication of the first Chuck Tabacchi, Agent

a Sale Notices

Foreclosure Sale Action Notices

FRCRN
000307 Notice of Sale
NOTICE
CITIZEN COURT OF THE FIFTH JUDICIAL CIRCUIT D FOR CITRUS COUNTY, STATE OF FLORIDA
Case No.: 2015-CA-000307

DN, INC., a Florida not-for-profit corpora-

ONLINE SALE

o the Final Judgment of Foreclosure in this r, Florida, the Citrus Clerk of Court will sell Florida described as:

ording to the plat thereof as recorded in Public Records of Citrus County, Florida,

Beverly Hills, FL 34465

sh, except as set forth hereinafter, on Au- s.realforeclose.com in accordance with aiming an interest in the surplus from the as of the date of the lts pendens must file

ON J. BRANDT, ESQ., Florida Bar No. 44023
mes R. De Furio, P.A., Attorney for Plaintiff
uevard, Suite 775, Tampa, FL 33602-7800
PO Box 172717, Tampa, FL 33672-0717
Phone (813) 229-0160/Fax: (813) 229-0165
Allison@jamesdefurio.com

FRCRN
A-000335 Notice Of Action
NOTICE
OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA,
FOR CITRUS COUNTY CIVIL DIVISION
CASE NO.: 09-2015-CA-000335

THE CIRCUIT COURT OF CITRUS COUNTY, FLORIDA

You are hereby summons to appear within sixty days after the date of the first publication of this summons, to wit, within sixty days after the 1st of August, 2015, and defend the above entitled action in the above court, and answer the complaint of failure to pay for the property at 3466 South Corona Way, Homosassa, FL 34448, and serve a copy of your answer upon the plaintiff at the address stated below; and in case your failure so to do, judgment will be rendered against you according to the demand of the complaint, which has been filed with the clerk of said court, which will have your name removed from the deed.

/s/ A. Joyce Cross
Inverness, Florida 34452

5313 East Arthur Street

Published July 31, August 7, 14, & 21, 2015

Lien Notices

Lien Notices

Lien Notices

875-0807 FRCRN
PUBLIC NOTICE
NOTICE OF PUBLIC SALE

Notice is hereby given that on 8/14/15 at 10:30 am the following mobile home will be sold at public auction pursuant to F.S. 715.109: 1983 SUNM #583049FA & 583049FB. Last tenants: John Graham, Betty Fether Graham, Elizabeth Graham Terhart. Sale will be held at: Rolling Greens MHP LP- 5907 Cherry Rd, Ocala, FL 34472 813-241-8269

Published July 31 & August 7, 2015

864-0731 FRCRN
Diamond Self Storage - 08/13/15 Sale
PUBLIC NOTICE
Notice of Public Sale

Diamond Self Storage wishing to avail itself of the provisions of applicable laws of this state, Civil Code Section 83.801 - 83.809, hereby gives notice of sale under said law, to wit:

On August 13, 2015, Diamond Self Storage located at 4239 N Modelwood Dr, Beverly Hills, FL 34465, phone 352-746-6997, at 10:00 am of that day, Diamond Self Storage will conduct a public sale to the highest bidder, for cash, of household goods, business property, personal property and misc. items, etc.

Table with 3 columns: Tenant Name, Unit#, Contents (as listed by tenant). Rows include: Jamel Colon (207, Household Goods), Tinnibu Hollis (104, Household Goods), James L. Jones Jr. (720, Household Goods), Joy Lasky (750, Household Goods), Jon Pucillo (459, Household Goods), Jeremy Santana (305, Household Goods)

The sale is being made to satisfy an owner's lien. The public is invited to attend. Units each sold in their entirety. Units will be open for visual inspection at time of sale. Owner reserves the right to bid and to refuse and reject any and all bids. A \$100 (cash) refundable cleaning deposit is required to bid.

Published July 24 & 31, 2015

Meeting Notices

Meeting Notices

Meeting Notices

877-0807 FRCRN
City of Inverness- Bid for Zephyr St. Project
PUBLIC NOTICE
LEGAL NOTICE
Advertisement for Bids

The City of Inverness is currently accepting bids for a Roadway Project for Zephyr Street between N. Apopka Avenue and Ella Avenue. Proposals will be accepted at the City Clerk's Office until 1:00 p.m. Monday, August 31, 2015. To obtain detailed specifications of the bid and work requirements, please refer to the City of Inverness Website at www.inverness-fl.gov or contact the City of Inverness Public Works Department at (352) 726-3401. A mandatory Pre-Bid meeting will be held on Wednesday, August 12th at 3 p.m. at Inverness City Hall. Addenda will only be posted to the City website. Proposed improvements include the construction of a roundabout at Semihole Avenue, grading and drainage repairs, and intersection enhancements. The City reserves the right to accept or reject any or all proposals.

/s/ Frank DiGiovanni, City Manager City of Inverness

Published two times in the Citrus County Chronicle on July 31 and Aug. 7, 2015.

878-0731 FRCRN
Meeting Notice
PUBLIC NOTICE

NOTICE

There will be a meeting on Wednesday, August 12, 2015 at 12:00pm by and between the Citrus County Hospital Board of Trustees Debbie Resler and other Trustee board members and the Foundation Resolution Corporation, Inc., Director Sandra Chadwick in the Conference Room of the Law Office Grant & Daxler, LLC, located at 123 N. Apopka Ave., Inverness, Florida. This notice informs and notifies the public that member(s) of the Citrus County Hospital Board and the Foundation Resolution Corporation, Inc., will be in attendance at a joint conference. The Citrus County Hospital Board of Trustees will not vote or conduct business. Additional Citrus County Hospital Board Trustees and Foundation Resolution Corporation, Inc., Directors may be present. However, the meeting will occur by and between each Board's respective representatives only to discuss:

- Transaction matters
• Global Agreement.
• Other.

Copies of the Agenda are available by calling the Citrus County Hospital Board at 352-341-2250. Any person wishing to appeal any decision made by this Board, with respect to any matter considered at such meeting, must ensure that a verbatim record of the proceedings is made, which record must include the testimony and evidence upon which the appeal is to be based.

Persons who require special accommodations under the American with Disabilities should contact the Citrus County Hospital Board Office, 123 S. Pine Ave., Inverness, Florida, 34452 (352) 341-2250.

Published July 31, 2015.