

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
RANDALL MECHANICAL, INC.
FOR FIRE PROTECTION SYSTEM SERVICES**

RFP #23-417

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, referred to in this Agreement as COUNTY, and Randall Mechanical, Inc., a Florida for profit corporation, its successors and assigns, referred to in this Agreement as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #23-417 seeking firms or individuals qualified to provide Fire Protection System Services to Lake County; and

WHEREAS, CONTRACTOR wants to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. Legal Findings of Fact: The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.
2. Purpose: The purpose of this Agreement is for CONTRACTOR to provide Fire Protection System Services to Lake County, hereinafter, the "service."
3. Scope: On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR and CONTRACTOR agrees to provide all labor, materials, and equipment to complete the service in accordance with the scope of services, including all addenda, attached hereto and incorporated herein as **Exhibit A**, as well as the completed Submittal Form, attached hereto and incorporated as **Exhibit B**. There is no guarantee of a minimum or maximum dollar amount that will be expended as a result of this contract.
4. Term: This Agreement will commence upon signature of the last party to sign it. This Agreement will remain in effect for an initial term of one year, with the option to renew this Agreement for two additional two-year periods. Renewals are contingent upon mutual written agreement. Continuation of the agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY. The parties acknowledge that the term may be extended until the completion of any express and implied warranty periods provided within this agreement. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

5. Payment: COUNTY will pay and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligation hereunder as provided in the pricing sheet attached as **Exhibit C**. Agreement prices will prevail for the full duration of the Agreement. Prior to the completion of each term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics.

6. Invoice: The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. CONTRACTOR will submit an original invoice to the COUNTY after each service has been completed. Submittal of these invoices will not exceed 10 calendar days beyond the date the service was completed. Under no circumstances will the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service.

7. Progress Invoices: CONTRACTOR will submit progress invoices no later than the first of each month to the Office of Facilities Management, 32400 C.R. 473, Leesburg, Florida 34788. All invoices will contain the bid number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the COUNTY, and a detailed description of services provided. If parts or materials of a value of more than the \$25.00 minimum allowable charge are used as part of the Service and are shown on the invoice, they will be accompanied with a copy of the invoice to CONTRACTOR from its supplier. A service ticket will be included showing the name of the technician(s), the date the work was completed, the start and completion time of the service, the service rendered, the parts or materials (if any) installed. CONTRACTOR will also submit with their invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default of agreement and this agreement may be terminated. Final invoices will include an original, completed "Certification of Payment to Subcontractors and Suppliers" form, if applicable.

A. *Service \$25,000 and Under*: The COUNTY will provide a lump sum payment when all Service tasks are completed by the CONTRACTOR and approved by the COUNTY. In order for the COUNTY to provide payment, the CONTRACTOR will submit a documented invoice that provides the basic information set forth herein. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments will be at the sole discretion of the COUNTY; or

B. *Service Greater than \$25,000*: The CONTRACTOR may receive periodic payments on a 30 day interval for Service tasks completed during that period by the CONTRACTOR and approved by the COUNTY'S Project Manager. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for the COUNTY to provide payment, the CONTRACTOR will submit a documented invoice that provides the basic information set forth below.

8. Licenses and Permits: CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONTRACTOR will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this Agreement. CONTRACTOR will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

9. Conditions: CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, electric power, and roads, uncertainties of weather, physical conditions, character of equipment and facilities, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve CONTRACTOR from responsibility for

adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation.

10. Rental: In the event that the CONTRACTOR needs to rent a piece of equipment to complete the work being assigned, prior approval from the Project Manager will be required. The cost of the rental will be indicated on the estimate and the invoice. A copy of the invoice for the rental equipment will be included with the invoice. CONTRACTOR will be allowed to assess a percentage of up to 15% over the cost of the rental. A copy of the rental invoice to CONTRACTOR will accompany the invoice being submitted to the COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work.

11. Funding: In the event any part of this Agreement or the Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

12. Price Redeterminations: CONTRACTOR may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages or fuel. Petitions for price redeterminations will be made within 30-calendar days of the anniversary date of the Agreement and only after the Agreement has been in effect for at least one year. Unless otherwise expressly set forth in the Agreement, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement. The following apply:

A. Basis for Price Redeterminations. The CONTRACTOR may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The COUNTY will have the right to audit the CONTRACTOR'S records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor will refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the Statistics Site. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be granted only by reason of wage increases associated with the CONTRACTOR'S employees or subcontractors performing work or services pursuant to the Agreement.

C. Fuel Price Redetermination. If the price of fuel increases by a minimum of 10% percent, the Contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor will be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of 10% percent. Failure to make such petition may be grounds for Agreement termination and will entitle the COUNTY to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded

Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the CONTRACTOR'S operations in connection with the CONTRACTOR'S performance of the Agreement.

D. All Price Redeterminations will be calculated as demonstrated in this example:
Contractor indicated on the Submittal Form that 30% of the cost to provide the product/service is directly attributed to the redetermination category (wage or fuel).

Current applicable PPI \$200.50
Base index PPI - \$179.20
PPI increase dollars \$21.30
PPI increase percentage ($\$21.30 / \$179.20 = .1189$) 11.9%
Unit cost of the service is: \$100.00
30% of \$100.00 is directly attributed to the redetermination category \$30.00
 $\$30.00 \times 11.9\% = \3.57
New unit price is
($\$100 + \3.57) \$103.57

E. Expiration Upon Failure to Agree to Price Redetermination. If the COUNTY and the CONTRACTOR cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or expense to either party after a period of six months following the CONTRACTOR'S initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section will be deemed null and void and will not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the COUNTY reserves the right, at no expense, penalty, or consequence to the COUNTY, to award any remaining tasks thereunder to the next available most responsive and responsible CONTRACTOR.

13. County Responsibilities.

A. Project Manager: The COUNTY will designate a COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and about the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

B. The COUNTY will pay in accordance with the provisions set forth in this Agreement. The COUNTY retains the right to inspect all work to verify compliance with the agreement documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

14. Agreement Documents.

A. Definitions: For purposes of this Agreement, the term "agreement documents" includes all bid documents, drawings, the Scope of Services, attachments to this agreement, and provisions within this Agreement, along with any change orders or amendments to this agreement. It is the intent of the agreement documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the agreement documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words

will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Agreement Documents: The agreement documents and all referenced standards cited therein are essential parts of the agreement requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONTRACTOR will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONTRACTOR will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services: CONTRACTOR will give the work the attention necessary to assure the scheduled progress and will cooperate with the COUNTY and with other contractors on the job site. All work will be done in accordance with the agreement documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

D. Errors and Omissions: CONTRACTOR will not take advantage of any apparent error or omission in the agreement documents. If any error or omission appears in the agreement documents, CONTRACTOR will immediately notify the COUNTY in writing of such errors or omissions. In the event CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, CONTRACTOR will be deemed to have waived any claim for increased time or compensation CONTRACTOR may have had and CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

15. Contractor Personnel

A. Personnel: CONTRACTOR will assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make do and proper effort to execute the work in the manner prescribed in the agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

B. E-Verify: CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this agreement; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this agreement to likewise utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term.

C. Employment: CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Service assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work on the Service if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

D. Superintendent: CONTRACTOR will have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent will supervise all trades, direct all Service activities, establish and maintain installation schedules, and provide the COUNTY'S Project Manager with progress reports as requested. The superintendent will have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent will be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent will speak, write, and understand English and will be on the job site during all working hours.

E. Dress Code: CONTRACTOR will maintain a dress code for its employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. In the event the COUNTY determines ID badges are necessary, the COUNTY will provide CONTRACTOR with ID badges and CONTRACTOR agrees to enforce that its employees, whether employed by CONTRACTOR or a subcontractor, wear such ID badge while working on site for the Service.

F. Employee Documentation: If required by the COUNTY for a Service, CONTRACTOR will provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of CONTRACTOR that will be utilized for the Service. Documentation will be provided within five working days of request and will be submitted electronically in PDF format. This information will also be provided when new personnel, subcontractors, and representatives of CONTRACTOR are hired at any time during the agreement period for the Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All required documentation will be supplied in one PDF attachment that will be titled with the Company's name, the person's name, and the person's birthdate.

Example: ACME Plumbing - John H. Smith - 10/10/96. The documentation will include the following: Full name, Address, Email address, Telephone number, Copy of driver's license/state of Florida identification card/valid passport/valid work visa, current color photo (head shot) taken with a plain background, Building name(s) and address(s) of the facilities where the individual will be working, and any additional information that may be requested by the Lake County Sheriff's Office.

G. Criminal Justice Information Services (CJIS): When advised by the COUNTY'S Project Manager, CONTRACTOR'S personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY

facilities. Finger printing may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.

H. Background Check: Background checks may be performed by the Lake County Sheriff's Office for projects or services being done at the Lake County Courthouse at no expense to CONTRACTOR. On sites other than the Lake County Courthouse, all personnel, subcontractors, and representatives of the CONTRACTOR will be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check." CONTRACTOR will be responsible for all costs associated with the "Certified Background Check." A copy of the "Certified Background Check" will be supplied to the COUNTY'S Project Manager prior to any work starting. The COUNTY'S Project Manager will notify the CONTRACTOR electronically of approved and denied background checks. Reasons for denials will not be provided.

I. Identification Badging / Proximity Cards / Keys: CONTRACTOR'S personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card. All approved personnel, subcontractors, and representatives of CONTRACTOR will be issued identification badge(s) and will be required to wear them at all times while on COUNTY property. Personnel, subcontractors, and representatives of the CONTRACTOR will not be allowed to work on COUNTY property prior to being given approval by the Office of Facilities Management and the assignment of a CONTRACTOR identification badge. For facilities that do not have proximity card readers, keys will be issued to or approved personnel, subcontractors, and representatives of CONTRACTOR. The Office of Facilities Management will notify CONTRACTOR that identification badges, proximity cards, or keys are ready for pickup, and will have CONTRACTOR complete a release form(s) and then distribute them to CONTRACTOR for disbursement to their personnel, subcontractors, and representatives.

J. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys: In the event that an identification badge, proximity card or key is lost, stolen or damaged, CONTRACTOR will immediately notify the COUNTY'S Project Manager. Personnel, subcontractors, and representatives of the CONTRACTOR will be temporarily substituted by CONTRACTOR until a new identification badge/proximity card is provided. CONTRACTOR will be assessed a \$25.00 fee for each lost, stolen, or damaged card or key. All fees due will be deducted from the CONTRACTOR'S next invoice.

K. Reports: CONTRACTOR will provide an initial report within 30 business days of the start date and then a quarterly report due the first week of the month in January, April, July, and October for all employees currently being utilized for Projects or Services for the COUNTY. All additions or changes will be highlighted in yellow. The COUNTY'S Project Manager will provide a standardized excel form at agreement initiation that will be used. Reports will be provided for the duration of the Service. The report will be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY'S Project Manager. Reports will include the following information Individual's name, birthdate, and driver's license number, Identification badge/proximity card number, All facilities where the employee works, All facilities accessible by proximity card or key, The date the identification badge/proximity card was issued, Dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage, and the date that the individual left employment of the contractor and the identification badge/proximity card was returned.

L. Leave Reporting and Project Completion: CONTRACTOR will immediately contact the COUNTY'S Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of CONTRACTOR that are utilized for Service for the COUNTY. CONTRACTOR will contact the COUNTY'S Project Manager to arrange to drop off identification badge(s), proximity card(s), and key(s) of a dismissed worker(s) within three business days of dismissal or leave. At the completion of

the Service the CONTRACTOR will, within three business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

M. Subcontractors:

- i. CONTRACTOR will be responsible to the COUNTY for the acts and omissions of CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.
- ii. All subcontractors, for as long as the subcontractor is working on the job site, will have at least one supervisor/foreman on the job site that will speak and understand English.
- iii. CONTRACTOR will cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules.
- iv. CONTRACTOR will include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT, which will be provided by the COUNTY to the CONTRACTOR. A copy of the Affidavit may be provided by request to the COUNTY.

N. Emergency Contact: CONTRACTOR will have a responsible person available at, or reasonably near, the Service on a 24 hour basis, seven days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. CONTRACTOR will submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. This list will contain the name of their supervisors responsible for work pertaining to this Agreement.

O. Notification of Emergency: In the event of an emergency affecting the safety or protection of persons, or the work or property at the Service site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR will contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than 24 hours after the occurrence of the emergency, if CONTRACTOR believes that any significant changes in the work or variations from the agreement documents has occurred. If the COUNTY determines that a change in the agreement documents is required of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If CONTRACTOR fails to provide written notice within the 24 hour limitation noted above, CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the agreed amount or an extension to the agreed time.

16. Safety:

A. CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to persons or property. CONTRACTOR will be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONTRACTOR.

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by CONTRACTOR on the jobsite will be in place and in proper working order at all times. If COUNTY determines that the equipment is deficient in safety devices, CONTRACTOR will be notified immediately. CONTRACTOR will immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY will take reasonable actions to furnish CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist CONTRACTOR in the planning of a safe work site.

F. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. CONTRACTOR will erect and maintain, as required by existing conditions and agreement performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

H. CONTRACTOR will be responsible for the removal of all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal will be included in the lump sum price stated elsewhere herein. CONTRACTOR will leave the site clean and neat. All work must be cleaned up prior to the next day of business. The specified work will not interfere with the regular operating hours of Lake County.

I. CONTRACTOR must have ample cleaning supplies and a minimum of two vacuum cleaners on-site for clean-up. The CONTRACTOR will not use COUNTY cleaning supplies or equipment. Upon final completion, CONTRACTOR will thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. If at any time the CONTRACTOR fails to clean up the work area to acceptable levels the COUNTY will retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset COUNTY time for securing services to properly clean and inspect the site.

J. CONTRACTOR will confine all equipment, materials and operations to the Service site and areas identified in the agreement documents. CONTRACTOR will assume all responsibility for any damage to any such area resulting from the performance of the work.

K. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The MSDS will include the following information:

- i. The chemical name and the common name of the toxic substance
- ii. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- iii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
- iv. The primary route of entry and symptoms of exposure.
- v. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
- vi. The emergency procedure for spills, fire, disposal and first aid.
- vii. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- viii. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

17. Facilities Provisions.

A. Underground Utilities: Any required ground digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities as a result of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs, if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities.

B. General Inspection Requirements:

- i. CONTRACTOR will furnish the COUNTY with every reasonable accommodation for finding out whether the work performed, and materials used are in accordance with the requirements and intent of the agreement documents. If the COUNTY so requests, the CONTRACTOR will, at any time before final acceptance of the work, remove or uncover

such portions of the finished work as may be directed. After examination, CONTRACTOR will restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable to the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at CONTRACTOR'S expense. However, should the work exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.

- ii. If the COUNTY fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.
- iii. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY will give CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven calendar days from the date the notice is given to correct the defective condition. If CONTRACTOR fails to correct the deficiency within the seven calendar days, the COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to CONTRACTOR at CONTRACTOR'S expense or terminating this Agreement. CONTRACTOR will not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the agreement documents.
- iv. Should CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the agreement documents, within the time indicated in writing, the COUNTY may direct CONTRACTOR to correct the unacceptable or defective materials or work at CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals will be paid for out of any monies due or which may become due to CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the agreement documents, including an appropriate decrease to the agreement amount. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective work and additional compensation due the COUNTY. CONTRACTOR will not be allowed an extension of the term of this Agreement because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder.
- v. If CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the agreement price for such work or materials necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

- vi. When all or a portion of the cost of Services is to be paid by federal, state or another governmental agency, the work will be subject to such inspection by federal, state, or other governmental agency representative, but such inspections will not make the government or agency a party to this agreement.

18. Service Materials and Storage:

A. Unless otherwise specified within the agreement documents, all materials to be used to complete the Service, except where recycled content is specifically requested, will be new, unused, of recent manufacture, and suitable for its intended purpose. All goods will be assembled, serviced, and ready for operation when delivered. In the event any of the materials supplied by CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to CONTRACTOR at CONTRACTOR'S expense and this Agreement may be terminated, or (2) the COUNTY may require CONTRACTOR to replace the materials at CONTRACTOR'S expense.

B. Materials will be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, will not be used in the work, and will be removed from the site by CONTRACTOR at CONTRACTOR'S expense. Until incorporated into the work, materials will be the sole responsibility of CONTRACTOR and CONTRACTOR will not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, CONTRACTOR will furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose.

D. All unusable materials and debris will be removed from the premises at the end of each workday and disposed of in an appropriate manner.

19. Time for Completion and Extensions:

A. A written notice to proceed is required for the CONTRACTOR to schedule or begin work. CONTRACTOR will diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate CONTRACTOR'S work with the work of other contractors so that CONTRACTOR'S work or the work of others will not be delayed or impaired. CONTRACTOR will be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the agreement documents.

B. Should CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to CONTRACTOR'S fault or neglect, CONTRACTOR will notify the COUNTY in writing within 24 hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

C. If CONTRACTOR complies with the 24 hour notice requirement, the COUNTY will ascertain the facts and the extent of the delay being claimed and recommend an extension to the agreement time when, in the COUNTY'S sole judgment, the findings of fact justify such an extension. CONTRACTOR will cooperate with the COUNTY'S investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the agreement time may

be granted only for those delays which impact CONTRACTOR'S construction schedule. Extensions of agreement time, if approved by the COUNTY, must be authorized by written change order.

20. Changes in the Scope of Services:

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, modify the Scope of Services. For changes requested by CONTRACTOR, CONTRACTOR will prepare and submit change order requests for COUNTY approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and CONTRACTOR will execute the change order. The value of such extra work or change will be determined by the agreement unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the agreement price.

B. If the COUNTY and CONTRACTOR are unable to agree on the change order for a requested change, CONTRACTOR agrees to promptly perform the change as directed in writing by the COUNTY. If CONTRACTOR disagrees with the COUNTY'S adjustment determination, CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter CONTRACTOR might have otherwise had. For work not contemplated by the original agreement, the amount of an increase will be limited to CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum 10% markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs will be permitted, with a maximum 5% markup thereon by CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of 15% of the amount of changed work. All compensation due CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

C. The COUNTY will not be liable to CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order will represent full and complete compensation to CONTRACTOR for labor, materials, incidental expenses, overhead, profit, costs, and time associated with the work authorized by such change order.

D. Execution by CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

E. Upon receipt of an approved change order, changes in the Scope of Services will be promptly performed. All changes in work will be performed under the terms and conditions of this agreement.

F. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONTRACTOR.

21. Claims and Disputes:

A. Claims by CONTRACTOR will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONTRACTOR will be deemed to have

waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

B. CONTRACTOR will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the agreement in accordance with the agreement documents during the pendency of any claim.

C. Claims by CONTRACTOR will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONTRACTOR will be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. CONTRACTOR will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR will receive no damages for delay. This provision will not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR will be entitled to extensions of the agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

22. Acceptance of the Work and Final Payment: The work and services rendered under this Agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by the COUNTY and will be in compliance with the terms herein, in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

23. Final Inspection: When all materials have been furnished, all work has been performed, and the construction contemplated by this agreement has been satisfactorily completed, the COUNTY will make the final inspection. The final inspection will be completed within five business days of receipt of notification from the CONTRACTOR that the Service is ready. The COUNTY will notify

CONTRACTOR, if necessary, of any deficiencies with the Service, and CONTRACTOR will correct all deficiencies before final acceptance and payment is made.

24. Maintenance of Work: CONTRACTOR will maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance will be maintained until final acceptance by the COUNTY.

25. Final Acceptance: When the Service or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties will make an inspection of the Service, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. CONTRACTOR will have 10 calendar days to correct all deficiencies. An \$80.00 re-inspection fee will be applied for the third inspection and any required re-inspection thereafter. The COUNTY will have the right to exclude CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list. When the work provided for under this Agreement has been completely performed by CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to CONTRACTOR in accordance with this Agreement, and after CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the agreement and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

26. Waiver of Claims: CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the agreement or otherwise related to the Service, except those previously made in writing and identified by CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

27. Termination of Contractor's Responsibilities: This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

28. Recovery Rights Subsequent to Final Payment: The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONTRACTOR be discovered after the final payment has been made, to claim and recover from CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

29. Warranties:

A. All warranties will begin on the date of the COUNTY'S acceptance of the Service which will be the date final payment is issued to CONTRACTOR and will last for a period of 12 months unless otherwise specified in the Scope of Services, plans or specifications. CONTRACTOR will obtain and assign to the COUNTY all express warranties given to CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Service.

B. CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the agreement documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the agreement documents. CONTRACTOR warrants to the COUNTY that all materials and equipment furnished under the agreement documents will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the agreement documents. This warranty requirement will remain in force for the full period identified above, regardless of whether CONTRACTOR is still under agreement at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

C. If sod is used as part of an individual Service, it will be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within 60 days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by the COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to the COUNTY. It will be the responsibility of CONTRACTOR to ensure the sod is sufficiently established as described as specified in the scope of services, plans, or specifications. This will include watering the sod on a regular basis as needed to keep it alive until established. Established will be considered as being sufficiently rooted, as determined by the Project Manager, into the surface that it was installed. If the sod dies or does not become established CONTRACTOR will be responsible for the replacement at no cost to the COUNTY.

D. CONTRACTOR will be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five calendar days after the COUNTY notifies CONTRACTOR of such deficiency in writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its agreement and (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

E. Liquidated Damages: If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying CONTRACTOR of an assessment of Liquidated Damages. The COUNTY and CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess Liquidated Damages, not a penalty, for each calendar day. The Service will be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages will be as set forth in the following table:

Service/Project Amount	Daily Charge (Per Calendar Day)
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$65
\$10,000 or more but less than \$20,000	\$91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166

\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

F. The COUNTY will retain from the compensation to be paid to the CONTRACTOR the above-described sum. If CONTRACTOR is in default for not completing the Service within the time specified, the COUNTY may require CONTRACTOR to stop work on any other project or service to the COUNTY until the Service specific in this Agreement is complete and the Liquidated damages Sum is satisfied.

30. Sanitation: If the Service does not involve interior work, CONTRACTOR will be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the Service. These conveniences will be maintained at all times without nuisance, and their use will be strictly enforced. The location of these conveniences will be subject to the COUNTY'S Project Manager's approval. All such facilities will be installed and maintained by CONTRACTOR in accordance with applicable federal, state, and local laws.

31. Submittals and Equal Products:

A. Submittals of products required for the Service assigned to CONTRACTOR hereunder, will be supplied to the COUNTY for pre-approval prior to the start of the work. These documents will be provided to the COUNTY at least one week before the installation.

B. If a product or service requested by the COUNTY for the Service 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. If CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by CONTRACTOR to the COUNTY. The COUNTY will make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished will be clearly identified. A formal submittal for the alternate/shop drawings will be submitted. The evaluation of the alternate and the determination on acceptability of the alternate product or service will be the responsibility of the COUNTY and will be based upon information furnished by CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in CONTRACTOR'S response. To ensure that sufficient information is available, CONTRACTOR will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

32. Fees: The following is a list of fees that may be assessed to CONTRACTOR during the term of this agreement. These fees are assessed to help offset the additional costs associated with the COUNTY'S labor and vehicle usage required for unnecessary inspections or missed appointments. The \$80.00 fee shown below is a re-inspection fee for uncorrected workmanship. The fee will be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Service, will additionally be charged back to CONTRACTOR. The fees, if any, will be deducted from the final invoices.

Missing scheduled appointments	\$70.00 each occurrence
Failure to respond to emergency calls	\$250.00 per day
Late to emergency calls	\$36.00 per hour
Inspected unacceptable workmanship	\$80.00 each inspection
Failure to provide any and all required documentation or reports	\$75.00 per day
Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	\$250.00 per day

33. Termination: This Agreement may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience: In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause: Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated immediately upon written notice by the COUNTY to the CONTRACTOR and CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

34. Assignment of Agreement: This Agreement will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONTRACTOR of liability and obligations under this agreement and all transactions with the COUNTY must be through CONTRACTOR. Additionally, unless otherwise stipulated herein, CONTRACTOR will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

35. Insurance:

A. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five

working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included
- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

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

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

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

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must 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

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will 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 will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. 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.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

36. Indemnity: The CONTRACTOR will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, its personnel, employees, and other person utilized by CONTRACTOR in the performance of this agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONTRACTOR's expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

37. Independent Contractor: The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

38. Prohibition Against Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

39. Return of Materials: Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR will surrender to the COUNTY all memoranda, notes, records, drawings,

manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONTRACTOR by the COUNTY pursuant to this Agreement.

40. Truth in Negotiations: Pursuant to Section 287.055, Florida Statutes, the agreed pricing and any additions will be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments will be made within one year following the end of the agreement.

41. Public Entity Crimes: Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under an agreement with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

42. Conflict of Interest: CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person will have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

43. Retaining Other Contractors: Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this agreement. Under these circumstances, a County representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor or to acquire the items through a separate solicitation.

44. Accuracy: During this Agreement, CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

45. Right to Audit: The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. The 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. The 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. The 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.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II

reports that include the CONTRACTOR'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

B. 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 must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed 90 calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

46. Force Majeure: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

47. Business Hours of Operation: Unless otherwise specified in the technical specifications, all work performed will be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work will be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day. Special schedules may be established if necessary, because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of \$250.00 per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

48. Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the agreement will 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.

49. Protection of Property:

A. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest will be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this agreement, and CONTRACTOR will be held responsible for

repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mailboxes, turf, signs, or other property will either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

B. If the Service is to be completed within COUNTY facilities, CONTRACTOR will be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture will either be repaired or replaced by CONTRACTOR, at CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

C. CONTRACTOR will be responsible for re-grading and re-sodding any areas that are disturbed by CONTRACTOR while the work is completed.

50. Risk of Loss/Accident Notification: CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. CONTRACTOR will 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 otherwise, of CONTRACTOR or a third party. If in the course of completing work as part of this agreement there is an accident that involves the public, CONTRACTOR will as soon as possible inform the COUNTY of the incident by telephone. CONTRACTOR will follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, CONTRACTOR will forward a copy of the report to the COUNTY.

51. Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will 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 will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

52. This Agreement is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie in Lake County, Florida.

53. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

54. This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

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

57. During the term of this Agreement 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 Agreement is conditioned upon the veracity of this statement of assurance.

58. Certification Regarding Scrutinized Companies: The CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

59. The CONTRACTOR will at all times comply with all Federal, State and local laws, rules and regulations.

60. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other agreements with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

61. With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the agreement. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this agreement is specific to a County department, it is agreed and understood that any County department may avail itself of this Agreement and purchase any and all items specified herein at the agreement price(s) established herein. An agreement modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

62. The CONTRACTOR will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. The combined expenses of subcontractors without a COUNTY contract/agreement are limited to thirty percent of the task not to exceed \$35,000. Professional services subcontractors currently under agreement with the COUNTY obtained through competitive solicitation may be utilized by CONTRACTOR without limits. CONTRACTOR may be required to use subcontractors currently under contract with the COUNTY. The professional services subcontractors' limits may be waived with prior

approval from the County Attorney and Procurement Services Director. No change in subcontractors will be made without consent of the COUNTY. 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. The CONTRACTOR agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly provide a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

63. The invalidity or unenforceability of any particular provision of this agreement will not affect the other provisions hereof, and this Agreement will be construed as if such invalid or unenforceable provisions were omitted.

64. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice will be in writing and will be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Jeffrey S. Condello, PD
Randall Mechanical, Inc.
3307 Clarcona Road
Apopka, Florida 32703

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

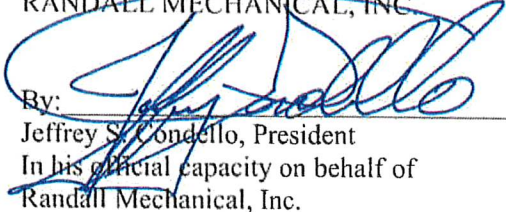
65. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this agreement will need to be added via written addendum, and pricing negotiated based on final specifications. This agreement contains the following exhibits, all of which are incorporated in this agreement:

Exhibit A	Scope of Services & Addenda
Exhibit B	Submittal Form
Exhibit C	Pricing Sheet

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this Agreement on the dates under each signature:

CONTRACTOR

RANDALL MECHANICAL, INC.

By: 

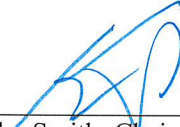
Jeffrey S. Condello, President

In his official capacity on behalf of
Randall Mechanical, Inc.

License No: EC13011850

This 23rd day of December, 2022.

LAKE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA



Kirby Smith, Chairman

This 24th day of Jan, 2023.

ATTEST:



Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida



Approved as to form and legality:



Melanie Marsh, County Attorney

Exhibit A
Scope of Services

EXHIBIT A – SCOPE OF WORK
FIRE PROTECTION SYSTEM SERVICES

22-417

1. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 1.1 Be licensed and fully competent in all aspects of fire protection services in a safe manner.
 - 1.1.1 Employ only skilled, qualified workers.
- 1.2 Provide all-inclusive quotes to provide 100% turnkey projects that include visual inspections, functional testing, maintenance, replacement, and repair services of fire protection systems including fire alarm systems, fire sprinkler systems, clean agent systems, water tanks, water backflows, fire hydrants, and all associated components of the systems.
 - 1.2.1 Include all adequate and appropriate labor, supervision, parts and material, equipment, plans, permitting and local and state inspections.
 - 1.2.2 Include costs for general housekeeping and work area clean up.
 - 1.2.3 Include travel time, trip charges and delivery charges.
 - 1.2.4 Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by Contractor.
- 1.3 Comply with all current applicable requirements of the National Fire Protection Association (NFPA), federal, state, and local, rules, regulations, permits, codes, and ordinances which govern this type of service. In instances where conflict between codes, reference standards, and other contract documents occurs, the most stringent requirement shall govern.
- 1.4 Be responsible for inspections, penalties, fees, or fines for projects.
- 1.5 Furnish all tools and equipment (possibly cranes, lift trucks, boom trucks, cherry pickers, etc.) to complete projects timely.
- 1.6 Must perform the work without interfering with other Contractors, County staff, or County activities.
- 1.7 Maintain adequate inventory and batteries of all necessary devices and fire alarm system components and related material to ensure all systems are operational twenty-four (24) hours a day, seven (7) days a week with minimal down time.

2 SCOPE OF WORK

2.1 Inspections

- 2.1.1 Contractor shall, at a minimum, perform all required quarterly, semi-annual, annual, three-year, five-year, twenty-year, and fifty-year visual inspections and functional testing, as specified in NFPA standards, to ensure all fire protection systems are operating properly and as intended.
- 2.1.2 Contractor shall visually inspect, functionally test, maintain, and repair all components of the fire protection systems listed under the equipment list of the contract, and any of its associated components, with all current NFPA, federal, state, and local regulations. Contractor shall be responsible for the proper operation, required inspections, record keeping, and signage.
- 2.1.3 General maintenance items such as, but not limited to, lubrication, adjustments, firmware updates, etc., that are required to ensure that all systems are compatible with

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**EXHIBIT A – SCOPE OF WORK
FIRE PROTECTION SYSTEM SERVICES**

22-417

NFPA and all other standards, shall be the responsibility of Contractor with no additional cost to County.

2.1.4 Upon completion of an inspection or scheduled test, Contractor shall provide the report, in PDF format, and list of deficiencies to County Project Manager within seven (7) calendar days of when the inspection or scheduled test occurred. Along with the list of deficiencies, a quote shall be included, based on contract rates and requirements, to repair the deficiencies. Quotes shall include a completion time frame.

2.1.5 Any impairments found shall be reported to County Project Manager immediately.

2.2 Scheduled Testing

2.2.1 Per NFPA 72 and any other applicable standards, Contractor shall create a schedule for the **fire alarm systems** that clearly establishes a scope of semi-annual and annual visual inspection and functional testing requirements and submit to County Project Manager for the first year of the contract for approval.

A new schedule shall be submitted to County Project Manager for the upcoming year on each anniversary of contract execution.

2.2.2 Per NFPA 25 and any other applicable standards, Contractor shall create a schedule for the **fire sprinkler system** that clearly establishes a scope of quarterly, semi-annual, annual, three-year, five-year, twenty-year, and fifty-year visual inspection and functional testing requirements and submit to County Project Manager for the first year of the contract for approval.

A new schedule shall be submitted to County Project Manager for the upcoming year on each anniversary of contract execution.

2.2.3 Per NFPA 22, NFPA 25 and any other applicable standards, Contractor shall create a schedule for the **water storage tanks** that clearly establishes a scope of annual and five-year visual inspection and functional testing and submit to County Project Manager for the first year of the contract for approval.

A new schedule shall be submitted to County Project Manager for the upcoming year on each anniversary of contract execution.

2.2.4 Per NFPA 2001 and any other applicable standards, Contractor shall create a schedule for the **clean agent system** that clearly establishes a scope of semi-annual, annual, and five-year visual inspection and functional testing and submit to County Project Manager for the first year of the contract for approval.

A new schedule shall be submitted to County Project Manager for the upcoming year on each anniversary of contract execution.

2.2.5 Per applicable standards, Contractor shall create a schedule for **water backflow testing** that clearly establishes a scope of annual visual inspection and functional testing and submit to County Project Manager for the first year of the contract for approval.

A new schedule shall be submitted to County Project Manager for the upcoming year on each anniversary of contract execution.

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EXHIBIT A – SCOPE OF WORK
FIRE PROTECTION SYSTEM SERVICES

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- 2.2.6 Per NFPA 291, NFPA 25, and the American Waterworks Association Manual M17 and all applicable standards, Contractor shall create a schedule for **fire hydrants and post indicator valves** that clearly establishes a scope of visual inspection and functional testing and submit to the County Project Manager for the first year of the contract for approval.

A new schedule shall be submitted to County Project Manager for the upcoming year on each anniversary of contract execution.

2.3 Technical Requirements

2.3.1 Fire Alarm Systems

- 2.3.1.1 Fire alarm annual inspections shall be conducted in the month of October.
- 2.3.1.2 Components to be inspected shall include, but not limited to, all connected devices such as initiating devices, indicating devices, auxiliary devices, control panels, and batteries.
- 2.3.1.3 Prior to proceeding with any testing, all persons and facilities that will receive an alarm, supervisory, or trouble signal shall be notified by Contractor to prevent unnecessary response. At the conclusion of the testing, those previously notified shall be further notified that testing has concluded.
- 2.3.1.4 Several County facilities will require the testing of the horns and strobes to be performed before the business day begins, after hours, or on weekends. See Attachment 2 – Pricing.

2.3.2 Battery Tests

- 2.3.2.1 With the battery charger disconnected, Contractor shall load test the batteries per the manufacturer's specifications. The voltage level shall not fall below the levels specified. An artificial load equal to the full alarm load connected to the battery shall be permitted to be utilized in conducting this test. The readings from the test shall be recorded on the inspection sheet. The testing of the batteries shall be included in the cost of the fire alarm system of the building.
- 2.3.2.2 Contractor shall inspect batteries for corrosion or leakage, check and ensure tightness of connections, and if necessary, clean and coat the battery terminals or connections during inspections.
- 2.3.2.3 Batteries shall be replaced in accordance with the manufacturer's specifications. Proper disposal of the batteries shall be the responsibility of Contractor at no charge to County. When replaced, batteries shall be marked with the month and year of installation.
- 2.3.2.4 All batteries installed shall be new and have a date code of no greater than six (6) months earlier than that of the installation date.

2.3.3 Smoke Exhaust Systems

- 2.3.3.1 Testing of all smoke control and firemen's override systems, including building and stairwell and pressurization, shall be conducted per all current

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EXHIBIT A – SCOPE OF WORK

22-417

FIRE PROTECTION SYSTEM SERVICES

applicable NFPA requirements.

2.3.3.2 The cost for the inspections of the smoke exhaust systems shall be included in the inspection of the fire alarm system of that building. See Attachment 2 – Pricing.

2.3.3.3 The following buildings have smoke exhaust systems:

2.3.3.3.1 320 – Property Appraiser/Tax Collector

2.3.3.3.2 County Administration Building

2.3.3.3.3 Courthouse

2.3.3.3.4 Detention Center & Prelude

2.3.3.3.5 Historical Courthouse

2.3.3.3.6 Sheriff's Administration Building

2.3.4 Fire Sprinkler Systems

2.3.4.1 Prior to proceeding with any testing, all persons and facilities that will receive an alarm, supervisory, or trouble signal shall be notified by Contractor to prevent unnecessary response. At the conclusion of the testing, those previously notified shall be further notified that testing has concluded.

2.3.4.2 Work shall include visual inspection and functional testing to ensure proper operation of the system.

2.3.4.3 Components to be inspected and/or tested shall include, but not limited to, sprinkler heads, escutcheons, standpipes, fire pumps, control valves (all types), preaction deluge valves, pressure reducing and relief valves, check valves, alarm valves, all pipes, post indicating valves, fire hoses and fire hose stations, hanging buckets, valve supervisory switches, relays, gauges, fire department connections, flow switches, flow alarm and tamper devices, drains, strainers, filters, orifices, gaskets, gauges, spare sprinkler heads and cabinets, hydraulic name plates, required signage, and other fire alarm connections, and all related equipment and accessories.

2.3.4.4 Fire pump locations are as follows:

2.3.4.4.1 County Administration Building (one diesel pump feeds County Administration Building, Historical Courthouse, and Sheriff's Administration Building)

2.3.4.4.2 Courthouse

2.3.4.4.3 Detention Center

2.3.4.4.4 Fire Station 13

2.3.4.4.5 Fire Station 78

2.3.5 Water Tanks

Locations are as follows:

**EXHIBIT A – SCOPE OF WORK
FIRE PROTECTION SYSTEM SERVICES**

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- 2.3.5.1 Fire Station 11
- 2.3.5.2 Fire Station 13
- 2.3.5.3 Fire Station 78
- 2.3.5.4 Fire Station 83
- 2.3.5.5 Fire Station 110

2.3.6 Clean Agent

- 2.3.6.1 All components of the clean agent system, including batteries, shall be visually inspected, and functionally tested as outlined in NFPA 2001 included in the inspection cost.
- 2.3.6.2 Smoke Detection System: The Emergency Operations Center has an AIR-Intelligence ASD-320 Aspirating Smoke Detection system that is connected to the clean agent system. Contractor shall have the knowledge, ability, and equipment to work on this system. The requirement includes having a laptop computer with the proper connectors and software to diagnose and repair the system as needed.
- 2.3.6.3 Dust separator (filter) Cartridges shall be replaced once a year and shall be included in the cost of inspection. There are a total of eight (8) dust separator cartridges.
- 2.3.6.4 Locations are as follows:
 - 2.3.6.4.1 320 – Property Appraiser / Tax Collector (two separate units)
 - 2.3.6.4.2 County Administration Building (Control panel and one tank for four separate rooms)
 - 2.3.6.4.3 Courthouse (Five separate units)
 - 2.3.6.4.4 Emergency Communications Operations Center
One system with four different room locations. The first floor has four tanks with two tanks each for subfloor and above floor. The second floor has 2 tanks.

2.3.7 Water Backflows

- 2.3.7.1 There must be one (1) annual visual inspection and functional test of each Backflow Prevention Assembly (BFPA) completed each year in October.
- 2.3.7.2 All visual inspections, functional testing and repair work shall be conducted following Best Management Practices for Cross-Connection/Backflow Prevention set forth by the Florida Department of Environmental Protection and Cross-Connection Control, and the University of Florida, Training, Research and Education for Environmental Occupations (UF TREEO) Cross-Connection and Backflow Training Program.
- 2.3.7.3 Contractor shall be responsible for ensuring the paint is in good order with no rust, stain, or fading. If there is evidence of any of these, Contractor shall

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EXHIBIT A – SCOPE OF WORK

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FIRE PROTECTION SYSTEM SERVICES

clean and/or paint the unit. All paint must be applied in strict accordance with the paint's manufacturer's specifications and in a workmanlike manner.

2.3.7.4 The cost of keeping the units paint in good conditions shall be part of the inspection cost.

2.3.7.5 The following colors shall be used:

2.3.7.5.1 Fire: Red

2.3.7.5.2 Domestic: Blue

2.3.7.5.3 Irrigation: Green

2.3.7.6 Contractor shall install a tag with the company information, technician's name, and services provided.

2.3.7.7 Contractor shall send a copy of the inspection report to the proper agency listed on the pricing sheet.

2.3.8 Fire Hydrants and Post Indicator Valves

2.3.8.1 Annual visual inspections and functional shall be conducted in October.

2.3.8.2 Contractor shall use a listening device to check the main valve for leakage during inspections.

2.3.8.3 Contractor shall be responsible for ensuring the paint is in good order with no rust, stain, or fading. If there is evidence of any of these, Contractor shall clean and/or fading. If there is evidence of any of these, Contractor shall clean and/or paint the unit. All paint must be applied in strict accordance with the paint manufacturer's specifications and in a workmanlike manner.

3 SERVICE REQUESTS

3.1 Service requests shall be made by the Office of Facilities Management.

3.2 Upon notification, the response time to any non-emergency request shall not exceed twenty-four (24) hours. Any request deemed to be an emergency by County shall not exceed a response time of four (4) hours; this includes any after hour service requests.

3.3 Contractor shall provide County with a status report of the service request prior to the technician departing the site.

3.4 All parts furnished under this agreement shall be new and meet manufacturer's specifications.

3.5 All repair activities shall be approved by County Project Manager before it is performed. A quote must be submitted for repairs over five hundred dollars (\$500.00). Repairs with a total cost under four hundred and ninety-nine dollars (\$499.00) can be verbally approved while the technician is onsite.

4 ADDITIONAL INFORMATION

4.1 Fire Alarm monitoring is not a part of the contract requirements.

4.2 For equipment found to have been damaged by lightning, Contractor shall be required to have a licensed electrician complete the County "Lightning Affidavit form" and return it to

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EXHIBIT A – SCOPE OF WORK

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FIRE PROTECTION SYSTEM SERVICES

County Project Manager no later than seven (7) days after the reason for failure has been identified.

- 4.3 Inspection and testing reports shall be submitted along with the invoice for payment.

5 RECORD KEEPING

- 5.1 Inspection reports and service tickets shall include required NFPA information, as well as technician name, date of service, jobsite times, services rendered, any parts used during the service, facility name, facility address, model and serial number of equipment being serviced.
- 5.2 Each site shall have a record of all information kept in a detailed logbook. Information in these logbooks shall include, but not limited to, unit specifications and routine inspection reports. A log will be kept in the book, and anytime a service is provided, the technician shall name, date, and provide a description of their work while on site.

6 COUNTY RESPONSIBILITIES As stated in Exhibit D.

7 DELIVERY REQUIREMENTS AND ACCEPTANCE As stated in Exhibit D.

8 WARRANTY REQUIREMENTS As stated in Exhibit D.

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ADDENDUM NO. 1

23-417



P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Fire Protection System Services

09/27/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

NOTIFICATION

As built drawings mentioned in Q9 below are confidential in nature. Vendors must comply with Chapter 119.071(3), Florida Statutes regarding possession and control of these documents (no copying, no distribution, and no retention of the documents). County will electronically provide this to vendors that attended the mandatory pre—bid meeting. Exhibit H will be provided to the awarded vendor subject to the requirements of the cited Florida Statute.

QUESTIONS/RESPONSES

- Q1. Can you please provide the number of sprinkler heads on-site for each location in order to price the 20 year and 50 year testing?
- R1. Pricing shall be based on sampling of 10 sprinkler heads per building.
- Q2. Is Fire Alarm Monitoring a part of this contract?
- R2. No.
- Q3. Please verify when fire pump testing should take place.
- R3. Testing shall be required weekly or monthly, depending on the facility.
- Q4. When were the water tanks last inspected?
- R4. 2018
- Q5. Is FS 71 a part of this agreement?
- R5. FS71 will be added to this agreement after it's built and ready to occupy.
- Q6. How often is the sensitivity testing done?
- R6. Sensitivity testing will be conducted per NFPA requirements. Last sensitivity testing was conducted in 2021.
- Q7. For the backflows, who is responsible for painting?
- R7. This is the Contractor's responsibility.

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ADDENDUM NO. 1

23-417

- Q8. Can the fire alarm and fire sprinkler annual inspections be performed at the same time?
- R8. Yes.
- Q9. Does the County have as-built drawings for each facility?
- R9. A SharePoint link will be sent to all vendors that attended the mandatory pre-bid meeting. See Exhibit H – As Built.
- Q10. Can you please provide last year's test reports?
- R10. A SharePoint link will be sent to all vendors that attended the mandatory pre-bid meeting. See Exhibit G – Last Years Test Reports.
- Q11. What is the County's expectation for emergencies?
- R11. See Exhibit A, Section 3, Service Requests.
- Q12. What will the protocol if the Contractor is not able to obtain parts within a reasonable timeframe?
- R12. The Contractor shall contact and work with the Project Manager.

ACKNOWLEDGEMENT

Firm Name: Randall Mechanical

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Shannon Stevens*

Date: 10/10/2022

Print Name: Shannons Stevens

Title: Service and Inspections Manager

Primary E-mail Address: service@randallconstruction.com

Secondary E-mail Address: sstevens@randallconstruction.com

Exhibit B
Submittal Form

ATTACHMENT 1 – SUBMITTAL FORM

23-417

The undersigned hereby declares that: Randall Mechanical, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE PROTECTION SYSTEM SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

See Exhibit D, Facilities Sample Agreement.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 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? NO

5.0 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 Submittal 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. Randall Mechanical

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

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ATTACHMENT 1 – SUBMITTAL FORM

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7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

Not applicable.

9.0 GENERAL VENDOR INFORMATION:

Firm Name: Randall Mechanical
Street Address: 3307 Clarcona Rd
City: Apopka State and ZIP Code: FL 32703
Mailing Address (if different): Click or tap here to enter text.
Telephone: 407-464-7776 Fax: 407-464-7770
Federal Identification Number / TIN: 592880094
DUNS Number: 15-756-4865

10.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jeffery Condello*

Date: 10/11/2022

Print Name: Jeffery Condello

Title: Inspection & Service Manager

Primary E-mail Address: Service@randallconstruction.com

Secondary E-mail Address: sstevens@randallconstruction.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.



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Exhibit C Pricing Sheet

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Fire Protection Services

Attachment 2 - Pricing Sheet

Worksheet A - Backflows

Alterations to locked cells may result in disqualification of submission.

Section A: Backflows

Facility Name	Address	City	Manufacturer	Model #	Serial #	Device Type	Size in Inches	Type of Service	Reports to:	Annual Inspection & Testing Cost
2009 CEP	435 W Alfred St	Tavares	Wilkins	375	31567	RPZ	4	Domestic	Tavares	\$ 125.00
2009 CEP	435 W Alfred St	Tavares	Wilkins	375	128324	DDC	6	Fire	Tavares	\$ 125.00
2009 CEP	435 W Alfred St	Tavares	Wilkins	975XL	2612114	RPZ	2	Irrigation	Tavares	\$ 65.00
320 W Main St	320 W Main St	Tavares	Wilkins	950XL	2926063	DDC-BP	0.75	Fire	Tavares	\$ 65.00
320 W Main St	320 W Main St	Tavares	Wilkins	350DA	N28613	DDC	4	Fire	Tavares	\$ 125.00
320 W Main St	320 W Main St	Tavares	Wilkins	375	L46731	RPZ	4	Domestic	Tavares	\$ 125.00
320 W Main St	320 W Main St	Tavares	Wilkins	975XL	1004579	RPZ	2	Irrigation	Tavares	\$ 65.00
323 PW Administration	323 N Sinclair Ave	Tavares	Wilkins	Conbrad	4050502	RPZ	1	Irrigation	Tavares	\$ 65.00
323 PW Administration	323 N Sinclair Ave	Tavares	Wilkins	975XL2	4280094	RPZ	2	Domestic	Tavares	\$ 65.00
350 PW Engineering	350 N Sinclair Ave	Tavares	Wilkins	720A	828405	RPZ	1.5	Domestic	Tavares	\$ 65.00
Aldins House	55420 Front St	Astor	Wilkins	975XL	1599189	RPZ	0.75	Domestic	Lake County	\$ 65.00
Agricultural Center	1951 Woodlea Rd	Tavares	Wilkins	975XL	3063829	RPZ	2	Domestic	Tavares	\$ 65.00
Animal Shelter	12280 CR 448	Tavares	Wilkins	350DA	N62133		6	Fire	Tavares	\$ 125.00
Animal Shelter	12280 CR 448	Tavares	Wilkins	950 XL	HC22513	DC	75	Fire	Tavares	\$ 65.00
Animal Shelter	12280 CR 448	Tavares	Wilkins	375	L129084	DC	3	Domestic	Tavares	\$ 125.00
Animal Shelter	12280 CR 448	Tavares	Wilkins	975XL2	ABA0346	DC	1	Irrigation	Tavares	\$ 65.00
Animal Shelter	12280 CR 448	Tavares	Wilkins	975XL1	4849642	RP	1	Lift Station	Tavares	\$ 65.00
Area I Road Maintenance	2310 W Griffin Rd	Leesburg	Wilkins	975XL	161724	RPZ	1	Domestic	Tavares	\$ 65.00
Area II Road Maintenance	609 Duiston Ave	Minneapolis	Watts	009A12	A24376	RPZ	1	Domestic	Tavares	\$ 65.00
BCC Warehouse #1	32400 County Rd 473	Leesburg	Wilkins	350DA	N01736	DDC	6	Fire	Leesburg	\$ 125.00
BCC Warehouse #1	32400 County Rd 473	Leesburg	Wilkins	950XL	942261	DDC-BP	0.75	Fire	Leesburg	\$ 65.00
Community Center-Umatilla	17107 Ball Park Rd	Umatilla	Wilkins	975XL	1453564	RPZ	1	Domestic	Lake County	\$ 65.00
Community Center-Umatilla	17107 Ball Park Rd	Umatilla	Wilkins	950XL	1475000	DC	1.5	Domestic	Lake County	\$ 65.00
County Administration Building	315 W Main St (Bldg A)	Tavares	Watts	007M3QT	116394	DDC-BP	0.75	Fire	Tavares	\$ 65.00
County Administration Building	315 W Main St (Bldg A)	Tavares	Watts	709 DCDA	110922	DDC	8	Fire	Tavares	\$ 125.00
County Administration Building	315 W Main St (Bldg A)	Tavares	FEBCO	850	F0501281645	DC	4	Domestic	Tavares	\$ 125.00
County Administration Building	315 W Main St (Bldg A)	Tavares	FEBCO	850	F0412081316	DC	4	Domestic	Tavares	\$ 125.00
County Administration Building	315 W Main St (Bldg A)	Tavares	Wilkins	975XL	2676173	RPZ	2	Domestic	Tavares	\$ 65.00

AGREEMENT FOR FIRE PROTECTION SYSTEM SERVICES, RFP #23-417

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Fire Protection Services

Attachment 2 - Pricing Sheet

Courthouse	550 W Main St	Tavares	Wilkins	350	334824	DDC	8	Fire	Tavares	\$ 125.00
Courthouse	550 W Main St	Tavares	Wilkins	806YD	L108774	RPZ	2.5	Irrigation	Tavares	\$ 65.00
Courthouse	550 W Main St (secured area)	Tavares	Wilkins	975XL	4400523	RPZ	2	Domestic	Tavares	\$ 65.00
Courthouse	550 W Main St	Tavares	FEBCO	806YD	B5697	RPZ-DET	4	Domestic	Tavares	\$ 125.00
Courthouse	550 W Main St	Tavares	FEBCO	806YD	B6776	DDC	8	Fire	Tavares	\$ 125.00
Courthouse	550 W Main St	Tavares	Wilkins	350	A785343	DC-BP	0.75	Fire	Tavares	\$ 65.00
Courthouse	550 W Main St	Tavares	Wilkins	975XL	691959	RPZ	2	Domestic	Tavares	\$ 65.00
Courthouse	550 W Main St	Tavares	Wilkins	350	L57589	RPZ	6	Fire	Tavares	\$ 125.00
Detention Center	551 W Main St	Tavares	Wilkins	975 XL2	AB113868	RPZ	1	Muffin Monster	Tavares	\$ 65.00
Detention Center	551 W Main St	Tavares	FEBCO	806YD	B3520	RPZ	4	Domestic	Tavares	\$ 125.00
Detention Center	551 W Main St	Tavares	FEBCO	806YD	B4503	RPZ	4	Domestic	Tavares	\$ 125.00
Detention Center	551 W Main St	Tavares	FEBCO	806YD	B3862	DDC	10	Fire	Tavares	\$ 125.00
Detention Center	551 W Main St	Tavares	Watts	009XL	189040	RPZ	2	Domestic	Tavares	\$ 65.00
Detention Center	551 W Main St	Tavares	FEBCO	805YD	B4007	DC	6	Domestic	Tavares	\$ 125.00
Detention Center	551 W Main St	Tavares	Watts	709	400458	DDC	10	Domestic	Tavares	\$ 125.00
Detention Center	551 W Main St	Tavares	Wilkins	975XL	1947418	RPZ	2	Domestic	Tavares	\$ 65.00
Emergency Operations Center	425 W Alfred St	Tavares	Wilkins	375	75203	RPZ	3	Domestic	Tavares	\$ 125.00
Emergency Operations Center	426 W Alfred St	Tavares	Wilkins	975XL	3651854	RPZ	1	Irrigation	Tavares	\$ 65.00
Emergency Operations Center	427 W Alfred St	Tavares	Wilkins	375DA	M07552	DDC	4	Fire	Tavares	\$ 125.00
Emergency Operations Center	426 W Alfred St	Tavares	Wilkins	975XL	3604079	DDC-BP	0.75	Fire	Tavares	\$ 65.00
Environmental Services Lab	13100 County Landfill Rd	Tavares	Wilkins	975XL	4345462	RPZ	1	Domestic	Tavares	\$ 65.00
Environmental Services Road Operation	28598 Lady of the Lakes	Tavares	ASIES	30005S	165010708	RPZ	6	Domestic	Tavares	\$ 125.00
Environmental Services Road Operation	28598 Lady of the Lakes	Tavares	Wilkins	975XL	453733	RPZ	2	Domestic	Tavares	\$ 65.00
Environmental Services Road Operation	28598 Lady of the Lakes	Tavares	Watts	009XL	A31567	RPZ	1.5	Domestic	Tavares	\$ 65.00
Environmental Services Administration	13130 County Landfill Rd	Tavares	Wilkins	975XL	619351	RPZ	0.75	Domestic	Tavares	\$ 65.00
Environmental Services Administration	13130 County Landfill Rd	Tavares	Watts	9	26714	RPZ	1.5	Domestic	Tavares	\$ 65.00
Environmental Services Fuel Depot	13100 County Landfill Rd	Tavares	Wilkins	975XL	1540358	RPZ	0.75	Domestic	Tavares	\$ 65.00
Environmental Services Haz-Mat Station	13100 County Landfill Rd	Tavares	Apollo	RP4A	359678	RPZ	1	Domestic	Tavares	\$ 65.00
Environmental Services Haz-Mat Trailer	13100 County Landfill Rd	Tavares	Apollo	RP4A	439127	RPZ	1	Domestic	Tavares	\$ 65.00
Environmental Services Scalehouse	13130 County Landfill Rd	Tavares	Wilkins	975XL	1509466	RPZ	0.75	Domestic	Tavares	\$ 65.00
Environmental Services WMFO	13100 County Landfill Rd	Tavares	Wilkins	975XL	2676261	RPZ	1	Domestic	Tavares	\$ 65.00
Environmental Services WMFO	13130 County Landfill Rd	Tavares	Watts	007MIQT	A15702	RPZ	1	Irrigation	Tavares	\$ 65.00
Fairgrounds - Expo Bldg	2101 County Rd 452	Euclid	Wilkins	720A	812712	DC	0.75	Irrigation	Euclid	\$ 65.00
Fairgrounds - Expo Bldg	2101 County Rd 452	Euclid	Wilkins	975XL2	4236936	RPZ	0.75	Domestic	Euclid	\$ 65.00

AGREEMENT FOR FIRE PROTECTION SYSTEM SERVICES, RFP #23-417

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Fire Protection Services

Attachment 2 - Pricing Sheet

Fairgrounds - Expo Bldg	2101 County Rd 452	Enata	Wilkins	975XL2	4236915	RPZ	0.75	Lift Station	Lake County	\$ 65.00
Fire Station 10	23023 SR 40	Astor	Wilkins	4000B	05292	RPZ	2	Domestic	Lake County	\$ 65.00
Fire Station 10	23023 SR 40	Astor	Watts	800M4	565627	RPZ	1	Irrigation	Lake County	\$ 65.00
Fire Station 13	25250 CR 42	Parsley	Wilkins	975XL2	4223171	RPZ	2	Domestic	Lake County	\$ 65.00
Fire Station 13	25250 CR 42	Parsley	Watts	957 RPA	UG-1728	RPZ	3	Fire	Lake County	\$ 125.00
Fire Station 14	18840 SR 42	Altoona	Wilkins	975XL	4289109	RPZ	2	Domestic	Lake County	\$ 65.00
Fire Station 14	18840 SR 42	Altoona	Wilkins	350DA	N51207	DDC	4	Fire	Lake County	\$ 125.00
Fire Station 14	18840 SR 42	Altoona	Wilkins	950XL	4251641	DDC-BP	0.75	Fire	Lake County	\$ 65.00
Fire Station 27	19212 SR 44	Enata	Flomatic	DCV	E1806	RPZ	1	Domestic	Enata	\$ 65.00
Fire Station 70	531 Sunnyside Dr	Leesburg	Wilkins	975XL	1385868	RPZ	1	Domestic	Leesburg	\$ 65.00
Fire Station 72	12340 County Rd 44	Leesburg	Wilkins	975XL	2968563	RPZ	2	Domestic	Enata	\$ 65.00
Fire Station 78	16345 CR 448	Mt Dora	Wilkins	975XL	2575235	Rpz	1.5	Domestic	Mt Dora	\$ 65.00
Fire Station 78	16345 CR 448	Mt Dora	Watts	069542	23820	RPZ	1.5	Domestic	Mt Dora	\$ 65.00
Fire Station 78	16345 CR 448	Mt Dora	Wilkins	950XL	3283254	DDC-BP	0.75	Fire	Mt Dora	\$ 65.00
Fire Station 82	24939 US Hwy 27	Leesburg	Wilkins	450da	03787	DDX	4	Fire	Mt Dora	\$ 125.00
Fire Station 109	11630 Lakeshore Dr	Clemont	Wilkins	975XL2	3542018	RPZ	2	Domestic	Leesburg	\$ 65.00
Fire Station 112	16240 County Rd 474	Clemont	Watts	LF0095LQ7	024270	RPZ	1.5	Domestic	Clemont	\$ 65.00
Fire Station 112	16240 County Rd 474	Clemont	Wilkins	975XL	1553812	RPZ	1	Domestic	Clemont	\$ 65.00
Fleet	20423 Independence Blvd	Groveland	Wilkins	975XL	2217338	RPZ	1.5	Domestic	Groveland	\$ 65.00
Fleet	20423 Independence Blvd	Groveland	Wilkins	350ADA	V10005	DC	8	Fire	Groveland	\$ 125.00
Fleet	20423 Independence Blvd	Groveland	Wilkins	950XL	2432879	DC	0.75	Fire	Groveland	\$ 65.00
Fleet	20423 Independence Blvd	Groveland	Wilkins	950XL	1321391	DC	1.5	Domestic	Groveland	\$ 65.00
Health-Administration Department	16140 Hwy 441 So	Enata	Wilkins	975XL	4781868	RPZ	1	Domestic	Enata	\$ 65.00
Health-Clemont Oodley Seaver	575 Oodley Seaver Dr.	Clemont	Watts	069542	A01719	RPZ	1.5	Domestic	Clemont	\$ 65.00
Health - Clemont WIC	560 W. Denoto St	Clemont	Wilkins	975XL	935533	RPZ	0.75	Domestic	Clemont	\$ 65.00
Health-Leesburg	21113 W Griffin Rd	Leesburg	Wilkins	975XL	1671739	RPZ	1	Domestic	Leesburg	\$ 65.00
Health-Leesburg	21113 W Griffin Rd	Leesburg	Wilkins	975XL	W073739	RPZ	1.5	Domestic	Leesburg	\$ 65.00
Health-Leesburg WIC	1904 Griffin Rd	Leesburg	Wilkins	975XL	3318752	RPZ	0.75	Domestic	Leesburg	\$ 65.00
Health-Umatilla	249 Collins Av	Umatilla	Wilkins	975XL	ACH0213	RPZ	2	Domestic	Lake County	\$ 65.00
Health-Umatilla	249 Collins Av	Umatilla	Wilkins	375	L36035	RPZ	2.5	Domestic	Lake County	\$ 65.00
Health-Umatilla	249 Collins Av	Umatilla	Wilkins	350DA	N26025	DDC	6	Fire	Lake County	\$ 125.00
Health-Umatilla	249 Collins Av	Umatilla	Wilkins	950XL	3634648	RPZ	0.75	Fire	Lake County	\$ 65.00
Hickory Point	27345 SR 19	Tavara	Wilkins	975 XL2	4595398	RPZ	1	Domestic	Tavara	\$ 65.00

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Attachment 2 - Pricing Sheet

Hickory Point	27345 SR 19	Tavares	Wilkins	975 XL2	4610449	RPZ	0.75	Lift Station	Tavares	\$ 65.00
Hickory Point	27345 SR 19	Tavares	Wilkins	975 XL2	4563693	RPZ	2	Domestic	Tavares	\$ 65.00
Library-Astor	54905 Alco Rd	Astor	Wilkins	720A	T110697	RP	1	Domestic	Lake County	\$ 65.00
Library-Astor	54905 Alco Rd	Astor	Wilkins	975XL	1644478	RPZ	1	Domestic	Lake County	\$ 65.00
Library-Astor	54905 Alco Rd	Astor	Wilkins	970XL	1702265	DDC	1	Domestic	Lake County	\$ 65.00
Library-Cagan Crossing	16729 Cagan Oaks	Clermont	Wilkins	975XL	2808269	RPZ	2	Domestic	Clermont	\$ 65.00
Library-Cagan Crossing	16729 Cagan Oaks	Clermont	Wilkins	975XL	2808280	RPZ	2	Domestic	Clermont	\$ 65.00
Library-Cagan Crossing	16729 Cagan Oaks	Clermont	Wilkins	350DA	N24407	DC	6	Fire	Clermont	\$ 125.00
Library-Cagan Crossing	16729 Cagan Oaks	Clermont	Wilkins	950XLD	2461563	DC	0.75	Fire	Clermont	\$ 65.00
Mosquito Control	401 S. Blenheim Av	Tavares	Wilkins	975XL	1553367	RPZ	1	Domestic	Tavares	\$ 65.00
Parks and Trails	2401 Woodlea Rd	Tavares	Wilkins	975XL	3146751	RPZ	2	Domestic	Tavares	\$ 65.00
Parks and Trails	2401 Woodlea Rd	Tavares	Wilkins	720A	T038440	RPZ	1	Irrigation	Tavares	\$ 65.00
Park-Lake Idanere	12335 CR 443	Tavares	Watts	069512QT	56669	RPZ	1.5	Domestic	Tavares	\$ 65.00
Pine Meadows Park	2250 Pine Meadows Golf Course Rd.	Ennis	Wilkins	975 XL2	4469990	RPZ	2	Domestic	Ennis	\$ 65.00
Property Records Storage	313 S. Blenheim Av	Tavares	FEBCO	805YD	B16351	DC	4	Fire	Tavares	\$ 125.00
Property Records Storage	313 S. Blenheim Av	Tavares	Wilkins	720A	Q247868	DC	1	Irrigation	Tavares	\$ 65.00
Property Records Storage	313 S. Blenheim Av	Tavares	Combraco	F0610	40105A2	DC	1	Domestic	Tavares	\$ 65.00
Public Defender	123 N. Sinclair Av	Tavares	Wilkins	975XL	3481622	RPZ	2	Domestic	Tavares	\$ 65.00
Public Defender	123 N. Sinclair Av	Tavares	Wilkins	350	J34562	DC	4	Fire	Tavares	\$ 125.00
Sheriff's Administration Building	360 W. Ruby St	Tavares	Wilkins	375	L124836	RPZ	6	Domestic	Tavares	\$ 125.00
Sheriff's Aircraft Hanger	328-340 Echo Dr	Leesburg	Wilkins	975XL	4542203	RPZ	1	Domestic	Leesburg	\$ 65.00
Sheriff's South Lake Substation	15855 SR 50	Clermont	Ames	30005S	1697690409	DDC	6	Fire	Clermont	\$ 125.00
Sheriff's South Lake Substation	15855 SR 50	Clermont	Watts	007M1-QT	13228	DDC-BP	0.75	Fire	Clermont	\$ 65.00
Sheriff's South Lake Substation	15855 SR 50	Clermont	Wilkins	975XL2		RPZ	2	Domestic	Clermont	\$ 65.00
Sheriff's Vehicle Maintenance	1923 McDonald Av	Ennis	Wilkins	975XL	3211878	RPZ	2	Domestic	Ennis	\$ 65.00
Tax Collector-Leesburg	1720 North Citrus Boulevard	Leesburg	Wilkins	975XL	4651566	RPZ	2	Domestic	Leesburg	\$ 65.00
Tax Collector-Leesburg	1720 North Citrus Boulevard	Leesburg	Wilkins	975XL	1037282	RPZ	2	Domestic	Leesburg	\$ 65.00
Tax Collector-Tavares	1800 David Walker Dr	Tavares	Wilkins	350 DA	S53227	DC	6	Fire	Tavares	\$ 125.00
Tax Collector-Tavares	1800 David Walker Dr	Tavares	Wilkins	975XL	4304778	RPZ	2	Irrigation	Tavares	\$ 65.00
Tax Collector-Tavares	1800 David Walker Dr	Tavares	Wilkins	975XL	4304759	RPZ	2	Domestic	Tavares	\$ 65.00
Tax Collector-Tavares	1800 David Walker Dr	Tavares	Wilkins	950XL	4335725	DC	0.75	Fire	Tavares	\$ 65.00
Tax Collector-South Lake	1505 S Hooks St	Clermont	Apollo	RPLF4A	794348	RPZ	1.5	Domestic	Clermont	\$ 65.00
Tax Collector-South Lake	1505 S Hooks St	Clermont	Apollo	DCD4LF4A	60243	DDC	10	Fire	Clermont	\$ 65.00
Tax Collector-South Lake	1505 S Hooks St	Clermont	Apollo	DCLF4A	604368	DDC	0.75	Fire	Clermont	\$ 65.00

AGREEMENT FOR FIRE PROTECTION SYSTEM SERVICES, RFP #23-417

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Attachment 2 - Pricing Sheet

Traffic Operations	28127 CR 561	Tavares	Williams	975XL	2081110	RPZ	1	Domestic	Tavares	\$	65.00
Traffic Operations Annex	28129 CR 561	Tavares	Watts	LF009M1QT	043165	RPZ	2	Domestic	Tavares	\$	65.00
Total Backflow Cost											\$10,560.00

Section B: Fire Hydrant Locations

Facility Name	Address	City	#	Report to:	Annual Cost
Judicial Center	550 W. Main St	Tavares	1	Tavares	\$ 75.00
Animal Shelter (NEW)	12280 CR 448	Tavares	1	Tavares	\$ 75.00
Lake County Detention Center	551 W. Main St	Tavares	1	Tavares	\$ 75.00
Lake County Detention Center	551 W. Main St	Tavares	2	Tavares	\$ 75.00
Lake County Detention Center	551 W. Main St	Tavares	3	Tavares	\$ 75.00
Lake County Detention Center	551 W. Main St	Tavares	4	Tavares	\$ 75.00
Fleet Maintenance Facility	20423 Independence Blvd	Groveland	1	Groveland	\$ 75.00
Fleet Maintenance Facility	20423 Independence Blvd	Groveland	2	Groveland	\$ 75.00
Sheriff's South Lake Substation	15855 SR 50	Clermont	1	Groveland	\$ 75.00
Sheriff's South Lake Substation	15855 SR 50	Clermont	2	Groveland	\$ 75.00
Tax Collector-Tavares	1800 David Walker Dr	Tavares	1	Tavares	\$ 75.00
Total Fire Hydrant Cost					\$825.00

Section C: Post Indicator Valves

Facility Name	Address	City	#	Report to:	Annual Cost
Public Defender	129 N. Sinclair Ave	Tavares	1	Tavares	\$50.00
Judicial Center (JC)(front of PD)	550 W. Main St	Tavares	1	Tavares	\$50.00
Fleet Maintenance	20423 Independence Blvd	Groveland	1	Groveland	\$50.00
Judicial Center	550 W. Main St	Tavares	1	Tavares	\$50.00
Public Defender	129 N Sinclair Ave	Tavares	1	Tavares	\$50.00
Total Post Indicator Valve Cost					\$250.00
Total Annual Cost (A, B, & C)					\$11,635.00

AGREEMENT FOR FIRE PROTECTION SYSTEM SERVICES, RFP #23-417

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Worksheet B - Fire Alarm (Includes Battery Tests, Smoke Exhaust Systems)

Fire Protection

Attachment 2 - Pricing Sheet

Alterations to locked cells may result in disqualification of submissions

Building Name	Address	City	Inspection Notes	Panel manufacturer / model number	Horn/ Strobo	Pull Station	Strobo	Smoke Detectors	Duct Detectors	Heat Detector	Waterflow	Tamper Valve	Pressure Switch	Semi-Annual Visual Inspection & Functional Testing Cost	Annual Visual Inspection & Functional Testing Cost without Sensitivity Testing	Annual Visual Inspection & Functional Testing Cost with Sensitivity Testing	Total Cost
2009 CEP	435 W. Alfred St	Farmers	N/A	Notifier NFW2-100	10	8	2	6	0	1	1	2	0	\$ 175.00	\$ 275.00	\$200.00	\$749.00
320 W Main St	320 W Main St	Farmers	Horns and strobes shall be activated before 7:30A or after 5:15P	Notifier NFW2-100	16	10	8	13	4	0	2	5	0	\$ 1,235.00	\$ 1,285.00	\$1,300.00	\$3,820.00
Ay Center Greenhouses	30208 SR 19	Farmers	N/A	Silent Knight-550B	15	13	0	8	6	0	0	0	0	\$ 175.00	\$ 275.00	\$200.00	\$749.00
Animal Shelter (new)	12208 CR 444	Farmers	Wednesdays		42	21	9	5	13	1	1	3	0	\$ 260.00	\$ 310.00	\$325.00	\$895.00
BCC Clerk's Warehouse	32406 County Rd 473	Leesburg	N/A	Silent Knight-550B	8	8	4	24	3	0	1	2	0	\$ 485.00	\$ 535.00	\$550.00	\$1,570.00
Communications Facility	20415 Independence Blvd	Grovesland	N/A	Notifier NFW2-100	14	4	0	2	1	0	0	0	0	\$ 260.00	\$ 310.00	\$325.00	\$895.00
County Administration Building (CAB)	315 W Main St	Farmers	Inspections shall be conducted afterhours or on the weekend	Silent Knight-6820	57	12	0	30	2	57	5	14	0	\$ 1,535.00	\$ 1,585.00	\$1,600.00	\$4,720.00
Courthouse	550 W Main St	Farmers	Inspections shall be conducted afterhours or on the weekend	Notifier NFS-3030	275	46	168	119	28	12	10	27	0	\$ 4,940.00	\$ 4,990.00	\$5,005.00	\$14,935.00
Detection Center Prelude	551 W Main St	Farmers	N/A	Notifier Silent Knight	208	7	24	472	168	26	13	18	0	\$ 5,530.00	\$ 5,580.00	\$5,595.00	\$16,705.00
ECOC	425 W Alfred St	Farmers	Horns and strobes shall be activated before 7:30A or after 5:15P	Notifier	11	7	12	23	4	0	3	5	0	\$ 566.00	\$ 616.00	\$631.00	\$1,813.00
Fairgrounds	2161 County Rd 452	Emus	No Thursdays	Silent Knight-510A	3	3	0	0	0	0	0	0	0	\$ 190.00	\$ 240.00	\$255.00	\$685.00
Fire Station 10	23023 SR 40	Amor	N/A	FireLite M5-5UD	7	4	3	2	0	5	0	0	0	\$ 215.00	\$ 265.00	\$280.00	\$760.00
Fire Station 13	29230 CR 42	Pauley	N/A	FireLite M5-5UD	12	6	7	4	0	6	1	7	0	\$ 240.00	\$ 290.00	\$305.00	\$835.00
Fire Station 14	18840 CR 41	Abbeona	N/A	Silent Knight-520B	3	4	8	1	2	4	1	3	0	\$ 230.00	\$ 280.00	\$295.00	\$805.00
Fire Station 78	16345 CR 448	Mr Dora	N/A	Silent Knight-2700	8	4	5	7	1	4	1	7	0	\$ 240.00	\$ 290.00	\$305.00	\$835.00
Fire Station 110	6234 County Rd 161	Clemont	N/A	FireLite M5-5UD	2	2	2	2	0	5	0	0	0	\$ 290.00	\$ 340.00	\$355.00	\$985.00
Fire Station 112	16240 County Rd 474	Clemont	N/A	Silent Knight-520B	8	5	0	4	1	5	0	0	0	\$ 290.00	\$ 340.00	\$355.00	\$985.00
Fleet Maintenance Facility	20425 Independence Blvd	Grovesland	N/A	Silent Knight-520B	0	1	0	1	0	0	1	2	1	\$ 240.00	\$ 290.00	\$305.00	\$835.00
Health Clinic - Uxcellia	249 Collins Ave	Uxcellia	Horns and strobes shall be activated before 7:30A or after 5:15P	Notifier NFW-50	33	6	34	4	0	0	1	2	0	\$ 340.00	\$ 390.00	\$405.00	\$1,135.00
Historic Courthouse	317 W Main St	Farmers	Horns and strobes shall be activated before 7:30A or after 5:15P	Silent Knight-6820	35	15	0	32	0	33	7	11	0	\$ 715.00	\$ 765.00	\$780.00	\$2,260.00
Library - Capra Crossings	16729 Capra Cross	Clemont	Horns and strobes shall be activated before 9:30A	Notifier NFW2-100	58	12	0	2	6		2	0	0	\$ 540.00	\$ 590.00	\$605.00	\$1,735.00
Parking Garage	200 N Sumlar Ave	Farmers	N/A	Notifier NFW2-100	0	0	0	2	0	17	0	0	0	\$ 190.00	\$ 240.00	\$255.00	\$685.00
Property Records Storage	313 S. Blenheim Ave	Farmers	N/A	Silent Knight-5230	9	2	0	1	0	1	1	2	0	\$ 190.00	\$ 240.00	\$255.00	\$685.00
Public Defender	123 N Sumlar Ave	Farmers	Horns and strobes shall be activated before 7:30A or after 5:15P	Silent Knight-550B	20	8	20	0	4	0	1	4	0	\$ 290.00	\$ 290.00	\$305.00	\$885.00
Road Operations Center	28598 Loby of the Lakes	Farmers	N/A	Silent Knight-5104B	0	1	0	0	0	1	1	3	0	\$ 170.00	\$ 170.00	\$185.00	\$525.00
Sheriff's Administration Building	360 Ruby St	Farmers	Horns and strobes shall be activated before 7:30A or after 5:15P	Silent Knight-6820	20	8	0	7	0	5	0	6	0	\$ 630.00	\$ 630.00	\$645.00	\$1,905.00
Sheriff's South Lake Substation	15855 SR50	Clemont	N/A	Notifier NFW2-100	23	5	0	4	4	0	1	2	0	\$ 330.00	\$ 390.00	\$405.00	\$1,125.00
Tax Collector-South Lake	15905 Hooks St	Clemont	Horns and strobes shall be activated before 7:30A or after 5:15P	Silent Knight-5203XL	25	5	0	3	4	4	1	3	0	\$ 830.00	\$ 890.00	\$905.00	\$2,625.00
Tax Collector-Leesburg	1720 N Citrus Blvd	Leesburg	Horns and strobes shall be activated before 7:30A or after 5:15P	Notifier NFW2-100	15	6	7	2	4	8	0	0	0	\$ 830.00	\$ 890.00	\$905.00	\$2,625.00
Tax Collector-Farmers	1800 David Walker	Farmers	Horns and strobes shall be activated before 7:30A or after 5:15P	Silent Knight-5700	14	3	2	1	0	0	1	3	0	\$ 830.00	\$ 890.00	\$905.00	\$2,625.00
Total Annual Cost - Fire Alarm																	\$72,379.00

AGREEMENT FOR FIRE PROTECTION SYSTEM SERVICES, RFP #23-417

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Fire Protection

Attachment 2 - Pricing Sheet

Worksheet C - Fire Sprinklers

Amounts to be paid only may result in disqualification of submission.

Building Name	Address	City	Type & Equipment	Quarterly Visual Inspection & Functional Testing #1 Cost	Quarterly Visual Inspection & Functional Testing #2 Cost	Semi-Annual Visual Inspection & Functional Testing Cost	Annual Visual Inspection & Functional Testing Cost	3 Year Visual Inspection & Functional Testing Cost	5 Year Visual Inspection & Functional Testing Cost	20 Year Quick Response Sprinkler Functional Testing Cost	50 Year Standard Response Sprinkler Functional Testing Cost	Total Cost
2009 CEP	437 W. Alameda St	Elmer	Wetpipe	\$150.00	\$150.00	\$175.00	\$ 200.00		\$350.00	TBD	TBD	\$671.00
130 W Main St	130 W Main St	Elmer	Wetpipe	\$250.00	\$250.00	\$700.00	\$ 700.00		\$350.00	TBD	TBD	\$1,700.00
Animal Shelter (new)	1225S CR 443	Elmer	Wetpipe	\$150.00	\$150.00	\$175.00	\$ 300.00		\$350.00	TBD	TBD	\$771.00
McC Child's Warehouse	12400 County Rd 479	Lewistown	Wetpipe	\$150.00	\$150.00	\$175.00	\$ 250.00		\$350.00	TBD	TBD	\$725.00
County Administration Building (CAB)	713 W Main St	Elmer	Wetpipe Standpipes, Dural Fire pump	\$300.00	\$300.00	\$400.00	\$ 650.00		\$550.00	TBD	TBD	\$1,450.00
Courthouse	350 W Main St	Elmer	Wetpipe Drypipe, Standpipe, Electric Fire pump	\$1,200.00	\$1,200.00	\$1,450.00	\$ 1,500.00	\$1,600.00	\$2,500.00	TBD	TBD	\$7,150.00
Detention Center Prebld	531 W Main St	Elmer	Wetpipe Standpipes, Drypipe, Electric Fire pump	\$700.00	\$700.00	\$2,100.00	\$ 2,300.00		\$2,300.00	TBD	TBD	\$1,600.00
ECOC	425 W Alford St	Elmer	Wetpipe Standpipes	\$875.00	\$875.00	\$700.00	\$ 550.00		\$550.00	TBD	TBD	\$1,800.00
Fire Station 10	21250 CR 42	Paulsboro	Wetpipe Electric Firepump	\$250.00	\$250.00	\$400.00	\$ 700.00		\$350.00	TBD	TBD	\$1,800.00
Fire Station 14	18340 CR 42	Adams	Wetpipe	\$150.00	\$150.00	\$175.00	\$ 200.00		\$350.00	TBD	TBD	\$675.00
Fire Station 78	16345 CR 443	Old Elmer	Wetpipe, Electric Fire pump	\$250.00	\$250.00	\$400.00	\$ 700.00		\$350.00	TBD	TBD	\$1,600.00
Flint Maintenance Facility	20423 Independence Rd-d	Greenwood	Drypipe	\$150.00	\$150.00	\$175.00	\$ 225.00	\$250.00	\$350.00	TBD	TBD	\$750.00
Health Clinic - Utanilla	249 Collins Ave	Utanilla	Wetpipe	\$150.00	\$150.00	\$175.00	\$ 200.00		\$350.00	TBD	TBD	\$671.00
Home Care Center	317 W Main St	Elmer	Wetpipe Standpipes	\$175.00	\$175.00	\$400.00	\$ 550.00		\$350.00	TBD	TBD	\$1,100.00
Lobby - Cogan Carriage	18720 Cogan Oaks	Clemson	Wetpipe	\$150.00	\$150.00	\$250.00	\$ 300.00		\$350.00	TBD	TBD	\$850.00
Paving Garage	200 N Lincoln Ave	Elmer	Dry Standpipes	\$150.00	\$150.00	\$175.00	\$ 175.00		\$350.00	TBD	TBD	\$771.00
Property Records Storage	113 S. Boulevard Ave	Elmer	Wetpipe Standpipes	\$150.00	\$150.00	\$175.00	\$ 200.00		\$350.00	TBD	TBD	\$671.00
Public Defender	123 N Lincoln Ave	Elmer	Wetpipe	\$150.00	\$150.00	\$175.00	\$ 225.00		\$350.00	TBD	TBD	\$750.00
Road Operations Center	26391 Lady of the Lake	Elmer	Drypipe	\$150.00	\$150.00	\$175.00	\$ 200.00	\$250.00	\$350.00	TBD	TBD	\$671.00
Shaw's Administration Building	340 Ruby St	Elmer	Wetpipe Drypipe Standpipes	\$300.00	\$300.00	\$650.00	\$ 750.00	\$250.00	\$350.00	TBD	TBD	\$1,000.00
Shaw's South Lake Substation	11635 SR10	Clemson	Wetpipe	\$150.00	\$150.00	\$200.00	\$ 400.00		\$350.00	TBD	TBD	\$900.00
Tex Collection-South Lake	1703 Hooks St	Clemson	Wetpipe	\$150.00	\$150.00	\$250.00	\$ 300.00		\$350.00	TBD	TBD	\$850.00
Tex Collection-Central	1699 David Walker	Elmer	Wetpipe	\$150.00	\$150.00	\$250.00	\$ 300.00		\$350.00	TBD	TBD	\$850.00
Total Annual Cost - Fire Sprinklers												\$14,300.00

Fire Pump Test							Quantity	UOM	Cost per Test	Annual Total
County Administration Building (CAB)	713 W Main St	Elmer	Weekly Visual Inspection & Functional Testing				12	Weeks	\$175.00	\$9,100.00
Courthouse	350 W Main St	Elmer	Monthly Visual Inspection & Functional Testing				12	Months	\$175.00	\$1,100.00
Detention Center Prebld	531 W Main St	Elmer	Monthly Visual Inspection & Functional Testing				12	Months	\$175.00	\$1,100.00
Fire Station 13	21250 CR 42	Paulsboro	Monthly Visual Inspection & Functional Testing				12	Months	\$175.00	\$1,100.00
Fire Station 78	16345 CR 443	Old Elmer	Monthly Visual Inspection & Functional Testing				12	Months	\$175.00	\$1,100.00
Total Annual Cost-Fire Pump									\$175.00	\$17,500.00

Total Annual Cost for Fire Sprinklers and Fire Pump Test												\$31,800.00
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AGREEMENT FOR FIRE PROTECTION SYSTEM SERVICES, RFP #23-417

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Fire Protection

Attachment 2 - Pricing Sheet

Worksheet D - Water Tanks

Alterations to locked cells may result in disqualification of submission.

Building Name	Address	City	Gallons	Tank type	Annual Visual Inspection & Functional Testing Cost	5 Year Visual Inspection & Functional Testing Cost
Fire Station 11	47544 SR 19	Altoona	11,750	Saddle tank	\$1,850.00	\$2,550.00
Fire Station 13	25250 CR 42	Paisley	32,281	Gallon Bolted GST	\$1,850.00	\$2,550.00
Fire Station 78	16345 CR 448	Mt Dora	32,281	Gallon Bolted GST	\$1,850.00	\$2,550.00
Fire Station 83	15303 Ferndale Community Rd.	Ferdale	10,000	Saddle tank	\$1,850.00	\$2,550.00
Fire Station 110	6234 County Rd 561	Clermont	10,000	Saddle tank	\$1,850.00	\$2,550.00
Total Annual Cost - Water Tanks					\$9,250.00	\$12,750.00

AGREEMENT FOR FIRE PROTECTION SYSTEM SERVICES, RFP #23-417

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Fire Protection

Attachment 2 - Pricing Sheet

Worksheet E - Clean Agents

Alterations to locked cells may result in disqualification of submission.

Building Name	Address	City	Additional Information	Unit #	Manufacturer	Model	Serial #	Semi-Annual Visual Inspection & Functional Testing Cost	Annual Visual Inspection & Functional Testing Cost	5 Year External Visual Tank Inspection	5 Year Hose Visual Inspection & Functional Testing	Total Cost
320 W Main St	320 W Main St.	Tavares	2 separate units	1	Fike	SHP pro	24224-0238	\$600.00	\$ 800.00	NA	NA	\$1,400.00
				2	Fike	SHP pro	24224-0257	\$600.00	\$ 800.00	NA	NA	\$1,400.00
County Administration Building (CAB)	315 W. Main St.	Tavares	1 control panel, 1 tank, 4 rooms	1		SHP pro	23039-0281	\$1,000.00	\$ 1,200.00	NA	NA	\$2,200.00
Courthouse	550 W Main St.	Tavares	5 separate units	1	Ansul	Z10	566353	\$600.00	\$ 800.00	NA	NA	\$1,400.00
				2	Ansul	A P Z10	0566353	\$600.00	\$ 800.00	NA	NA	\$1,400.00
				3	Kidde	Aegis 2.0	06-220113-002	\$600.00	\$ 800.00	NA	NA	\$1,400.00
				4	Ansul	A P Z10	0566053	\$600.00	\$ 800.00	NA	NA	\$1,400.00
				5	Ansul	Autopulise	U/K	\$600.00	\$ 800.00	NA	NA	\$1,400.00
ECOC	425 W. Alfred St.	Tavares	1 control panel, 6 tanks, 4 rooms, Includes smoke detection system	1	Chemetron	Chemetron	06-220012-001	\$1,000.00	\$ 1,200.00	NA	NA	\$2,200.00
Total Annual Cost - Clean Agents												\$14,200.00

AGREEMENT FOR FIRE PROTECTION SYSTEM SERVICES, RFP #23-417

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Fire Protection

Attachment 2 - Pricing Sheet

Worksheet F - Time and Materials

Alterations to locked cells may result in disqualification of submission.

The Contractor shall provide an hourly rate for labor and the percentage over the cost to the Contractor for any repair and parts that may be needed. The hours paid under this contract shall be productive hours at the jobsite and shall be a fixed hourly rate. The fixed hourly rate shall include labor, travel time, trip charges, delivery charges, equipment, and supervision for the performance of the Scope of Services.

Section C can be used if the Contractor has suggestions for inspection, testing, or maintenance services that may enhance and improve the systems over and above the basic items listed in the pricing sections.

Pricing for Additional Work Not Specified In Scope

Section A. Hourly Rates

Description	Rate
Lead technician - Normal working hours (8:00 am to 5:00 pm)	\$85.00
Helper - Normal working hours (8:00 am to 5:00 pm)	\$65.00
Lead technician - after hours	\$125.00
Helper - after hours	\$90.00

Section B. Mark-Up Percentage

Material mark-up for cost of parts, materials, and equipment	25.00%
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Section C - Add Alternate

Service Description	Cost

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Fire Protection

Attachment 2 - Pricing Sheet

Worksheet G - Contract Renewals

Alterations to locked cells may result in disqualification of submission.

The following information is required for price redetermination consideration:

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20.00%
Which does the firm use: Diesel fuel or Gasoline?	Gasoline
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	32.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	20.00%