



## MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 5/19/2022	Contract Number: 22-426 Title: <u>Public Safety Support Tower Lighting</u> Effective Date:
Contracting Officer: Sandra Rogers, CPPB E-mail: srogers@lakecountyfl.gov Telephone Number: (352) 343-9832	Contractor Name and Address:  Name: Lumenserve Address: 4818 East Ben White Blvd, Suite 107 City: Austin, Texas 78741 ATTENTION: Mike Thompson
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> This contract modification is to add the following Hold Harmless Agreement to contract number 22-426.  See attached Hold Harmless Agreement.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u></u> Print Name: <u>Terrell Alan (Bear) Poth</u> Title: <u>President &amp; CEO</u> Date: <u>5/19/2022</u> E-mail: <u>bear.poth@lumenserve.com</u> Secondary E-mail: <u>bearpoth@gmail.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Sandra Rogers</u> Title: <u>Contracting Officer</u> Date: _____ <div style="float: right; text-align: right;">           Digitally signed  <u>by Sandra Rogers</u>            Date: 2022.05.19            08:46:46 -04'00'         </div>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

### HOLD HARMLESS AGREEMENT

(Pursuant to 22-426 Agreement, Exhibit B- Insurance Requirements, Paragraph 3)

Contract # 22-426

Agreement: for Public Safety Support Tower Lighting.

I, the undersigned, am the owner, president, managing member, or officer of LUMEN SEAVE, INC. (print business/company name), which is a business entity operating in the State of Florida ("business") and I am authorized to sign this document.

I acknowledge and understand that an employer must compensate and/or provide benefit to employees under and pursuant to Chapter 440, Florida Statutes, as amended. I certify that the above-named business entity is exempt from the statutory requirements for workers' compensation, including any requirement of the law to provide workers' compensation insurance for employees. I agree and acknowledge that I am an out-of-state employer for purposes of Chapter 440, Florida Statutes, and any employees who may perform work in the state of Florida will only do so on a temporary basis as defined in Section 440.094, Florida Statutes. I agree to provide Lake County with the signed certificate required by Section 440.094(4), Florida Statutes. If any employee is allowed to work outside of the scope of the company's provided insurance coverage, or outside of the scope of the statutory definition of temporary, such action will be a material breach of this Agreement and any other Agreement for goods or service entered into between the business and Lake County, Florida (may be referenced above, "Agreement"). All signed waivers/certificates and releases shall be furnished before the commencement of any work or service by an employee or the undersigned to the County Project Manager or designated county representative.

On behalf of myself, the business, and the employees, I agree to waive and release any and all workers' compensation claims or liens against Lake County and its commissioners, agents, managers, and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of Lake County or its commissioners, agents, officials, employees or subcontractors.

On my behalf of myself and the business, I agree to indemnify and hold Lake County, Florida and its commissioners, agents, managers, and employees harmless against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with Lake County, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of Lake County or its employees, agents, or subcontractors. I or the above-named business further agree to relieve Lake County from any charges of attorneys' fees, costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against Lake County in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not, nor should it be construed as, a waiver of sovereign immunity of Lake County under Section 768.28, Florida Statutes.

**(SIGNATURE PAGE TO FOLLOW)**

By:

Terrell Alan Potit

Printed Name: TERRELL ALAN POTIT

STATE OF

Texas

COUNTY OF

Harris

Sworn to and subscribed before me this 16 day of May, 2022, by  
TERRELL ALAN POTIT, who is/are personally known to  
me or who has/have produced TX DRIVERS LICENSE as identification.

NOTARY PUBLIC

Mary Z Ygnacio

Print name:

Mary Z Ygnacio

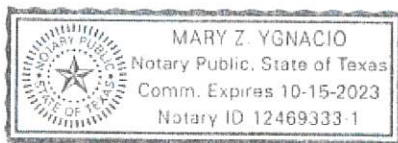
Commission No.:

12469333-1

(Seal)

Commission Expires:

06/15/2023





**CONTRACT NO. 22-426**  
For  
**Public Safety Support Tower Lighting**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **LumenServe, Inc.** (hereinafter "Contractor") to supply **Public Safety Support Tower Lighting** to the County pursuant to County Bid number 22-426 with any included addenda (hereinafter "Bid"), with an opening date of 2/15/2022, and Contractor's Bid response dated 2/14/2022, thereto with all County Bid provisions governing.

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

**ATTACHMENTS:**

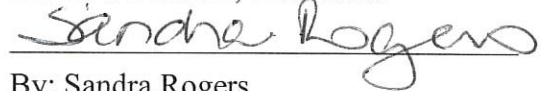
Addendum 1, Addendum 2, Addendum 3, Addendum 4, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Exhibit C – Initial Build Plan, Exhibit D – Existing Lighting Controller & Breaker Panel, Exhibit E – Site Number Information, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet, Attachment 3 – Additional Terms and Conditions

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

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

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

LAKE COUNTY, FLORIDA



By: Sandra Rogers

Senior Contracting Officer

Date: 05-19-2022

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department

**SOLICITATION: PUBLIC SAFETY TOWER LIGHTING**

02/04/2022

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 CHANGES THE DATE FOR RECEIPT OF PROPOSALS TO  
02/15/2022 AT 3:00PM.**

**CHANGES TO ORIGINAL SOLICITATION**

**Section 4.0, QUESTIONS, EXCEPTIONS, AND ADDENDA** has to updated to allow for questions or requests for exceptions until the end of business on February 4, 2022.

**QUESTIONS/RESPONSES**

- Q1. Can a proposal be submitted for only 3.1 Lighting Replacement with 3.2 and 3.3 a “no bid” response?
- R1. Yes, understanding our goal is to accomplish monitoring, reporting, warranty, and support of all 12 sites for a minimum of 5 years. Consideration will be evaluated on all 3 response categories.
- Q2. For 3.1.1.9, wait is the acceptable time frame within which to return to site for troubleshooting once it is known there is an issue.
- R2. Immediate identification/notification, remote diagnostics within 4 hours, onsite as necessary normally within 24 – 48 hours but no more than 72 hours for repair within the allowable FCC/FAA timelines.
- Q3. For 3.1.1.9, the vendor is to assume responsibility for “acts of God”. Can the station provide proof of their current grounding system to be in compliance with the 10 ohms as called for in the TIA Tower Code? If the vendor does grounding testing while on site and a tower does not meet the grounding standards, will the county pay to have the tower brought to compliance?
- R3. All towers are maintained using Motorola R56 standards. If grounding is found not to meet this upon installation, the County will bring into compliance.
- Q4. Exhibit A, Item 8, does the county expect any need for emergency service under this contract? Is the 12-hour response time negotiable?
- R4. If services are deemed as emergency (needing immediate attention), 12 hours during normal working hours is required. Response can include a definition for Emergency Service.

- Q5. General Terms and Conditions: Minimum Wages – Is this contract to be construed as a Bacon Davis Wage Act project? If so, are there any determinations for prevailing wages for this project? Or is this simply specifying that no worker is to be paid less than minimum wage?
- R5. The General Terms and Conditions are standard language for all projects.
- Q6. The pricing structure is set up to compare possible savings for being awarded multiple sites. As the sites will not be the same size/cost, are the towers numbers as per the bid sheet? IE, on the line-item Discount for Multi-Sites (2 sites) is that to be interpreted as Site #1 and Site #2? Discount for Multi-sites (3 sites); would that be for sites 1 – 3?
- R6. It is up to the vendor. You may combine like sites for size/costs. This was intentionally left vague to allow responses to be customizable by the responders to identify unique offerings and efficiencies. It does not necessarily have to be by sequential site numbering.

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**ACKNOWLEDGEMENT**

Firm Name: LumenServe

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: **Mike Thompson**

Date: 2/15/2022

Print Name: Mike Thompson

Title: VP of Sales

Primary E-mail Address: Mike.Thompson@LumenServe.com

Secondary E-mail Address: mthompsonatl@gmail.com

**SOLICITATION: PUBLIC SAFETY TOWER LIGHTING**

01/20/2022

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 CHANGES THE DATE FOR RECEIPT OF PROPOSALS TO 02/15/2022 AT 3:00PM.**

**ADDITIONAL INFORMATION**

1. Site visits have been scheduled for vendors who attended the mandatory pre-proposal meeting.
  - Vendors shall meet at 20415 Independence Blvd, Groveland, Florida on January 27<sup>th</sup> at 9:00am
  - Vendors shall meet at 26312 CR 561, Astatula, Florida on January 28<sup>th</sup> at 9:00am to visit the sites not previously visited on January 27<sup>th</sup>.
2. Site locations will be sent via secure delivery to vendors that attended the mandatory pre-proposal meetings.
3. Vendors who attended a mandatory pre-proposal meeting and are eligible to submit a proposal are:

DATE	VENDOR	REPRESENTATIVE
1/12/2022	Lumen Serve	Mike Thompson
1/12/2022	Precision	Ron Scalfani

**QUESTIONS/RESPONSES**

- Q1. Do the towers have ethernet connectivity for the vendor to use for the remote monitoring capabilities requested in the bid?
- R1. Yes. We would like to see both options quoted. Use of County network and solution of proposed vendor if not present.
- Q2. Can we get a listing of the sites with addresses and ASR numbers?
- R2. Yes. To be provided in a secure method after the next meeting on 1/20/2022.
- Q3. Can we get a picture of the breaker panel for our electrical department? One representative picture is acceptable. We do not need them all.
- R3. Yes – See attached pictures of existing lighting controller and breaker panel.

- Q4. Is the bid for 12 towers or is there a possibility of less towers awarded?
- R4. We requested 3 Quote configurations. 3.1 requests a Single replacement and Multiple replacements. This is to identify one and then any concessions if more than one is accomplished. Our goal is to replace all 12 if funding allows.

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**ACKNOWLEDGEMENT**

Firm Name: LumenServe, Inc.

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: **Mike Thompson**

Date: 2/15/2022

Print Name: Mike Thompson

Title: VP of Sales

Primary E-mail Address: Mike.Thompson@LumenServe.com

Secondary E-mail Address: mthompsonatl@gmail.com

**SOLICITATION: PUBLIC SAFETY TOWER LIGHTING**

01/11/2022

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.

**QUESTION/ANSWER:**

- Q1. Will it be possible to visit all the tower sites during one of the two scheduled pre-proposal meetings?
- R1. Firms are welcome to do so unescorted. Some sites may not be very visible due to fencing and distance from the gated entry.

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**ACKNOWLEDGEMENT**

Firm Name: LumenServe, Inc.

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: *Mike Thompson*

Date: 2/15/2022

Print Name: Mike Thompson

Title: VP of Sales

Primary E-mail Address: Mike.Thompson@LumenServe.com

Secondary E-mail Address: mthompsonatl@gmail.com

**SOLICITATION: PUBLIC SAFETY TOWER LIGHTING**

01/06/2022

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.

**Changes to current solicitation:****Section 3.0, *MANDATORY Pre-Proposal Conference:***

A **MANDATORY Pre-Proposal Conference** will be held on 01/12/2022 at 2:00PM Eastern or 1/20/2022 at 9:00AM by calling 1-321-332-7400, Conference ID 971 920 36# or clicking on this link: [\*Join Microsoft Teams Meeting\*](#), to discuss the conditions and specifications within this solicitation. Vendors should bring solicitation documents to the conference. It is suggested to arrive at least five minutes early.

Vendors arriving five minutes after the start time of the conference will not be admitted and deemed non-responsive. A response from Vendors failing to attend a Mandatory Pre-Bid Conference will not be accepted.

Vendors shall attend the entire conference. Failure to comply with this Section 3.0 will result in the Vendor being deemed non-responsive. It is recommended to bring solicitation documents to the conference.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the process, or an interpreter to participate in any proceedings under this solicitation, should contact the Contracting Officer listed in Section **Error! Reference source not found.** for assistance, at least two (2) business days before any meeting date.

**ACKNOWLEDGEMENT**

Firm Name: LumenServe, Inc.

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: *Mike Thompson*

Date: 2/15/2022

Print Name: Mike Thompson

Title: VP of Sales

Primary E-mail Address: Mike.Thompson@Lumenserve.com

Secondary E-mail Address: mthompsonatl@gmail.com

**PUBLIC SAFETY SUPPORT TOWER LIGHTING****1. GENERAL**

Lake County desires to replace tower lighting at twelve County communications towers. The towers are of FAA tower style A0, A1, E1, and E2.

**2. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- 2.1. Be licensed and fully competent in all aspects of commercial electrical work in a safe manner.
- 2.2. Employ only skilled, qualified workers.
- 2.3. Provide all-inclusive pricing to include all required services for a 100% turnkey project that includes common installation and a five (5) year warranty as noted in Section 1.3.
- 2.4. Include all required labor, travel time, fuel, materials, tools, equipment, components/devices, safety devices, plans, and engineering.
- 2.5. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects. Hire a third party or independent inspection company competent in providing a thorough inspection, with final report submitted to Lake County Building Services to final the permit process.
- 2.6. Verify safety conditions of the tower before performing any work.

**3. SCOPE OF WORK**

- 3.1. **Scope for Quote 2, Tower Light Replacement with LED system with five (5) year warranty, maintenance, monitoring, and compliance for fixed monthly cost over specified duration. Vendor owned and maintained.**

Contractor replaces all lighting systems and maintains system

**3.1.1. LED Tower Lighting System Installation****3.1.1.1. Engineering**

- 3.1.1.1.1. Site Walk
- 3.1.1.1.2. Lighting Circular Validation
- 3.1.1.1.3. Build Package and Diagram
- 3.1.1.1.4. FAA Form 7460 Completion

**3.1.1.2. Decommission of Old Systems**

- 3.1.1.2.1. Old Lighting Fixtures
- 3.1.1.2.2. Old Lighting Cable
- 3.1.1.2.3. Old Lighting Equipment

**3.1.1.3. Decommission Labor of Old System**

- 3.1.1.3.1. Labor, Mobilization, Expenses

**3.1.1.4. LED System**

- 3.1.1.4.1. FAA "A" style tower conversion (no painting) to FAA "E" style tower lighting
- 3.1.1.4.2. Controller
- 3.1.1.4.3. Beacon(s) with IR activated
- 3.1.1.4.4. Side Markers (IR)

**PUBLIC SAFETY SUPPORT TOWER LIGHTING**

- 3.1.1.4.5. Lighting Cable
    - 3.1.1.4.6. Mounts and brackets
    - 3.1.1.4.7. All necessary installation hardware
  - 3.1.1.5. Installation
    - 3.1.1.5.1. Labor, mobilization, and expenses
  - 3.1.1.6. Close Out Package
    - 3.1.1.6.1. As-built diagram and photos
    - 3.1.1.6.2. Inventory and return of existing lighting packages to customer
- 3.1.2. Repair, Maintenance, Warranty and Labor
  - 3.1.2.1. Repair and replacement of equipment
  - 3.1.2.2. Five (5) year equipment and labor warranty
    - 3.1.2.2.1. Beacon(s) and side markers
    - 3.1.2.2.2. Controller
    - 3.1.2.2.3. Other lighting system equipment
    - 3.1.2.2.4. Cable, brackets, and hardware
    - 3.1.2.2.5. Repair and/or replace any equipment as needed
    - 3.1.2.2.6. 100% covered including acts of God, inclusive for any hardware, components, interference type of failure.
  - 3.1.2.3. Maintenance, Repair and Replacement
    - 3.1.2.3.1. Labor, mobilization, and expenses
  - 3.1.2.4. System Updates
    - 3.1.2.4.1. Firmware updates
    - 3.1.2.4.2. Software updates
  - 3.1.2.5. Return Merchandise Authorization (RMA) Management
    - 3.1.2.5.1. RMA Tracking
    - 3.1.2.5.2. Shipping
  - 3.1.2.6. Project Tracking Log / Notifications
    - 3.1.2.6.1. Installation repair
    - 3.1.2.6.2. Maintenance
  - 3.1.2.7. Customer Reporting Includes
    - 3.1.2.7.1. Repair / Maintenance log
    - 3.1.2.7.2. RMA log
  - 3.1.2.8. FAA Compliance and Monitoring
    - 3.1.2.8.1. Monitoring
      - 3.1.2.8.1.1. Active Monitoring of Lighting
      - 3.1.2.8.1.2. Polling Every 5 Minutes
      - 3.1.2.8.1.3. 24/7/365 Monitoring
      - 3.1.2.8.1.4. Remote Diagnostics
      - 3.1.2.8.1.5. Daily Logs (2+ Years Storage)
    - 3.1.2.8.2. FAA Compliance & Reporting
      - 3.1.2.8.2.1. Federal Aviation Administration (FAA) Notice To Airmen (NOTAM) Reporting
      - 3.1.2.8.2.2. NOTAM Tracking
      - 3.1.2.8.2.3. NOTAM Resolution
      - 3.1.2.8.2.4. Lighting Circular Validation
    - 3.1.2.8.3. Customer Reporting

**PUBLIC SAFETY SUPPORT TOWER LIGHTING**

- 3.1.2.8.3.1. Real-time customer portal access for status
- 3.1.2.8.3.2. Outage notification method (text, email, phone, etc.)
- 3.1.2.8.3.3. NOTAM Reporting to Customer
- 3.1.2.8.3.4. Quarterly Daily Logs Report
- 3.1.2.8.3.5. Notification of FAA Rules Changes
- 3.1.2.8.3.6. FAA-specified Compliance and Reporting Events
- 3.1.2.9. FAA Required On-site Inspections**
  - 3.1.2.9.1. Quarterly Lighting Inspections (QLI) Service
    - 3.1.2.9.1.1. Quarterly Inspection
    - 3.1.2.9.1.2. Standards Checklist
    - 3.1.2.9.1.3. System Health Test QLI Report
    - 3.1.2.9.1.4. On-site System Verification
    - 3.1.2.9.1.5. 7/8" Rule Testing from Ground
  - 3.1.2.9.2. Annual Paint Inspections
    - 3.1.2.9.2.1. FAA "A" style tower conversion (no painting) to FAA "E" style tower lighting
      - 3.1.2.9.2.1.1. Eliminate need for Annual Paint Test
      - 3.1.2.9.2.1.2. Documented accordingly
  - 3.1.2.9.3. Biennial Lens Inspections
    - 3.1.2.9.3.1. Biennial Lens Inspection
    - 3.1.2.9.3.2. Biennial Lens Report
- 3.1.2.10. Renewable after 5-year Initial Term**
  - 3.1.2.10.1. Price reduction/rebate if renewed after 5-year Initial Term

**4. ACCIDENT PREVENTION AND BARRICADES**

Precautions must be exercised at all times for the protection of persons and property. All contractors performing services under the contract must conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements will be borne solely by the responsible contractor. Barricades must be provided by the contractor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**5. BACKGROUND CHECK**

At the Contractors expense, Lake County reserves the right to require background checks on all individuals working on job site.

**6. BUSINESS HOURS OF OPERATIONS**

No work may be done on Saturday, Sunday, or on any days between the hours of 5:00 P.M. and 8:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work may be started without prior approval of the immediate project manager or his/her designated representative.

**PUBLIC SAFETY SUPPORT TOWER LIGHTING****7. DAMAGES**

Due to the nature of the services to be provided, and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this agreement. The contractor shall be responsible and accountable for any and all damages, directly and indirectly, caused by the actions or inaction of its employees, staff, or subcontractors. There are no limitations to this liability.

**8. EMERGENCY SERVICE**

The contractor shall provide 24 hours, 7 days a week emergency service to the County under the contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within twelve hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within twenty-four hours after notification by the County.

**9. FURNISH AND INSTALL REQUIREMENTS**

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

**10. MATERIALS MAY BE MAINTENANCE CERTIFIED**

The County hereby agrees that materials supplied by the contractor in conjunction with this contract may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) as long as they are warranted for merchantability and carry a warranty equal to new products. In the event any of the materials supplied to the County by the contractor are found to be defective or do not conform to specifications, the County reserves the right to either (1) cancel the order and return such materials to the contractor at the contractor's expense; or (2) require the contractor to replace the materials at the contractor's expense. The contractor's supplier of maintenance certified equipment should be easily identifiable to the County.

**11. MODIFICATION TO PROJECT DESIGNS**

The County's Project Manager reserves the right to change the design of any interior furnishing details shown on the contract documents without additional cost; provided that there is no increase in the amount of materials, workmanship or cost to the contractor. Any conflict or inconsistency between the drawing and specifications, and/or any discrepancy between any dimensions and the drawings, shall be reported, in writing, by the contractor to the County's Project Manager; whose decision thereon shall be conclusive.

Any errors, omissions, ambiguities, and/or discrepancies which are found on the drawings or in the specifications during the course of the work shall be interpreted by the Project Manager.

**PUBLIC SAFETY SUPPORT TOWER LIGHTING**

Further, any discrepancies between the drawings and specifications which the contractor failed to bring to the attention of the Project Manager before submitting its offer shall be interpreted by the Project Manager. The contractor hereby understands and agrees to abide by the Project Manager's interpretation and agrees to complete the work in accordance with the decision of the Project Manager. If the Contract Documents are not complete as to any minor detail of a required system or equipment, but there exists an accepted manufacturing standard, such details shall be deemed to have been implied and required by the Contract Documents in accordance with such standard.

**12. NON-WARRANTIED WORK HOURLY RATE**

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

*[The remainder of this page intentionally left blank]*

### Insurance Requirements

1. **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

**Coverage must be provided on a per project basis.**

2. **Automobile liability** insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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3. **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 to not hold the County responsible for any payment or compensation. Employers' Liability insurance with the following minimum limits and coverage:

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

**Required Endorsements** that need to accompany the Certificate of Insurance are as follows:

- **Additional Insured** on General Liability and Commercial Auto (Professional Liability, Cyber Liability and Garage Liability if applicable). With regards to General Liability, additional insured for ongoing operations (CG 2010 or equivalent) and products and completed operations (CG 2037 or equivalent) must be provided. Endorsement for Cross-Liability and Severability must be included.
- **Primary and Non-Contributory** on General Liability and Commercial Auto
- **30 Day Notice of Cancellation** on General Liability
- **Waiver of Subrogation** for General Liability, Commercial Auto and Workers Compensation.

**Certificate Holder:**

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

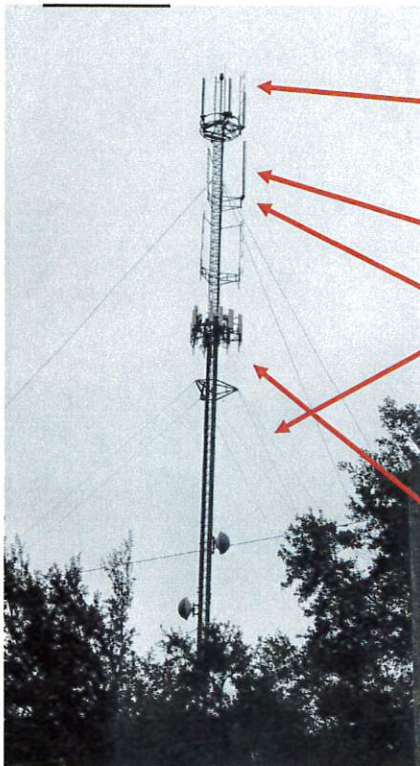
# Lake County FL

Initial Build Plan



## Site #1

### Convert from E2 to Avian E2



Replace top beacon

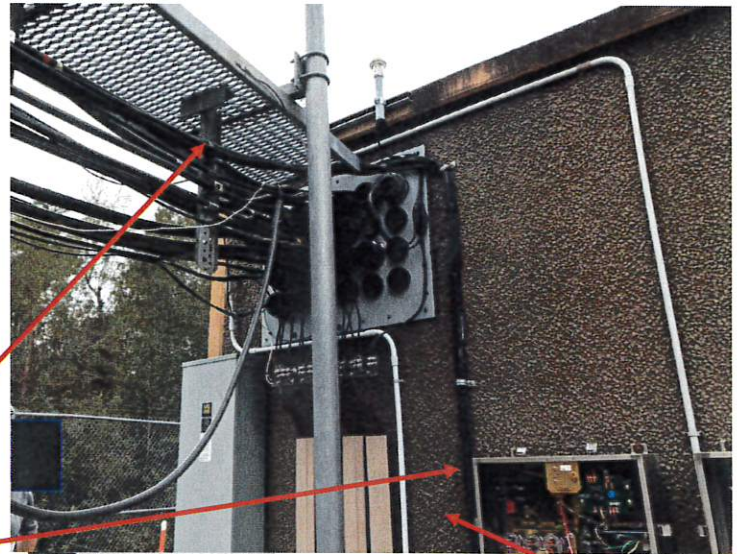
Replace cable and install  
on same leg of tower as  
old cable

Remove L810s  
Install cable across  
ice bridge

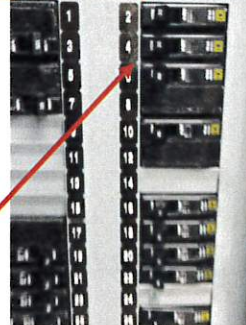
Replace Controllers

Install new mid-beacons

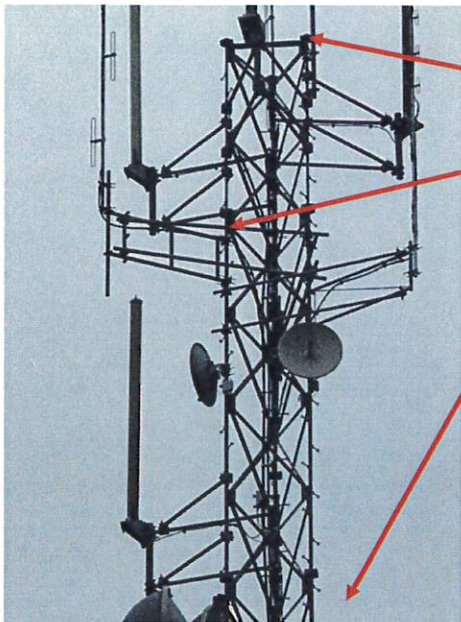
Replace circuit breaker  
with 20 amp breaker  
Install new power wire



Install service power  
disconnect next to  
controller.



## Site #2 - Voluntary



install top beacon  
+1 Rq'd?

Install cable in ladder rack  
slot

install L810s

Install cable across  
ice bridge

Install Controller

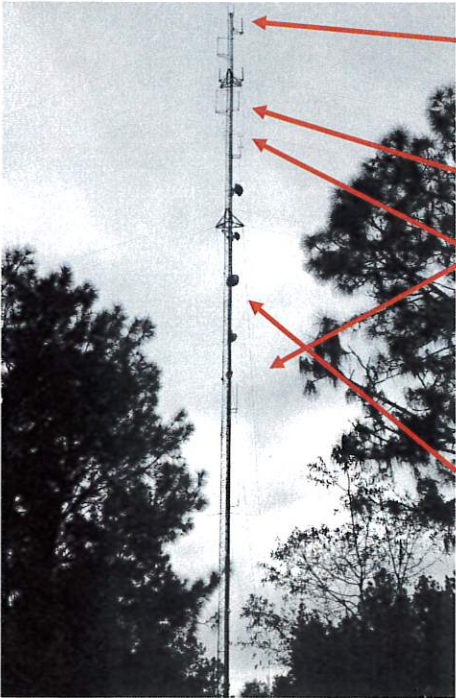
Install circuit breaker  
with 20 amp breaker  
Install new power  
wire



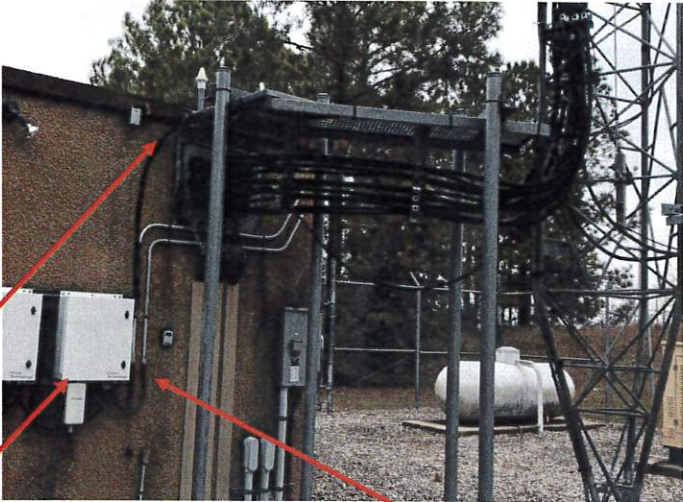
Install service power  
disconnect next to  
controller.

**Site #3**

**Convert from A2 to Avian E2**



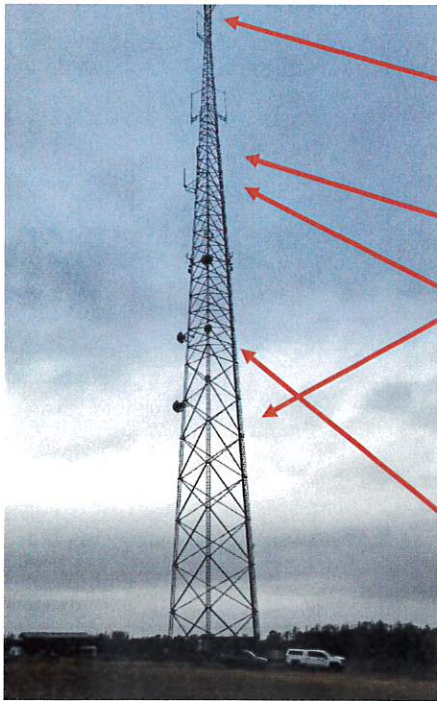
- Replace top beacon
- Replace cable and install on same leg of tower as old cable
- Remove L810s
- Install cable across ice bridge
- Replace Controllers
- Install new mid-beacons
- Replace circuit breaker with 20 amp breaker
- Install new power wire



Install service power disconnect next to controller.

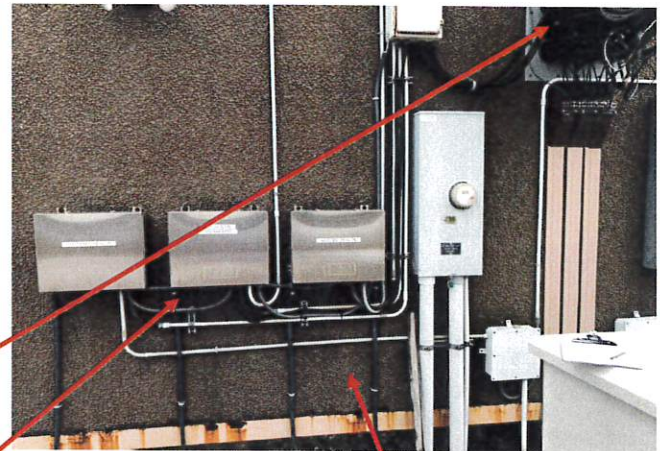


## Site #4



### Convert from E2 to Avian E2 +1 Rq'd?

- Replace top beacon
- Replace cable and install on same leg of tower as old cable
- Remove L810s
- Install cable across ice bridge
- Replace Controllers
- Install new mid-beacons
- Replace circuit breaker with 20 amp breaker
- Install new power wire



Install service power disconnect next to controller.

## Site #5



Replace top beacon  
+1 Rq'd?

Replace cable and install  
on same leg of tower as  
old cable

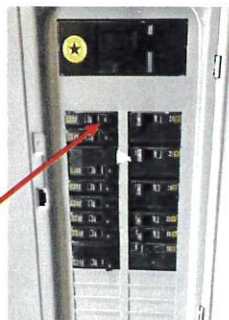
Replace L810s  
Install cable across  
ice bridge

Replace Controller

Replace circuit breaker  
with 20 amp breaker  
Install new power wire



Install service power  
disconnect next to  
controller.



## Site #6

Convert from A1 to E1



Replace top beacon  
+1 Rq'd?

Replace cable and install  
on same leg of tower as  
old cable

Replace L810s

Install cable across  
ice bridge

Replace Controller

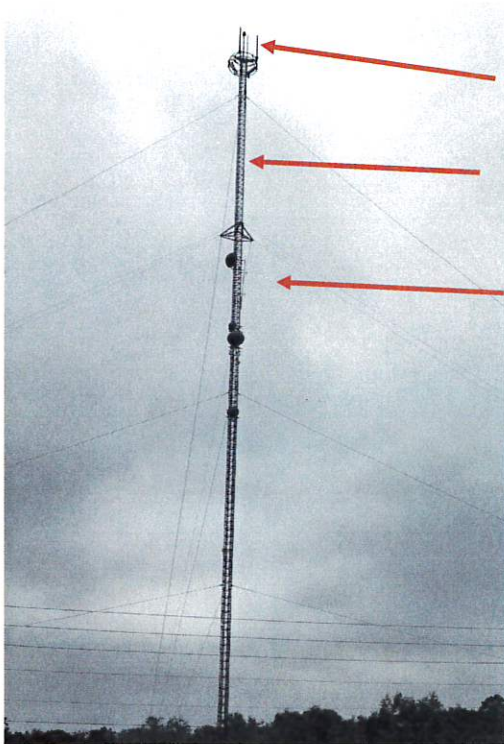
Replace circuit breaker with 20 amp breaker  
Install new power wire



Install service power  
disconnect next to  
controller.



## Site #7



Replace top beacon

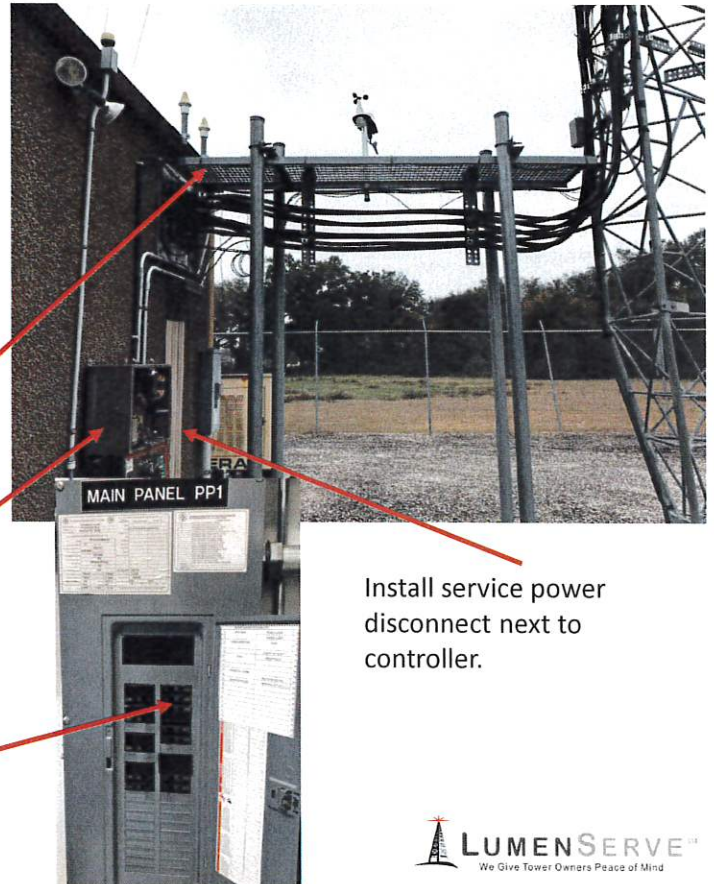
Replace cable and install  
on same leg of tower as  
old cable

Replace L810s

Install cable across  
ice bridge

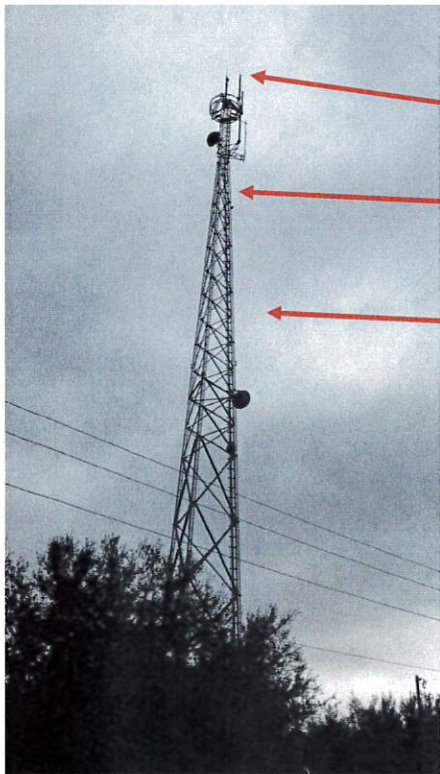
Replace Controller

Replace circuit  
breaker with 20 amp  
breaker  
Install new power  
wire



Install service power  
disconnect next to  
controller.

## Site #8



Replace top beacon

Replace cable and install  
on same leg of tower as  
old cable

Replace L810s

Install cable across  
ice bridge

Replace Controller

Replace circuit  
breaker with 20 amp  
breaker  
Install new power  
wire



Install service power  
disconnect next to  
controller.

## Site #9 Voluntary



install top beacon  
+1 Rq'd?

Install cable in ladder rack slot

install L810s

Install cable across  
ice bridge

Install Controller

Install circuit breaker  
with 20 amp breaker  
Install new power  
wire



Install service power  
disconnect next to  
controller.

## Site #10



Replace top beacon

Replace cable and install  
on same leg of tower as  
old cable

Replace L810s

Install cable across  
ice bridge

Replace Controller

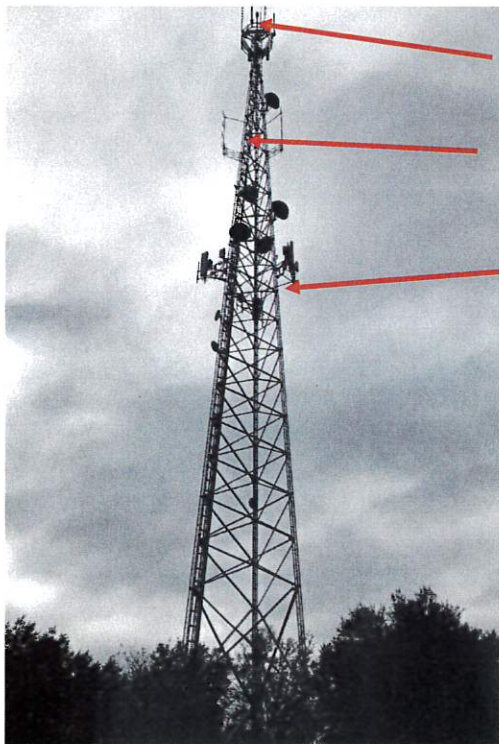
Replace circuit  
breaker with 20 amp  
breaker  
Install new power  
wire



Install service power  
disconnect next to  
controller.



## Site #11



Replace top beacon

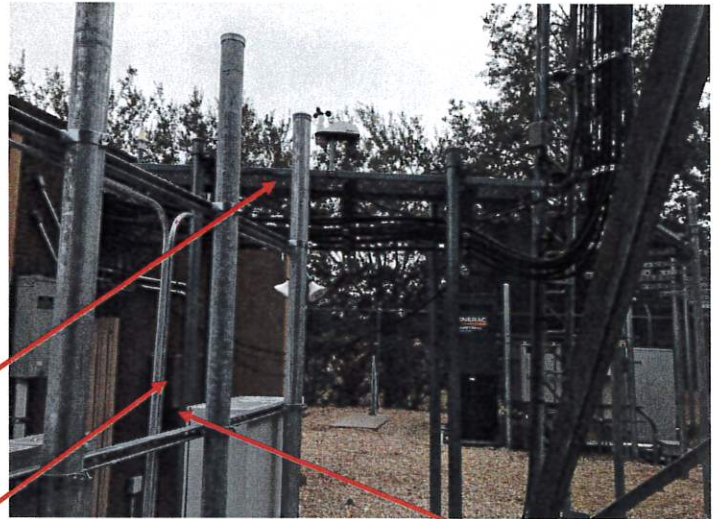
Replace cable and install  
on same leg of tower as  
old cable

Replace L810s

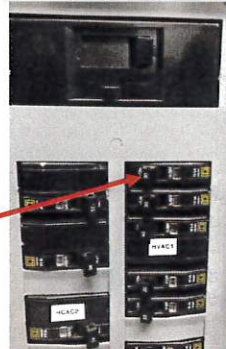
Install cable across  
ice bridge

Replace Controller

Replace circuit  
breaker with 20 amp  
breaker  
Install new power  
wire

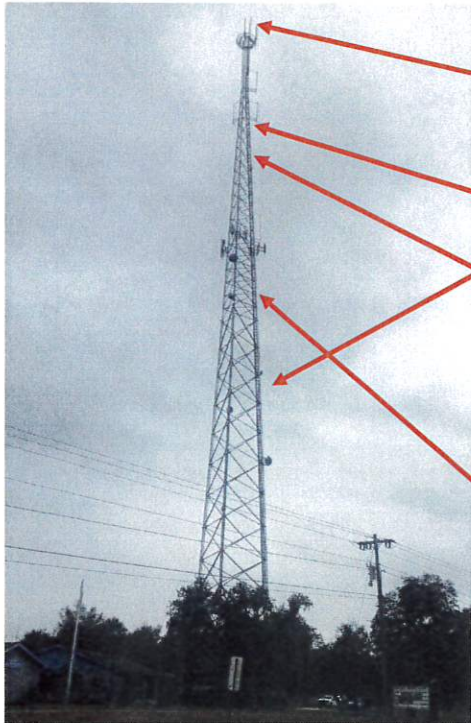


Install service power  
disconnect next to  
controller.

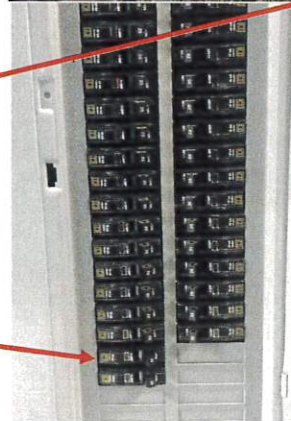


## Site #12

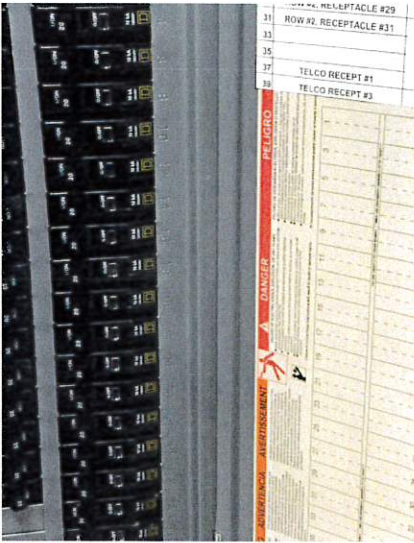
### Convert from E2 to Avian E2



- Replace top beacon  
+1 Rq'd?
- Replace cable and install  
on same leg of tower as  
old cable
- Remove L810s
- Install cable across  
ice bridge
- Replace Controllers
- Install new mid-beacons
- Replace circuit breaker  
with 20 amp breaker
- Install new power wire



Install service power  
disconnect next to  
controller.



Sites # Match Alphabetized Listing Provided by County.

Site #	Height (Ft)	FAA Circular	Lighting Required ?	FAA Style Lake County Provided List	Recommended and Bid FAA Style
1	420	70/7460-1K	Yes	E2	E2
2	160	70/7460-1K	Voluntary	A0	E1
3	370	Legacy	Yes	E2	E2
4	420	70/7460-1K	Yes	E2	E2
5	320	70/7460-1K	Yes	E1	E1
6	213	70/7460-1J	Yes	A1	E1
7	320	70/7460-1K	Yes	E1	E1
8	270	70/7460-1K	Yes	E1	E1
9	199	70/7460-1K	Voluntary	E1	E1
10	220	70/7460-1K	Yes	A0	E1
11	275	70/7460-1K	Yes	E1	E1
12	500	70/7460-1K	Yes	E2	E2

#### NOTES

- Assumes all new lighting systems will be dual mode to eliminate need for obstruction painting for marking.
- Recommended and bid FAA style meet the required specifications under each sites specified FAA Circular.
- All E2's will be converted from 70/7460-1K to the latest the revision 70/7460-1M to implement Avian standard and eliminate and remove side lights.

The undersigned hereby declares that: LumenServe, 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 **PUBLIC SAFETY SUPPORT TOWER LIGHTING** 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 commence upon the first day of the next calendar month after Board approval. 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

The Contractor must submit an accurate invoice to the County's using department's email. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

### 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. n/a

**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

**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) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date 2/14/2022 to date Click or tap to enter a date.

**8.0 RECIPROCAL VENDOR PREFERENCE:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: 4818 East Ben White, Suite 107, Austin, TX 78741
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If "yes" is checked, provide supporting detail: Click or tap here to enter text.

**9.0 GENERAL VENDOR INFORMATION:**

Firm Name: LumenServe, Inc.

Street Address: 4818 East Ben White, Blvd., Suite 107

City: Austin State and ZIP Code: TX 78741

Mailing Address (if different): same

Telephone: 5125804600 Fax: Click or tap here to enter text.

Federal Identification Number / TIN: 47-4170442

DUNS Number: 080507702

**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: *Mike Thompson*

Date: 2/14/2022 Click or tap to enter a date.

Print Name: Mike Thompson

Title: Vice President

Primary E-mail Address: mike.thompson@lumenserve.com

Secondary E-mail Address: Click or tap here to enter text.

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.

*[The remainder of this page is intentionally blank]*

The Contractor will furnish all labor, time travel, fuel, materials, tools, equipment, transportation, components, devices, plans and engineering necessary to provide services as stated in Exhibit A, Scope of Work.

<b>Quote 2: Tower Light Replacement with LED system + 5 Year Warranty (Including all equipment inspections) + Compliance &amp; Monitoring + FAA on-site inspections (Years 1 through 5)</b>						
Site	LED Lighting System (Annual Cost)	Warranty (Annual)	Compliance & Monitoring (Annual)	FAA On-site Inspections (Annual)	Additional Option If any (Annual)	Total Annual Cost Per Site
1	\$5,268.00	Included	\$708.00	\$1,188.00		\$7,164.00
2	\$2,868.00	Included	\$708.00	\$948.00		\$4,524.00
3	\$5,268.00	Included	\$708.00	\$1,188.00		\$7,164.00
4	\$5,268.00	Included	\$708.00	\$1,188.00		\$7,164.00
5	\$2,868.00	Included	\$708.00	\$948.00		\$4,524.00
6	\$2,868.00	Included	\$708.00	\$948.00		\$4,524.00
7	\$2,868.00	Included	\$708.00	\$948.00		\$4,524.00
8	\$2,868.00	Included	\$708.00	\$948.00		\$4,524.00
9	\$2,868.00	Included	\$708.00	\$948.00		\$4,524.00
10	\$2,868.00	Included	\$708.00	\$948.00		\$4,524.00
11	\$2,868.00	Included	\$708.00	\$948.00		\$4,524.00
12	\$5,268.00	Included	\$708.00	\$1,188.00		\$7,164.00
<b>Total Annual Cost per Year for 5 Years:</b>	<b>\$44,016.00</b>	<b>\$0.00</b>	<b>\$8,496.00</b>	<b>\$12,336.00</b>	<b>\$0.00</b>	<b>\$64,848.00</b>
<b>Cost over 5 years:</b>	<b>\$220,080.00</b>	<b>\$0.00</b>	<b>\$42,480.00</b>	<b>\$61,680.00</b>	<b>\$0.00</b>	<b>\$324,240.00</b>

<b>Describe Additional Option if any:</b>	<b>M2M Data Service (cellular) option is \$10/mo/site for any site where ethernet is not utilized.</b>
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#### Discounts for Quote 2:

Additional Discounts on Lighting System, Warranty, Comp. & Monitoring,	Qty 2 >> .91% Discount
and On-site Insp. as shown in next column, other quantities at prorata.	Qty 12 >>> 10.00% Discount

**Quote 2: Additional 5 Years (Year 6 through 10)**

Site	LED Lighting System (Annual Cost)	Warranty (Annual)	Compliance & Monitoring (Annual)	FAA On-site Inspections (Annual)	Additional Option If any (Annual)	Total Annual Cost Per Site
1	\$5,934.90	Included	\$797.63	\$1,338.39		\$8,070.93
2	\$3,231.07	Included	\$797.63	\$1,068.01		\$5,096.72
3	\$5,934.90	Included	\$797.63	\$1,338.39		\$8,070.93
4	\$5,934.90	Included	\$797.63	\$1,338.39		\$8,070.93
5	\$3,231.07	Included	\$797.63	\$1,068.01		\$5,096.72
6	\$3,231.07	Included	\$797.63	\$1,068.01		\$5,096.72
7	\$3,231.07	Included	\$797.63	\$1,068.01		\$5,096.72
8	\$3,231.07	Included	\$797.63	\$1,068.01		\$5,096.72
9	\$3,231.07	Included	\$797.63	\$1,068.01		\$5,096.72
10	\$3,231.07	Included	\$797.63	\$1,068.01		\$5,096.72
11	\$3,231.07	Included	\$797.63	\$1,068.01		\$5,096.72
12	\$5,934.90	Included	\$797.63	\$1,338.39		\$8,070.93
<b>Total Annual Cost per Year for 5 Years:</b>	<b>\$49,588.21</b>	<b>\$0.00</b>	<b>\$9,571.55</b>	<b>\$13,897.68</b>	<b>\$0.00</b>	<b>\$73,057.44</b>
<b>Cost over 5 years:</b>	<b>\$247,941.05</b>	<b>\$0.00</b>	<b>\$47,857.76</b>	<b>\$69,488.39</b>	<b>\$0.00</b>	<b>\$365,287.19</b>

<b>Describe Additional Option if any:</b>	<b>M2M Data Service (cellular) option is \$10/mo/site for any site where ethernet is not utilized.</b>
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**Discounts for Quote 2 (Additional 5 Years (Year 6 through 10))**

Additional Discounts on Lighting System, Warranty, Comp. & Monitoring,	Qty 2 >> .91% Discount
and On-site Insp. as shown in next column, other quantities at prorata.	Qty 12 >>> 10.00% Discount

Quote 2: Additional 5 Years (Year 11 through 15)						
Site	LED Lighting System (Annual Cost)	Warranty (Annual)	Compliance & Monitoring (Annual)	FAA On-site Inspections (Annual)	Additional Option If any (Annual)	Total Annual Cost Per Site
1	\$7,220.72	Included	\$970.44	\$1,628.36		\$9,819.52
2	\$3,931.10	Included	\$970.44	\$1,299.40		\$6,200.93
3	\$7,220.72	Included	\$970.44	\$1,628.36		\$9,819.52
4	\$7,220.72	Included	\$970.44	\$1,628.36		\$9,819.52
5	\$3,931.10	Included	\$970.44	\$1,299.40		\$6,200.93
6	\$3,931.10	Included	\$970.44	\$1,299.40		\$6,200.93
7	\$3,931.10	Included	\$970.44	\$1,299.40		\$6,200.93
8	\$3,931.10	Included	\$970.44	\$1,299.40		\$6,200.93
9	\$3,931.10	Included	\$970.44	\$1,299.40		\$6,200.93
10	\$3,931.10	Included	\$970.44	\$1,299.40		\$6,200.93
11	\$3,931.10	Included	\$970.44	\$1,299.40		\$6,200.93
12	\$7,220.72	Included	\$970.44	\$1,628.36		\$9,819.52
<b>Total Annual Cost per Year for 5 Years:</b>	<b>\$60,331.64</b>	<b>\$0.00</b>	<b>\$11,645.26</b>	<b>\$16,908.65</b>	<b>\$0.00</b>	<b>\$88,885.54</b>
<b>Cost over 5 years:</b>	<b>\$301,658.20</b>	<b>\$0.00</b>	<b>\$58,226.28</b>	<b>\$84,543.25</b>	<b>\$0.00</b>	<b>\$444,427.72</b>

<b>Describe Additional Option if any:</b>	<b>M2M Data Service (cellular) option is \$10/mo/site for any site where ethernet is not utilized.</b>
---	--

#### Discounts for Quote 2 (Additional 5 Years (Year 11 through 15))

Additional Discounts on Lighting System, Warranty, Comp. & Monitoring,	Qty 2 >> .91% Discount
and On-site Insp. as shown in next column, other quantities at prorata.	Qty 12 >>> 10.00% Discount

<b>Optional Pricing for Additional Work Not Specified in Scope</b>	
<b>Description of Service</b>	<b>Cost</b>
+1 beacon for either E1 or E2 to meet 7/8" rule - Purchase and Installation (on time NRR)	\$ 4,995.00
+1 beacon for either E1 or E2 to meet 7/8" rule - Tower Lighting as a Service (per month)	\$ 89.00
+1 beacon for either E1 or E2 to meet 7/8" rule - Tower Lighting as a Service w/\$1 Buyout at end of 5 years (per month)	\$ 99.00

<b>Hourly Rates for Additional Work Not Specified in Scope</b>	<b>Cost Per Hour</b>
Cost per hour for work completed during normal operating hours: Monday - Friday 8:00 am - 5:00 pm	See Rate Sheet
Cost per hour for work completed after normal hours, weekends, and holidays	See Rate Sheet

<b>The following information is required in order to be considered for a price redetermination</b>	
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?	<1%
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?	23%
Which does your firm use: Diesel fuel or gasoline?	Gasoline

### Attachment 3 – Additional Terms and Conditions

The County may terminate this Contract for cause if the Contractor fails to substantially provide the services as warranted and such failure is not cured to the reasonable satisfaction of the County within 30 days after written notice to the Contractor that describes such failure in reasonable detail. Upon any termination, the Contractor is expressly authorized to enter the premises of the County, upon proper notification and with County escorts if required, where any lighting system or related equipment owned by the Contractor is located and take possession of and remove such lighting system and related equipment.