



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, February 23, 2016**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. For items listed on the agenda, each speaker will be permitted 5 minutes to address the Council. For non-agenda items, each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

2016 Healthy Weight Community Award

Quarterly Budget Presentation - October 1, 2015 - December 31, 2015

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Item No. 1 - Meeting Minutes

Consider request to approve minutes of the February 9, 2016 Regular Council meeting.

Item No. 2 - Contract Award

Consider request to piggyback the Clay County contract with Musco Sports Lighting, LLC. to provide light structures and electrical equipment in the estimated annual amount of \$300,000.

Item No. 3 - Contract Award

Consider request to piggyback Lake County B.C.C. contract with Bee-Saf-Tee Fire Equipment, Inc. to provide inspection, testing, maintenance and repair services to all fire protection systems owned and operated by the City in the amount or estimated amount of \$50,000.

Item No. 4 - Bid Award

Consider approval of bid award to JPR Universal Construction, LLC. to provide drainage improvements to East Montrose St., E. Minneola Ave, and Roane Rd. in the total base bid amount of \$700,220.27.

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, February 23, 2016**

- | | |
|---|---|
| Item No. 5 - Bid Award | Consider approval of bid award to Mobile Concepts by Scotty to acquire a fire safety emergency training trailer in the total amount of \$98,989 to be funded primarily from a U.S. Department of Homeland Security grant in the amount of \$94,286. |
| Item No. 6 - Resolution No. 2016-04 | Consider approval of City of Clermont, Florida Infrastructure Sales Surtax Revenue Note, Series 2016 in the amount of \$5,300,000. |
| Item No. 7 - Resolution No. 2016-05 | Consider approval of City of Clermont, Florida Public Improvement Refunding Revenue Note, Series 2016 in the amount of \$5,600,000 |
| Item No. 8 - Rental Fee Reduction Request | Consider request from PFX Athletics and National Training Center Softball for fee reduction. |
| Item No. 9 - Event and Road Closure Request | Consider approval of Super Kids Soap Box Derby Race event request with road closure on April 2, 2016. |
| Item No. 10 - Utility Service Agreement | Consider request for a Utility Service Agreement for Wastewater for Pinecrest Lakes Academy Charter School located at the NW corner of Hancock Rd. & Old Highway 50 |

UNFINISHED BUSINESS

- | | |
|---|--------------------------|
| Item No. 11 - Variance Request
<i>Ayyoob</i>
<i>Table to March 22, 2016</i> | Table to March 22, 2016. |
|---|--------------------------|

NEW BUSINESS

- | | |
|--|--|
| Item No. 12 - Resolution No. 2016-02
<i>The Crossing Church</i> | Consider a conditional use permit to allow a church facility in the UE Urban Estate zoning district, located at 2715 Old Highway 50, across from Highland Ranch subdivision. |
| Item No. 13 - Variance Request
<i>The Crossing Church</i> | The applicant is requesting three variances to the LDC in order to develop a site for a church facility. |

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, February 23, 2016**

Item No. 14 - Resolution No. 2016-03
South Lake Montessori School

Consider a conditional use permit to allow a school facility expansion in the R-3 Residential/Professional zoning district, located at 983 W. Desoto Street.

ADJOURN

Any person wishing to appeal any decision made by the City Council at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act (ADA), if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7330.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 9, 2016

The Clermont City Council met in a regular meeting on Tuesday, February 9, 2016 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Oyewale, and City Clerk Ackroyd Howe.

INVOCATION

Council Member Mullins gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Economic Development Director Hitt provided an annual update on the City's population data, building permits issued, new businesses, non-residential projects, the Community Redevelopment Agency (CRA) incentive program, and the Lakeshore Drive project.

PUBLIC COMMENTS

Jim Purvis congratulated the Fire Department for achieving the Insurance Service Office (ISO) rating of 2. The rating equates to an approximate 1 percent reduction in insurance rates for residential property and a larger reduction for commercial property.

Tim Murry presented a certificate to Mayor Ash and Council Member Goodgame from Christian Men in Action for their participation in the Martin Luther King Day celebration on January 18, 2016.

Council Member Goodgame presented City Manager Gray with the Metropolitan Planning Organization's 2016 Horizon Award for the Downtown-Waterfront Master Plan.

REPORTS

City Manager Gray reported the next phase of the Master Plan was the implementation phase and the City has a funding application pending at the State level. The Master Plan will be discussed at the Council Retreat on February 29, 2016. He wished Mayor Ash a Happy Birthday.

City Attorney Oyewale – No report.

Council Member Bates – No report.

Council Member Goodgame announced Rhonda Hunt; Eustis Heights Elementary School Principal, received the State of Florida Principal of the Year award.

Council Member Mullins – No report.

Council Member Travis announced the South Lake Chamber Gala and Installation banquet will be held on Friday, February 12, 2016 at the Arts and Recreation Center.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 9, 2016

Mayor Ash reported she attended Lost Lake Elementary School during Literacy Week to read to third grade students, visited Montverde Academy to discuss the role of the Mayor to the second grade class, and attended the Central Florida Leadership Congress. The Central Florida Leadership Congress provided a presentation on homelessness and Mayor Ash commented the City should be proud to have New Beginnings, which assists people in finding jobs and a place to live.

CONSENT AGENDA

Mayor Ash advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

- | | |
|---|---|
| Item No. 1 – Meeting Minutes | Consider request to approve minutes of the January 12, 2016 and January 26, 2016 Regular Council meeting. |
| Item No. 2 – Surplus Request | Consider approval to declare end of life inventory as surplus from Parks and Recreation Department and dispose of in accordance with the Purchasing Policy. |
| Item No. 3 – Plat Approval | Consider approval of Linwood Plat located off Hartwood Marsh Road. |
| Item No. 4 – Financing Proposals | Consider approval of loan terms to provide financing for the Police Station Headquarters construction project and to refinance the loan obtained to purchase the Clermont Community Center. |
| Item No. 5 – Change Order and Budget Amendment | Consider approval of change order for Fire Station No. 4 construction and a budget amendment in the amount of \$55,000. |

City Manager Gray pulled Consent Agenda Item 4 to provide Council with an update from Finance Director VanZile.

Council Member Mullins moved to accept Consent Agenda Items 1, 2, 3 and 5; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Finance Director Van Zile stated staff requested proposals for financing the new police station construction project and to refinance the 2013 loan for the Arts and Recreation Center. The proposal had to be split into two Term Loan Series because they are based on two different revenue sources. JP Morgan Chase offered the lowest interest rate which was the best rate. The Term Loan Series 2016A was locked in today at 2.12 percent and the Term Loan Series 2016B was locked in today at 2.03 percent. Term Loan Series 2016A is for the new police station construction project for an Average Annual Debt Service of \$423,000. Term Loan Series 2016B is for refinancing the Arts and Recreation Center for an Average Annual Debt Service of \$492,000. The loan documents will be provided at the February 23, 2016 Council meeting and the closing will occur in March 2016.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 9, 2016

Council Member Goodgame moved to approve; seconded by Council Member Mullins.
The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 6 – Ordinance No. 2016-01 *Final, Municipal Service Taxing Unit*

City Clerk Ackroyd Howe read Ordinance 2016-01 aloud by title only.

An Ordinance of the Code of Ordinances of the City of Clermont, Lake County, Florida, adopted pursuant to Section 125.01(l)(q), Florida Statutes (1999), consenting to the inclusion of the City of Clermont, Florida, within the county-wide Municipal Service Taxing Unit for the provision of ambulance and emergency medical services, as adopted by the Board of County Commissioners of Lake County, Florida; providing for the City to be included within said Municipal Service Taxing Unit for a specified term of years; providing for severability, effective date and publication.

City Manager Gray stated Lake County and the county-wide municipalities own Lake Emergency Medical Services. The Ordinance includes the City of Clermont in the emergency medical services boundary and the assessed taxes paid by the citizens are used to provide the services.

Mayor Ash opened the public hearing. There were no public comments. Mayor Ash closed the public hearing.

Council Member Goodgame asked the amount the citizens in Clermont pay. City Manager Gray stated Lake Emergency Medical Services Executive Director Jerry Smith will be contacted to provide a presentation to Council at a workshop.

Council Member Goodgame requested Clermont and Minneola discuss considering a joint transportation arrangement to provide medical services. The Lake Emergency Medical Services ambulance on Hartwood Marsh Road is seldom present on the weekends, and the City of Clermont rarely has three ambulances assigned to the area on the weekends.

Council Member Travis inquired of available documentation regarding availability of emergency medical services transportation.

Mayor Ash asked if documentation was available regarding the number of calls received and the response times for each call.

Council Member Mullins stated the information Mayor Ash and Council Member Travis requested was readily available.

Council Member Mullins noted the Municipal Service Taxing Unit was only one source of revenue for Lake Emergency Medical Services. Mr. Mullins commented should the City consider a regional service, it would be prudent to have Minneola present during the early stages of discussion.

City Manager Gray stated Lake County would have to issue a Certificate of Need to the City prior to the City's ability to have a regional medical transportation service.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 9, 2016

Council Member Mullins moved to adopt Ordinance 2016-01; seconded by Council Member Goodgame. The motion passed 5 to 0 on a roll call vote.

NEW BUSINESS

Item No. 7 – Variance Request, *Cabana Del Lago*

Planning Manager Henschel presented the variance requests for a proposed three-cottage development for short-term stays located at 875 West Osceola Street. The variance requests are partially due to a 15-foot utility easement on the west side of the property. The utility easement contains a gravity sewer line running north and south.

The first variance request was to allow a driveway width of less than 12 feet per travel lane. City Code requires a total width of 24 feet for two-way traffic. The proposed driveway width of 17 feet reduces each traffic lane by 3.5 feet.

The second variance request was to allow a driveway to have a side-yard setback of 3 feet. City Code requires driveways maintain a 5 foot side-yard setback.

The third variance request was to allow for a landscape buffer of less than 10 feet in width. City Code requires a perimeter 10-foot landscape buffer around the parking lot.

Staff recommended approval of the variance requests.

Nicola Martz; Owner/applicant, was present and requested approval.

Mayor Ash opened the public hearing. There were no public comments. Mayor Ash closed the public hearing.

Council Member Goodgame asked what type of material would be used for the driveway. Chris Germana; Germana Engineering, stated the driveway apron would be constructed of concrete and the driveway would be constructed with a pervious-type concrete. The handicapped space will meet the Americans with Disabilities Act code.

Council Member Mullins moved to grant the requested variances; seconded by Council Member Travis. The motion passed with all members present voting aye.

Item No. 8 – Gateway Signage Request

Assistant City Manager Kinzler provided an overview of the proposed sign renderings and introduced Frank Bellomo, the Senior Landscape Director of Landscape Architecture from GAI.

Mr. Bellomo reviewed the renderings for the Downtown 8th Street Entryway, City Limit Gateway signs, and the Arts and Recreation Center/Clermont Performing Arts Center signage. The proposed 8th Street Entryway signage will replace the existing signage and landscaping on 8th Street at State Road 50. The proposed City Limit signage will be located at the west City limits on State Road 50, the east City limits on State Road 50 at Lake Boulevard, and on the South Lake Trail at Lake Boulevard.

Staff requested a consensus from Council to move forward on the signage designs.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 9, 2016

Downtown Entryway and City Limit Gateway Signage

Council Member Travis expressed concern regarding the visibility of the smaller signage on State Road 50.

Council Member Goodgame commented the Downtown Entryway signage should include the City of Clermont logo on the east and west sides of the taller column.

Council Member Mullins suggested rotating the smaller Downtown Entryway columns 45 degrees and include the City logo on the sides of the column.

Mayor Ash was opposed to placing additional logos on the smaller columns of the Downtown Entryway signage.

Council Member Goodgame suggested placing 'THANK YOU, COME AGAIN' wording on the City Limit Gateway signs.

Mayor Ash commented lighting should be added to the top of the smaller posts, replacing the louvers with plexiglass, and include interior lighting on the larger center columns for the Downtown Gateway signage.

Council Member Mullins suggested illuminating the plexiglass at night.

Mr. Bellomo stated the exterior of all signage could be lit and the interior of the plexiglass could have soft illumination. He suggested using coach lights on all sides of the pillars as opposed to lights on top of the posts.

Council Member Goodgame suggested the sides of the Downtown Entryway include 'Downtown Clermont' wording.

Council Member Bates inquired if the Downtown Entryway sign would obstruct traffic vision. Mr. Bellomo stated the drawings would be reviewed by the Florida Department of Transportation.

Arts and Recreation Center/Clermont Performing Arts Center Signage

Mayor Ash preferred a marquee sign opposed to having an electronic scrolling sign.

Council Member Goodgame would like the site to have two signs.

Mayor Ash inquired of the signage costs. Assistant City Manager Kinzler stated \$30,000 was budgeted for the Arts and Recreation Center/Clermont Performing Arts Center signage and the budget for the Downtown Gateway signage was \$250,000, which included rebuilding 8th Street.

City Manager Gray commented an electronic sign would require a variance.

Mayor Ash suggested placing a right-turn directional sign between Hammock Ridge Road and the Arts and Recreation Center.

Mayor Ash would like to review the proposed signage after incorporating Council suggestions.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 9, 2016

Ron Smart; Clermont Downtown Partnership, expressed concern of the readability of the Downtown Entryway signage and spoke in favor of rotating the columns 45 degrees.

GAI will return before Council with updated renderings incorporating the suggested changes.

ADJOURN: With no further comments, this meeting was adjourned at 8:01pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 23, 2016		
Agenda Item Name		
Contract Award		
Requested Action		
Motion to approve a piggyback contract number RFP 13/14-8 from Clay County BCC, Florida with Musco Sports Lighting, LLC. to provide as needed light structures and electrical equipment.		
Staff Report		
The Purchasing Department, Public Works Department and the Arts and Recreation Department recommend approval of the above action. At the request of the Public Works Department and the Arts and Recreation Department, the Purchasing Department sought a contract from Clay County BCC, Florida to obtain the services of Musco Sports Lighting, LLC. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1602-002 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Clay County BCC contract. The contract will provide the purchase and installation of various equipment and amenities for parks and playground lighting. The Clay County BCC contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Annual projected cost of \$300,000 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1602-002		RFI 1602-002.pdf
2. Clay County Award Information		Award Information.pdf
3. Musco Sports Lighting Submittal		Musco Submittal.pdf



REQUEST FOR INFORMATION

Intent to Utilize the Clay County Contract for Various Equipment and Amenities for Parks and Playgrounds

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1602-002	ISSUED DATE: February 3, 2016
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>February 12, 2016 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services and Parks & Recreation

(b) Company Information: Musco Sports Lighting, LLC

(c) Contract Number and Title: RFP 13/14-8 / Various Equipment and Amenities for Parks and Playgrounds

(d) Length of Contract: Three (3) years ending February 11, 2017 with optional two (2) one-year renewals.

(e) Product or Service Provided: Lighting and electrical lighting equipment for ballfields.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 13/14-8, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 13/14-8, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 13/14-8 were opened on January 7, 2014. During its regular meeting on February 11, 2014, the Board rendered its decision to award RFP No 13/14-8 to multiple companies and this notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Stephanie C. Kopelousos
County Manager

Date of Posting:

02/12/14

Date of Removal:

02/18/14

Time of Posting:

8:45 a.m.

Time of Removal:

8:55 a.m.

Initials:

DF

Initials:

DF



**CLAY COUNTY
FLORIDA**

Purchasing Division
P.O. Box 1366
477 Houston Street
4th Floor, Admin Building
Green Cove Springs, FL
32043-0367

Area Code: 904
Phone: 278-3761
529-3761
Fax: 278-3728

County Manager
Stephanie C. Kopelousos

Commissioners:
Wendell D. Davis
District 1

Douglas P. Conkey
District 2

Diane Hutchings
District 3

T. Chereese Stewart
District 4

Ronnie E. Robinson
District 5

Switchboard:
GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300

www.claycountygov.com

January 29, 2014

MEMO TO: Stephanie Kopelousos
County Manager

FROM: Karen Thomas
Purchasing Manager

SUBJECT: Budget, Personnel, & Policy Agenda, 2/3/14

ITEM: RFP No. 13/14-8

Recommend approval to post notice of intent and to award RFP No. 13/14-8, Various Equipment and Amenities for Parks and Playgrounds to multiple companies. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis. The qualified vendor providing the lowest responsive quote will be awarded the project. This will provide playground equipment, amenities and lighting for all parks in Clay County and other entities wishing to utilize this RFP. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received. Submittals are available for review in the Purchasing Department.

Funding Source: various

Att. 1 – Staff Recommendation Sheet
2 – Price Sheets
3 – Bid Tabulation Sheet

/df

Karen Thomas

BID RECOMMENDATION SHEET

January 28, 2014

Bid #13/14-8**"Various Equipment & Amenities for Parks & Playgrounds"**

<u>BIDDERS</u>	<u>Bond</u>	<u>Base Bid</u>
<u>Advanced Recreation Concepts</u>	NA	See Attached
<u>REP Services, Inc.</u>	NA	See Attached
<u>Southern Recreation</u>	NA	See Attached
<u>Playmore West, Inc.</u>	NA	See Attached
<u>J Durgan Assoc., Inc.</u>	NA	See Attached
<u>Victor Stanley, Inc.</u>	NA	See Attached
<u>Robertson Industries, Inc.</u>	NA	See Attached
<u>Recycled Plastic Factory, LLC</u>	NA	See Attached
<u>No Fault Sports Group, LLC</u>	NA	See Attached
<u>Greenfields Outdoor Fitness, Inc.</u>	NA	See Attached
<u>Regal Contractors, Inc.</u>	NA	See Attached
<u>Gulf Coast Sports, LLC</u>	NA	See Attached
<u>Bliss Products & Services, Inc.</u>	NA	See Attached
<u>Apollo Sunguard Systems, Inc.</u>	NA	See Attached
<u>Robertson Industries, Inc.</u>	NA	See Attached
<u>Miller Recreation Equip. & Design</u>	NA	See Attached
<u>Gametime, Inc.</u>	NA	See Attached
<u>Site Horizons</u>	NA	See Attached
<u>M Gay Constructors, Inc.</u>	NA	See Attached
<u>Musco Sports Lighting, Inc.</u>	NA	See Attached

Staff Assigned to Tabulate Bids & Make Recommendations:

<u>Name</u>	<u>Title</u>
<u>Ellen Mattox</u>	<u>Admin Program Mgr., Division of Parks & Recreation</u>

RECOMMENDATION:

It is staff's recommendation to accept all bids submitted. All bids are awarded based upon the % discount offered for products and services.

**PRICE AGREEMENT CONTRACT FOR VARIOUS EQUIPMENT AND AMENITIES
FOR PARKS & PLAYGROUNDS**

Bid #13/14-8

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Advanced Rec. Concepts</u> (321) 775-0600	Litchfield	Pavilions & Structures	3%	35%	Yes	Yes
	Highland Products	Site Furnishings	3%	35%	Yes	Yes
	R3 Recycled Play Structures	Playground Equip.	3%	35%	Yes	Yes
	Skyspan Structures	Shade Structures	3%	35%	Yes	Yes
	Zeager Playground Surfacing	Rubber surfacing	5%	NA	Yes	Yes
	Bolling Forest Products	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Innovative Wood Mulch	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Water Splash	Water Play Equip.	3%	NA	Yes	Yes
	BCI Burke	Playground Equip.	5%	35%	Yes	Yes
	Berliner Seilfabrik – Urban Designs	Cable Climbing Playground Equip.	3%	40%	Yes	Yes
	Playcraft by Krauss Craft/Exercraft	Playground & Fitness Equip.	3%	35%	Yes	Yes
	Superior International	Playground Equip.	3%	35%	Yes	Yes
	Paris/Ramparts	Fitness Equip.	3%	35%	Yes	Yes
	Sports Rock (Park Pets)	Rocks shaped like animals for climbing	3%	50%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Advanced Rec. Concepts (cont.)</u>	Rubber Designs By Rainbow Turf Prod.	Playground surfacing	5%		Yes	Yes
	Nationwide Turf	Synthetic Turf	5%	NA	Yes	Yes
	Polysoft	Playground surfacing	5%	NA	Yes	Yes
	Bison	Sporting Equip.	3%	40%	Yes	Yes
	Kay Park	Park Amenities	3%	40%	Yes	Yes
	Ultra Play	Park Furniture	3%	40%	Yes	Yes
	Freenotes Harmony Park	Musical Amenities	3%	35%	Yes	Yes
	Webcoat	Tables & Benches	3%	40%	Yes	Yes
	GT Grandstands	Bleachers	3%	40%	Yes	Yes
	Ball Fabrics	Shade Structures	3%	35%	Yes	Yes
	Cedar Forest Products	Wooden Shade Structures	3%	35%	Yes	Yes
	Playspace Services, Inc.	Installer				
<u>REP Services, Inc.</u> (407) 831-9658, ext. 230	Landscape Structures	Playground Equip.	2%	45%	Yes	Yes
	Porter/Poligon	Shade Structures	2%	53%	Yes	Yes
	DuMor, Inc.	Park Amenities	2%	40%	Yes	Yes
	Anova	Park Amenities	2%	40%	Yes	Yes
	USA Shade, Inc.	Shade Structure	2%	60%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>REP Services, (cont.)</u>	ForeverLawn	Grass for safe-play areas	5%	Installation included in price per SF	Yes	Yes
	Vitriturf/Hanover, Inc.	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
	Irvine Wood Recovery	Playground mulch	5%	99%	Yes	Yes
	Sof Surfaces	Tile for safe play areas	5%	33%	Yes	Yes
	Tot Turf	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
<u>Southern Recreation, Inc.</u> (904) 387-4390 (904) 545-9870 (c)	Playland	Playground equip.; park amenities; shade structures	15%	28%	Yes	Yes
	SportsPlay	Playground equip.; shade structures	10%	28%	Yes	Yes
	Jaypro	Sports equip.	10%	28%	Yes	Yes
	Kay Park	Bleachers; park amenities	10%	28%	Yes	Yes
	Webcoat	Park amenities & shade structures	10%	28%	Yes	Yes
	Ultra Play	Playground equip.	10%	28%	Yes	Yes
	Ultra Site	Pet Park equip. & Park amenities	10%	28%	Yes	Yes
	Sitescapes	Park amenities	10%	28%	Yes	Yes
	Litchfield (SSI Structures)	Park amenities	10%	28%	Yes	Yes
	Superior Shade	Shade structures	10%	28%	Yes	Yes
	Zeager Wood Carpet	Playground surfacing	10%	28%	Yes	Yes
	Murdock	Water fountains	10%	NA	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Southern Recreation, Inc.</u> (cont.)	Portable Scoreboards	Scoreboards	10%	Varies with project	Yes	Yes
<u>Playmore West, Inc.</u> (329) 791-2400	Playworld Systems	Playground Equip.	5%	30%	Yes	Yes
	Zeager	Playground surfacing	5%	75%	Yes	Yes
	X Grass	Synthetic turf	5%	Included	Yes	Yes
	Child Safe	Poured in place safety surface	5%	Included	Yes	Yes
	Shade Systems	Shade structures	5%	60%	Yes	Yes
	Classic Recreation	Shade structures & small RR bldgs.	5%	60%		
<u>J Durgan Assoc., Inc.</u> (561) 654-9708	Regal Contractors, Inc.	Installer				
	Greenfield Outdoor Fitness	Exercise equip. & h/c playground equip.	2%	-0-	Yes	Yes
	Apollo Sunguard	Shade structures	5%	-0-	Yes	Yes
	Henderson Recreation	Playground equip.	10%	-0-	Yes	Yes
	Everguard	Poured in place safety surface	-0-	-0-	No	Yes
<u>Victor Stanley, Inc.</u> (407) 641-0241 (407) 637-9385	Victor Stanley	Planters, trashcans, park amenities	5%	25%	Yes	Yes
<u>Robertson Industries, Inc.</u> (954) 882-1366	Tot Turf	Poured in place safety surface	10%	Included	Yes	Yes
	Art of Flooring	Installer				

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Recycled Plastic Factory, LLC</u> (941) 473-1618	Recycled Plastic Factory, LLC	Park amenities	23%	NA	Yes	Yes
<u>No Fault Sports Group, LLC</u> (225) 215-7760	No Fault Sports Group, LLC	Poured in place safety surface	10%			
	Playsafe Surfacing, LLC	Installer				
<u>Greenfields Outdoor Fitness, Inc.</u> (888) 315-9037	Greenfields Outdoor Fitness, Inc.	Exercise equip. & h/c playground equip.	2%	Varies	Yes	Yes
<u>Regal Contractors, Inc.</u> (561) 906-7321	Greenfield Outdoor Fitness, Inc.	Installer	NA	40%		
	Henderson Recreation Equip., LTD	Installer	NA	35%		
	Everguard Surfacing	Installer	NA	-0-		
	Apollo Sunguard	Installer	NA	80%		
	Landscape Structures, Inc.	Installer	NA	30%		
	Playworld Systems	Installer	NA	30%		
	PlaypowerLT/LittleTikes Commercial Farmington	Installer	NA	36%		
	Miracle Recreation Equip.	Installer	NA	32%		
	Shade Systems, Inc.	Installer	NA	80%		
<u>Gulf Coast Sports, LLC</u> (855) 827-1386	Gulf Coast Sports, LLC	Bleachers, Pressboxes & park amenities	5%	3%	No	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Bliss Products & Services, Inc. (904) 210-7760	ActionPlay	Safe play borders, swing parts, park amenities	5%	Priced per job	Yes	Yes
	American Mulch	Mulch	Priced per job	Priced per job	No	No
	Athletic Connection	Athletic equip.	5%	Priced per job	Yes	Yes
	Bark Park	Equip. for dog park	8%	35%	Yes	Yes
	Big Toys	Playground equip.	5%	35%	Yes	Yes
	BRP	Bleachers, park amenities	5%	Priced per job	Yes	Yes
	CemRock	Rock climbers	5%	Priced per job	No	No
	Childworks	Playground equip. & swing parts	5%	Priced per job	Yes	Yes
	Colorado Time Systems	Scoreboards	5%	Priced per job	Yes	Yes
	Compac Filtration	Equip. for water parks	5%	Priced per job	Yes	Yes
	Dero	Bicycle racks	5%	Priced per job	Yes	Yes
	Dura Play	Safety surfaces	5%	Priced per job	Yes	Yes
	DynaCushion	Safety surfaces	10%	Priced per job	No	No
	Dynamo	Sports & playground equip., rock climbing	10%	Priced per job	Yes	Yes
	Electro Mesh Scoreboard	Scoreboards	10%	Priced per job	No	No

	Elephant Play	Playground equip.	10%	35%	Yes	Yes
	Everguard	Poured in place safety surfaces	10%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Bliss Products & Services, Inc.,</u> <u>(cont.)</u>	Everlast Climbing	Wall Climbers	10%	Priced per job	Yes	Yes
	Fibar	ADA playground safety surfaces	10%	Priced per job	Yes	Yes
	Forestry Resources	Mulch/Lumber	5%	Priced per job	No	No
	Forte	Plastic timbers for safe-play area	5%	Priced per job	Yes	Yes
	Gared Sports	Netting, field equip., sports equip.	10%	Priced per job	Yes	Yes
	GT Grandstands	Bleachers	10%	Priced per job	Yes	Yes
	Innovative Mulching	Mulch	10%	Priced per job	No	No
	Jayhawk Plastics	Park furnishings	10%	Priced per job	Yes	Yes
	Jaypro Sports	Indoor & outdoor sports equip.	5%	Priced per job	Yes	Yes
	Jensen Swings	Repair parts for swings	5%	Priced per job	Yes	Yes
	Kay Park	Playground equip.	5%	Priced per job	No	No
	Madrax	Bicycle racks	5%	Priced per job	Yes	Yes
	Most Dependable Fountains	Water fountains	5%	Priced per job	Yes	Yes
	Murdock Fountains	Water fountains	5%	Priced per job	Yes	Yes
	National Recreation Systems	Bleachers	5%	Priced per job	Yes	Yes

	Outback Shelters	Shelters	10%	Priced per job	Yes	Yes
	Play and Park Structures	Playground equip.	10%	35%	Yes	Yes
	Play Guard	Safety surfaces	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Bliss Products & Services, Inc., (cont.)</u>	Playmore	Playground Equip.	5%	35%	Yes	Yes
	Playsafe Surfacing	Safety surfacing	5%	Priced per job	No	No
	Playsafer	Rubber mulch & curbing	5%	Priced per job	Yes	Yes
	Pro Mats	Netting, padding, benches, equip.	5%	Priced per job	Yes	Yes
	Rubber Recycling	Recycled rubber for safe play areas	5%	Priced per job	No	No
	Sand Lock Sandbox	Sandboxes	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Sod	Priced per job	Priced per job	No	No
	Shade America	Shade Structures	10%	Priced per job	Yes	Yes
	Shaw Industries	Flooring/Carpet	5%	Priced per job	No	No
	Shelterscapes	Shelters(?)	5%	Priced per job	No	No
	Spectrum	ADA pool lifts & equipment	5%	Priced per job	Yes	Yes
	Spiral Court King	Court equipment	5%	Priced per job	No	No
	Spohn Ranch/Tru Ride	Skate ramps	5%	Priced per job	Yes	Yes
	Sportsplay	Playground equip., shelters, park amenities	5%	Priced per job	Yes	Yes

	Stewart Tennis Courts	Tennis Courts	Priced per job	Priced per job	No	No
	Structural Wood Systems	Lumber	5%	Priced per job	No	No
	Suwannee Lumber	Lumber	5%	Priced per job	No	No
	Tennis Unlimited	Tennis netting	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Bliss Products & Services, Inc.,</u> <u>(cont.)</u>	Terra Pad	Pads for fall zones	5%	Priced per job	Yes	Yes
	Terra Soft	Poured in place safety surface	5%	Priced per job	Yes	Yes
	Turf Evolution	Synthetic grass	5%	Priced per job	Yes	Yes
	Ultra Play	Toddlers play equip.	5%	Priced per job	Yes	Yes
	Ultra Site	Shade structures, bleachers, park amenities	5%	Priced per job	Yes	Yes
	Ultra Shade	Shade structures	5%	Priced per job	Yes	Yes
	Vortex Water Parks	Equip. for water parks	5%	Priced per job	Yes	Yes
	Webcoat	Plastic coated park amenities	5%	Priced per job	Yes	Yes
	Wood Mulch Products	Mulch	5%	Priced per job	No	No
	X-Grass	Synthetic Turf	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Installer				
	FunBuilders, Inc.	Installer				
	Chris Patton	Installer				

<u>Apollo Sunguard Systems, Inc.</u> (941) 925-3000	Apollo Sunguard	Shade Structures	8%	50%	Yes	Yes
	Cocozza Construction	Installer				
	Regal Contractors	Installer				
	A & W Specialty Contracting	Installer				
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Robertson Industries, Inc.</u> (954) 882-1366	TotTurf	Playground safety surfacing	10%	Included in MSRP discount	Yes	Yes
	Art of Flooring	Installer				
<u>Miller Recreation Equip. & Design</u> (941) 792-4580	Miracle Recreation Equipment Co.	Playground Equip.	8% \$ 0 - \$4,999 12% \$5,000 - \$9,999 15% \$10,000 - \$17,999 18% \$18,000 - \$24,999 20% \$25,000 - above	23% \$0- \$9,999 25% \$10,000 - \$24,000 26% \$25,000 - above	Yes	Yes
	Foresite Designs	Park amenities	5%	32%	Yes	Yes
	Recycled Design	Recycled park amenities	5%	32%	Yes	Yes
	Forever Lawn	Synthetic Grass	5%	NA	Yes	Yes
	Shade Systems	Shade structures	5%	NA	Yes	Yes
	Bison Sports	Sports equip.	5%	32%	Yes	Yes
	Webcoat	Coated outdoor furniture	5%	32%	Yes	Yes

	No Fault	Safety surface, mulch, turf	5%	NA	No	No
	Douglas Industries	Sports equip.	5%	32%	Yes	Yes
	Playsafer	Rubber Mulch	5%	\$10 per cu. yd	Yes	Yes
	Kay Park	Bleacher, park amenities	5%	32%	Yes	Yes
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Miller Recreation Equip. & Design (cont.)</u>	Murdock Fountain	Water fountains	5%	NA	Yes	Yes
	APS	Playground borders, repair parts	5%	25%	Yes	Yes
	Greenfield Outdoor Fitness	Outdoor fitness equip.	5%	30%	Yes	Yes
	Fibar	Playground safety surfacing	10%	\$10 per cu. yd.	Yes	Yes
	RCP Shelter	Covered shelters	5%	NA	Yes	Yes
	Coverworx	Prefabricated Structures	5%	NA	Yes	Yes
	Principle Recreation, Inc.	Installer				
	Playtime Installation	Installer				
	Ryan Fitzgerald Construction, Inc.	Installer				
<u>GameTime, Inc.</u> (800) 432-0162	Gametime	Playground & fitness equip.	15%	25%	Yes	Yes
	UltraPlay	Playground equip.	10%	25%	Yes	Yes
	UltraSite	Park amenities	10%	25%	No	Yes

	GT Impax	Playground safety surfacing	5%	Varies	Yes	Yes
Site Horizons (407) 641-0231 (407) 637-9385 Distributor	Zeager	Playground safety surfacing	5%	\$12 per cu. yd.	Yes	Yes
	Icon Shelter Systems	Shelters	5%	25%	Yes	Yes
	Icon Trail Series	Amenities for trails	5%	25%	Yes	Yes
	PW Athletic Mfg., LLC	Athletic equip. & park amenities	5%	25%	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Site Horizons (cont.)	Superior Shade, Inc.	Shade Structures	5%	30%	Yes	Yes
	Rainbow Rubber Safety Surfacing	Safety surfacing	5%	Included in price	Yes	Yes
	BCI, Burke Co.	Playground equip., surfacing, park amenities	5%	25%	Yes	Yes
	Wabash Valley	Park amenities	5%	25%	Yes	Yes
	Johnny Pitts Const.	Installer				
M. Gay Constructors, Inc. (904) 714-4001	Musco Sports Lighting	Installer for sports lighting	Priced per project per sport	Priced per project per sport	NA	Yes
Musco Sports Lighting, LLC (800) 374-6402	Musco Sports Lighting	Sports Lighting	Priced per project per sport	Priced per project per sport	NA	Yes

BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

Time Close: 2:20

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Copies	W-9	Insurance	To Be Determined
1				
2 ROBERTSON INDUSTRIES INC	✓	✓	✓	✓
3 NO FAULT SPORT GROUP	✓	✓	✓	✓
4 RECYCLED PLASTIC FACTORY	✓	✓		✓
5 REGAL CONTRACTORS	✓	✓	✓	✓
6 GREENFIELDS OUTDOOR FITNESS, INC	✓	✓	✓	✓
7 M GAY CONSTRUCTORS	✓	✓	✓	✓
8 GULF COAST SPORTS LLC	✓	✓	✓	✓
9 PLAYMORE RECREATIONAL PRODUCTS	✓	✓	✓	✓
10 APOLLO SUNGUARD SYSTEMS INC	✓	✓		✓
11 J DURGAN & ASSOC	✓	✓	✓	✓
12 REP SERVICES INC	✓	✓	✓	✓
13 DRP - DOMINICA RECREATION PRODUCTS	✓	✓	✓	✓
14 MUSCO SPORTS LIGHTING LLC	✓	✓	✓	✓
15 MILLER RECREATION	✓	✓	✓	✓

Staff Assigned to tabulate bids and make recommendations:

Name Kame Stalling

Title Program Coordinator

Recommendations: Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Dona Fish
(BCC)

Clerk Paul Stalling

Department Representative Kokki Stalling

BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

Time Close: 2:20

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document.

Bidder	Copies	W-9	Insurance	To Be Determined
16 SOUTHERN RECREATION INC	✓	✓	✓	✓
17 SITE HORIZONS <i>mult. submittal</i>	✓	✓	✓	✓
18 BLISS PRODUCTS	✓	✓	✓	✓
19 ADVANCED RECREATIONAL CONCEPTS	✓	✓	✓	✓
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

Staff Assigned to tabulate bids and make recommendations:

Karrie Starling
Name

Program Coordinator
Title

Recommendations: Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish
(BCC)

Pae Stuts
Clerk
Karrie Starling
Department Representative

Presented to:

Clay County

Sports Lighting Contract

RFP # 13/14-8

“Various Equipment And Amenities For
Parks And Playgrounds”
Green Cove Springs, Florida



Submitted by:

Musco Sports Lighting, LLC

2107 Stewart Road
Muscatine, Iowa 52761

Phone: 563/262-4719
Toll Free: 800/756-1205
Fax: 800/374-6402

LSG Spec - Revision Level: 1
© 2005 Musco Lighting, LLC

This information is provided by Musco exclusively for this project.
Reproduction or distribution of the enclosed documents or information
without the written permission of Musco Lighting, LLC is prohibited.

Table of Contents:

**CLAY COUNTY RFP #13/14-8
Various Equipment And Amenities
For Parks And Playgrounds
Sports Lighting Contract
Green Cove Springs, FL**

A. BID FORMS

Bid Form Documents
Sub-Contractor Equipment Installers List
Warranty Information Form and Warranties
 Musco Constant 25
 Musco Constant 10
 Musco 10/2 Year Warranty
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form

B. BID PRICING

C. FORMS

W-9
Certificate of Insurance
State of FL Electrical Contractors License

BID FORM

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

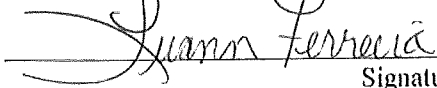
Bidder: Musco Sports Lighting, LLC

Address: 2107 Stewart Road

City, State and Zip: Muscatine, IA 52761-5934

Phone: 800-756-1205 x4738 Email: musco.contracts@musco.com

Contact Name(s): Luann Ferreira



Signature of Bidder

MANUFACTURER CATALOGS:

Manufacturer: Musco Sports Lighting, LLC

Fixed Percentage Discount off MSRP:

Prices as Listed

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP:

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP:

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: N/A

Fixed Percentage Discount off MSRP:

Installation (Fixed Percentage of cost after discounts of equipment): _____

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: See attached list.

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Attach vendor/manufacture WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Failure to comply with this provision may result in rejection of bid.

SUBCONTRACTORS

Musco Sports Lighting, LLC
100 1st Avenue West
Oskaloosa, IA 52577

M Gay Constructors
Mike Gay
11802 Industry Drive
Jacksonville, FL 32226
904-714-4001

Davco
Russ White / Mark Komar
4885 Park Ridge Boulevard
Boynton Beach, FL 33426
561-732-3434

Electrical Contracting Service
Charlie Floyd / Chuck Floyd
2375 West 77th Street
Hialeah, FL 33016
305-556-0041

Imperial Electrical Inc.
Mike Terrango
951 NW 51 Place
Ft. Lauderdale, FL 33309
954-938-0520

Himes Electric
Thomas Cook
1040 Land O Lakes Blvd.
Lutz, FL 33549
813-909-1927

Joyner Electric
Houston Joyner / Royce Lowery
4955 Swamp Fox Rd.
850-576-1125

References

Contact: Wil Smith
St. Johns County Parks
904-471-6896

St. Lucie County Sports Complex
Contact: Guy Medor
St. Lucie County Parks Manager
772-462-1527

Gwen Cherry Baseball, Miami
Contact: Manny Docurro
Calvin Giordano & Associates
Electrical Engineer
954-266-6494

Miramar Regional Park
Contact: Norman Bray, Elec. Eng.
Norman Bray & Associates
954-925-3217

University of Tampa Lacrosse
Contact: Brent Kitchner
RR Simmons
813-632-1200

Florida State University
Contact: Bernie Waxman
Tallahassee, FL 32304
850-644-4502

Musco Sports Lighting certifies each of the aforementioned sub-contractor installer(s) is an authorized installer certified to install sports lighting equipment as required.

Musco reserves the right to use other approved contractors, with the municipality's approval.

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Musco Sports Lighting Equipment & Services

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to ALL components or only part? (State Explicitly)

See attached warranties

Parts Warranty Period: _____ Service Warranty Period: _____

Nearest source for parts and/or service center (s):

Musco Sports Lighting, LLC

Name, address and phone number of the authorized service center (s):

- 1) Jason Thomes; 100 Avenue West, Oskaloosa, IA 52577; 800-825-6030
- 2) _____
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

Musco Sports Lighting, LLC; 2107 Stewart Road, Muscatine, IA 52761; 800-756-1205

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Musco Sports Lighting, LLC

Signature Luann Ferrelli

Title Vice President Phone Number 800-756-1205 ext. 4738



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light

Average Constant Light™ illumination levels are guaranteed through Musco's Smart Lamp® power regulator and service technology.

Musco will electronically monitor lamp operation and operating hours, and will group re-lamp as described in the Project Details on the following page.

Individual lamp outages that occur during the lamp warranty and maintenance period are repaired when the usage of any field is materially impacted. If actual usage exceeds the maximum hours of coverage, the customer will be required to purchase lamp replacements in order to maintain the warranty to the end of 25 years.

Energy Consumption

Average and maximum energy consumptions for your lighting system are guaranteed. Exhibit A provides a 25-year energy cost model based upon the customer provided utility rate and anticipated hours of usage. Changes in rates or usage will proportionately change the costs.

Monitoring, Maintenance and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage and lamp outages. If fixture outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax, or email. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Spill Light Control

Spill light readings at identified locations are guaranteed to be controlled to the values provided in Musco's design documents for your project, shown in Exhibit B.

Structural Integrity

Your project has been designed to _____.
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty (Exhibit C) and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.



Musco Constant 25TM

25-Year Product Assurance & Warranty Program

Project Details

Project Name: _____ Project Number: _____

Owner: _____ City: _____ State: _____

Product(s) Covered: _____

Date Issued: _____

Expiration: _____ or maximum hours of coverage noted below, whichever occurs first

Total Average kW per hour: _____ Total Maximum kW per hour: _____

Musco products and services are guaranteed to perform on your project as follows:

Field/Zone	Fixture Quantity	Lamp Type/ Lamp Hours	Average Target Constant Light Level	Uniformity Max/Min	Total Relamps Included	Estimated Annual/25- Year Estimated Usage Hours	Maximum Hours of Coverage



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Green Generation Lighting® with Control-Link® and any additional Musco manufactured product as listed on page 2.

"We", "us" and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** Control-Link Central operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
2. **Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with product(s) of like kind and quality.
3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a non-threatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure Musco will replenish spare fuses used.

You agree to keep your Green Generation Lighting system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. **Service Limitations - This Contract does not cover:** Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Products parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning).

5. Contract Limitations:

- a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
- b. **Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.
- d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.
6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 10 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light

Average Constant Light™ illumination levels are guaranteed through Musco's Smart Lamp® power regulator and service technology.

Musco will electronically monitor lamp operation and operating hours, and will group re-lamp as described in the Project Details on the following page.

Individual lamp outages that occur during the lamp warranty and maintenance period are repaired when the usage of any field is materially impacted. If actual usage exceeds the maximum hours of coverage, the customer will be required to purchase lamp replacements in order to maintain the warranty to the end of 10 years.

Energy Consumption

Average and maximum energy consumptions for your lighting system are guaranteed. Exhibit A provides a 10-year energy cost model based upon the customer provided utility rate and anticipated hours of usage. Changes in rates or usage will proportionately change the costs.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and lamp outages. If fixture outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax, or email. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Spill Light Control

Spill light readings at identified locations are guaranteed to be controlled to the values provided in Musco's design documents for your project, shown in Exhibit B.

Structural Integrity

Your project has been designed to _____ .
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty (Exhibit C) and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Project Details

Project Name: _____ Project Number: _____

Owner: _____ City: _____ State: _____

Covered Product(s): _____

Date Issued: _____

Expiration: _____ or maximum hours of coverage noted below, whichever occurs first

Total Average kW per hour: _____ Total Maximum kW per hour: _____

Musco products and services are guaranteed to perform on your project as follows:

Field/Zone	Fixture Quantity	Lamp Type/ Lamp Hours	Target Constant Light Level	Uniformity Max/Min	Total Relamps Included	Estimated Annual/10- Year Estimated Usage Hours	Maximum Hours of Coverage



Musco Constant 10™

10-Year Product Assurance & Warranty Program Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Green Generation Lighting® with Control-Link® and any additional Musco manufactured product as listed on page 2.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
2. **Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a non-threatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your Green Generation Lighting system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. **Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. Contract Limitations:

- a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
- b. **LIMITATION OF LIABILITY:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first **twelve (12) months** of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.
- d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.
6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



10 Year Warranty

Equipment

Musco warrants your lighting system (excluding fuses and lamps) to be free from defects in materials and workmanship for a period of ten years starting from the date of shipment.

Two Years Labor — Musco agrees to provide labor and materials for a period of two years to replace defective parts or repair defects in workmanship or, at its election, to pay the reasonable cost of labor for such repairs. For the remainder of the warranty period, replacement materials will be provided at no charge. Labor costs will be the owner's expense.

Lamps

Lamps are warranted not to fail for two years from the date of shipment. Lamps which fail during the first year of the warranty period will be replaced and installed at no cost to the owner.

Lamps which fail during the second year of the warranty period will be replaced by the manufacturer, but installation will be the owner's responsibility. Lamps damaged by physical trauma or electrical surges are not covered by this warranty.

Alignment

Musco warrants accurate alignment of the luminaires on the luminaire assembly for a period of ten years starting from the date of shipment.

Limitations

The following are not covered by this warranty:

- Fuses
- Weather condition events such as lightning or hail damage
- Improper installation, vandalism or abuse
- Unauthorized repairs or alterations

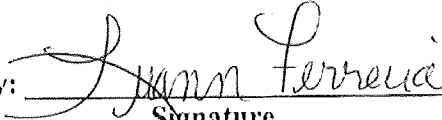
Repair and/or replacement are the complete warranty and constitute the exclusive remedy.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

- (1) The prospective Vendor, Musco Sports Lighting, LLC, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Musco Sports Lighting, LLC

By: 
Signature

Luann Ferreira, Vice President
Name and Title

2107 Stewart Road
Street Address

Muscataine, IA 52761
City, State, Zip

✓ 12-31-2013
Date

Clay County

Sports Lighting Bid Sheet

Manufacturer: Musco Sports Lighting, LLC.

Address: 2107 Stewart Road

City, State, Zip Code: Muscatine, IA 52761

Contacts:

Danny Sheldon
Phone #: 352/665-0578

Email: danny.sheldon@musco.com
Fax #: 800/374-6402

Bob DeCouto
Phone#: 352/243-9999

Email: bob.decouto@musco.com
Fax #: 800/374-6402

Jason Frucht
Phone #: 954/732-5674

Email: jason.frucht@musco.com
Fax #: 800/374-6402

Fed. ID #: 42-1511754

Delivery: 4-6 weeks F.O.B. Destination

MUSCO LIGHTING PRICING - All prices are delivered to the job site – Terms: Net 30 days upon delivery
For installed packages, 25% down payment is requested.

BASE BID LIGHTING EQUIPMENT DESCRIPTION

LIGHT-STRUCTURE GREEN™ SYSTEM (LSG)

Equipment Pricing includes: Precast Concrete Bases, Galvanized Steel Poles, Fixtures, Pole Top Luminaire Assemblies, Electrical Component Enclosures, and Wire Harnesses.

WARRANTY AND GUARANTEE (LSG)* 25-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system for 25 years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

All warranty and maintenance agreements on all facilities except tennis/roller hockey are based upon 600 hours or less on annual usage. The tennis, roller hockey, skate park and outdoor basketball courts warranty and maintenance agreement is based upon 1000 hours or less of annual usage. If annual usage exceeds the hours noted above, an extension of the warranty/maintenance agreement will be negotiated with the manufacturer on a project by project basis.

SPORTSCLUSTER GREEN™ SYSTEM (SCG)

Equipment Pricing includes: Fixtures, Luminaire Assemblies, Electrical Component Enclosures, and Wire Harnesses.

WARRANTY AND GUARANTEE (SCG)* 10-Year Warranty: Manufacturer shall supply a signed warranty providing all materials and labor to maintain operation of your lighting system to original design covering the entire system for 10 years from the date of shipment, or until maximum hours of coverage have accumulated, whichever comes first. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations. The Constant 10 Warranty is contingent upon site review for compatibility with Musco's lighting system.

LIGHT-PAK SYSTEM™

Equipment Pricing includes: Luminaire Assemblies, Electrical Component Enclosures.

WARRANTY AND GUARANTEE (LIGHT-PAK) 10-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system, excluding fuses and lamps, for 10 years from the date of shipment. Labor shall be included for 2 years. Lamps shall be warranted for 2 years for parts, and 1 year for labor. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

Section I - Musco Lighting Price List

Note: For field sizes and pole locations not covered below, use fixture and pole adjustments found in Adders section of the bid page. Manufacturer shall provide design for actual field, plus the design of the field that most closely relates to actual field, for comparative purposes.

Tennis – Standard pole locations are 6' beyond the serving line and 3' outside the fence. Pricing and pole sizing for tennis courts are also applicable to roller hockey and skate parks.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
2 Ct	50 fc	\$48,500	\$32,200
3 Ct	50 fc	\$62,700	\$42,600
4 Ct	50 fc	\$83,300	\$53,300

Outdoor Basketball – Standard pole locations are 15' outside the fence on the center line

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
1 Ct	40 fc	\$27,000	\$20,200
2 Ct	40 fc	\$35,700	\$25,600

Light-Pak

Fixtures	Light-Pak Price
8	\$8,700
12	\$11,300

Baseball (90' Base path) – Standard A-pole locations are 50' down line and 55' off for a 90' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of $((\text{Foul Line} + \text{Basepath})/2 \times 0.5)$ and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
300'	50/30 fc	\$134,300	\$93,500
300'	70/50 fc	\$201,000	\$146,200
350'	50/30 fc	\$156,700	\$94,900
350'	70/50 fc	\$251,200	\$152,100
330'/400'/330'	50/30 fc	\$173,000	\$114,500
330'/400'/330'	70/50 fc	\$297,500	\$185,200
320'/360'/320'	50/30 fc	\$163,500	\$105,900
320'/360'/320'	70/50 fc	\$253,100	\$167,900

Softball/T-Ball (60' Base path) - Standard A-pole locations are 35' down line and 40' off for a 60' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of $((\text{Foul Line} + \text{Basepath})/2 \times 0.5)$ and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
150'	30 fc	\$51,300	\$34,900
175'	50/30 fc	\$61,400	\$42,300
185'	50/30 fc	\$65,400	\$46,400
200'	50/30 fc	\$68,300	\$48,400
200'	70/50 fc	\$115,600	\$78,000
225'	50/30 fc	\$87,800	\$57,000
225'	70/50 fc	\$106,400	\$74,600
250'	50/30 fc	\$93,400	\$61,700
250'	70/50 fc	\$141,000	\$100,100
275'	50/30 fc	\$106,200	\$70,600
275'	70/50 fc	\$160,400	\$117,800
300'	50/30 fc	\$117,700	\$82,000
300'	70/50 fc	\$182,700	\$127,300
320'	50/30 fc	\$135,100	\$90,900
320	70/50 fc	\$198,100	\$143,500

Soccer – Standard pole locations for a 4-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.40)) from the center line, with setbacks from the field as given above. Standard outside pole locations for a 6-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.28)) from the center line, with setbacks from the field as given below.

Size	Light Level	Set-back	LSG 130 ULT 2010 Price	SCG Price
330'x160'	30 fc	30'	\$78,600	\$57,700
330'x160'	50 fc		\$124,600	\$97,900
330'x180'	30 fc	30'	\$96,400	\$67,300
330'x180'	50 fc		\$132,200	\$102,500
330'x210'	30 fc	30'	\$99,800	\$70,700
330'x210'	50 fc		\$140,300	\$105,800
330'x225'	30 fc	30'	\$105,800	\$75,600
330'x225'	50 fc		\$152,700	\$114,100
360'x160'	30 fc	30'	\$93,800	\$65,900
360'x160'	50 fc		\$140,300	\$105,800
360'x180'	30 fc	30'	\$93,800	\$65,900
360'x180'	50 fc		\$140,300	\$105,800
360'x210'	30 fc	30'	\$105,800	\$75,600
360'x210'	50 fc		\$152,700	\$114,100
360'x225'	30 fc	30'	\$112,300	\$82,300
360'x225'	50 fc		\$162,200	\$123,800
360'x240"	30 fc	30'	\$112,300	\$82,300
360'x240'	50 fc		\$172,300	\$128,600

Football – Standard pole locations are located at the 15 yard line, with setbacks from the field as given below.

Size	Light Level	Set-back	LSG 130 ULT 2010 Price	SCG Price
No track	30 fc	60'	\$104,300	\$75,000
No track	50 fc		\$150,500	\$112,800
No track	100 fc		\$299,300	\$218,800
No track	30 fc	80'	\$117,000	\$85,700
No track	50 fc		\$185,900	\$131,800
No track	100 fc		\$312,300	\$235,700
No track	30 fc	100'	\$133,900	\$95,400
No track	50 fc		\$194,200	\$142,700
No track	100 fc		\$378,300	\$255,000
No track	30 fc	120'	\$169,900	\$114,300
No track	50 fc		\$251,900	\$173,300
No track	100 fc		\$464,200	\$296,500

Section II – Adders/Deducts

- A. The above pricing is based upon 130 ULT wind zone. For each 10 mph increase in wind zone, the equipment price will increase by 5%.
- B. Florida Building Code, 2010 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.
- C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.
- D. Purchase of additional lighting for security, special areas, or replacing lights on existing poles and non-standard field sizes or pole locations. \$ 3,000 per fixture
- E. Control Link Retrofit Adder \$7,500 per unit
- F. Additional Control Link Unit necessary due to additional electrical services \$5,000 per unit
- G. Osprey Nest Platforms \$3,000 each
- H. Adder for additional spill and glare control \$3,500 per pole

Section III – Labor Costs

A. Pole Installation (price per pole)

Pole Height	LSG 130 ULT 2010 Price
40'	\$3,600
50'	\$3,700
60'	\$4,000
70'	\$4,600
80'	\$5,600
90'	\$6,500
100'	\$8,300
110'	\$13,500

- B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph ULT wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there may be a 5% increase in the cost of installation for each 10 mph increase in wind zone.
- C. Removal of Existing Concrete Poles \$4,000 per pole
- D. Removal of Existing Wooden Poles \$1,500 per pole
- E. Installation of Fixtures on Existing Poles \$5,200 per pole
- F. Installation of Control Link Retrofit \$1,800 per unit

Section IV – Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV, A, 1)	<u>\$11,000 each</u>
Option B – 400 Amp Service (Section IV, A, 1)	<u>\$18,500 each</u>
Option C – 600 Amp Service (Section IV, A, 1)	<u>\$22,500 each</u>
Option D – 800 Amp Service (Section IV, A, 1)	<u>\$25,000 each</u>

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

- a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet \$ 90 each
- b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet \$100 each

2. Wiring from Contactors to Poles
 - a. 2 ½" PVC with (4) 3/0 \$ 35 per foot
 - b. 4" PVC with (4) 500mcm \$ 65 per foot
 - c. (2) 4" PVC with (4) 300mcm \$ 85 per foot
 - d. 2" PVC with (4) #1 THWN conductors \$ 25 per foot
3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.
 - a. :10 \$4,700.00 \$5.00 per foot
 - b. :8 \$5,200.00 \$7.50 per foot
 - c. :6 \$5,400.00 \$10.00 per foot
4. Pull Boxes
 - a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside \$ 500 each
 - b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet \$ 110 each
- C. Installation of Contactor Cabinets
 - a. 48" Cabinet \$5,000 each
 - b. 72" Cabinet \$7,500 each
- D. Lightning Protection
 1. Surge Arrestor – protection at remote electrical enclosure \$ 1,050 each
 2. Surge Arrestor – protection on line side of panel \$ 8,600 each
- E. Pole Grounding
 1. Provide and install ground rods for poles 70' and below \$750 per pole
 2. Provide and install ground rods for poles 80' and above \$1,250 per pole

Section V – Engineered Plans

- A. Electrical Engineering Drawings, sealed by P.E.
 1. Adder for 200 amp service \$ 5,750 each
 2. Adder for 400 amp service \$ 8,625 each
 3. Adder for 600 amp service \$13,800 each
 4. Adder for 800 amp service \$23,000 each
- B. Structural Engineering Drawings, sealed by P.E.
 1. Foundation and pole plans based on assumed soils \$1,150 per project
 2. Foundation and pole plans based on geotech report \$2,875 per project
- C. Geotech report \$8,625 per project
- D. Bonding (over \$200,000) \$1,785 per \$100,000
- E. Site survey \$2,875 per project
- F. Project management \$5,750 per project

Section VI - Yearly Adjustments

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract, NEW products with IMPROVED technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.
- C. During the term of this contract if the state of Florida Building Codes/Wind speeds change, Musco reserves the right to adjust pricing accordingly.

I. SPORTS LIGHTING – LIGHT-STRUCTURE GREEN™ SYSTEM

A. BASE BID LIGHTING EQUIPMENT

The primary goals of this sports lighting specification are:

- 1. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the fields should be proactively monitored to detect fixture outages over a twenty-five (25) year life cycle. To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system.
- 2. Environmental Light Control: It is the primary goal of this project to minimize spill light and glare.
- 3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of twenty-five (25) years.

B. LIGHTING PERFORMANCE / PLAYABILITY

The manufacturer shall supply lighting equipment to meet the following performance and life cycle cost criteria:

Playing surfaces shall be lit to an average constant light level and uniformity as specified per the bid sheet. Light levels shall be held constant for 5,000 hours. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified on the bid sheet.

C. LIFE CYCLE COST

- 1. Energy Consumption: The kWh consumption for the field lighting system shall be calculated by the following criteria:
luminaries x kw demand x kw rate of .11/hr x annual usage of 600 hours x 25 years. Tennis courts, skate parks, roller hockey and outdoor basketball courts will be based on an annual usage of 1,000 hours.
- 2. Complete Lamp Replacement: Manufacturer shall include the appropriate number of group lamp replacements to be completed at end of each 5,000 hours of operation. For the purpose of the bid, it is assumed that the field(s) will be operated 600 hours per year or 10,000 hours during a 25 year period. Manufacturer shall warrant the system to meet designed light levels upon completion of these relamps.

3. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years on the system from the date of equipment delivery. Lamp outages shall be repaired when they materially impact the usage of any field. Owner agrees to check fuses and maintain as necessary in the event of a fixture outage prior to calling the manufacturer.
4. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).
5. Remote Lighting Control System: System shall include lighting contactors. System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels using a user code and password to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute "early off" commands by phone or extend the field usage.

On site equipment shall include Manual Off-On-Auto Switches to allow for maintenance, and shall accept and store 7-day schedules. The controller shall be protected against power outages / memory loss and shall reboot once power is regained and execute any commands that would have occurred during outage.

6. Management Tools: Manufacturer shall make available a web-based database of actual field usage and provide reports by facility and user group.
7. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.

II. **SPORTS LIGHTING - SPORTSCUSTER GREEN™ SYSTEM**

A. **BASE BID LIGHTING EQUIPMENT**

The primary goals of this sports lighting specification are:

1. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate.
2. Environmental Light Control: It is the primary goal of this project to minimize spill light and glare.
3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of ten (10) years.

B. **LIGHTING PERFORMANCE / PLAYABILITY**

The manufacturer shall supply lighting equipment to meet the following performance and life cycle cost criteria:

Playing surfaces shall be lit to an average constant light level and uniformity as specified per the bid sheet. Light levels shall be held constant for 5,000 hours. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified on the bid sheet.

C. LIFE CYCLE COST

1. Energy Consumption: The average kWh consumption shall be calculated by the following criteria: # luminaires x kw demand x kw rate of .11/hr x annual usage of 600 hours x 25 years. Tennis courts, skate parks, roller hockey and outdoor basketball courts will be based on an annual usage of 1,000 hours.

III. LIGHTING SYSTEM CONSTRUCTION

A. SYSTEM DESCRIPTION

Lighting system shall consist of the following:

1. Galvanized steel poles and crossarm assembly (LSG Only)
Enhanced corrosion protection package:
 - a. Exposed carbon steel horizontal surfaces on the cross arm assembly shall be galvanized to a five (5) mil minimum average thickness.
 - b. Exposed die cast aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
 - c. Exposed extruded aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
2. Pre-stressed concrete base embedded in concrete backfill (LSG Only)
3. All luminaires shall be constructed with a die-cast aluminum housing to protect the luminaire reflector system.
4. Luminaire, visor, and crossarm shall withstand 150 mph winds and maintain luminaire aiming alignment.
5. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor and fusing for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
6. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble free installation.
7. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system, constructed of NEMA Type 4 aluminum. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided. (Standard LSG/Optional SCG)

B. MANUFACTURING REQUIREMENTS

All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.

C. DURABILITY

All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.

D. LIGHTNING PROTECTION

LSG: Integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.

SCG; or if grounding is not integrated into the structure, the Manufacturer shall supply grounding electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be not less than 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

E. SAFETY

All system components shall be UL Listed for the appropriate application.

F. ELECTRIC POWER REQUIREMENTS FOR SPORTS LIGHTING EQUIPMENT

Maximum total voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of rated voltage.

1. Voltage/Phase to be determined for each specific site.

IV. DELIVERY TIMING

The equipment must be on site 4-6 weeks from the receipt of approved submittals and receipt of complete order information.

V. STRUCTURAL PARAMETERS

A. BUILDING CODE

The base bid of the lighting system must comply with Florida Building Code Edition 2010, 130 mph ULT.

B. STRUCTURAL DESIGN

The stress analysis and safety factor of the poles shall conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

C. SOIL CONDITIONS

The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2010 FBC, Table 1804.2.

D. FOUNDATION DRAWINGS

Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted within 14 days of purchase.

VI. FIELD QUALITY CONTROL

A. ILLUMINATION MEASUREMENTS

Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.

VII. POLE CONSTRUCTION, POLE REMOVAL, AND RELIGHT

A. POLE INSTALLATION

Provide pricing for labor to install owner furnished poles & fixtures. Price will include unloading of the equipment upon arrival to job site, excavation of holes, assembly of the poles and luminaires, all wiring from the remote electrical enclosure to the luminaires, proper grounding, installation of the pre-stressed foundations with concrete backfill, pole erection and aiming. Installation assumes standard soils of 2000 psf with no rock or abnormal collapsing holes.

B. REMOVAL OF EXISTING POLES OR STRUCTURES

Provide pricing for labor to take down existing poles, structures and fixtures and remove them to a staging area on the job site designated by the owner. Concrete and steel poles will be completely removed. Poles will be cut at base – foundations will not be removed but cut and jack-hammered to a foot below grade. Wood poles may be cut off 2 feet below grade, as long as the stumps are covered back with soil.

C. INSTALLATION OF FIXTURES ON EXISTING POLES

Provide pricing for labor to take down existing fixtures and remove them to a staging area on the job site designated by the owner. The cost will also include labor to install the new fixtures on the existing structure. Installation assumes that the pole structure and wiring will be sufficient to handle the new fixtures. Owner assumes all responsibility of structural integrity of existing poles.

D. OWNER AND BIDDER RESPONSIBILITIES

1. Owner's Responsibilities:

- a. Provide total access to the site and pole locations for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
- b. Remove any trees, limbs, shrubs, etc. for total access to pole locations.
- c. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Mark home plate, foul lines, and field boundary lines. Final grade elevations will also need to be marked if necessary.
- d. Removal, replacement, and repair of all fencing necessary for construction.
- e. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
- f. Provide area on site for disposal of spoils from foundation excavation.
- g. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Bidder will not be responsible for repairs to unmarked utilities.
- h. Pay for any power company fees and requirements. **(If necessary).**
- i. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2010 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
- j. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any and all fees associated with the water access and usage.
- k. Pay for any and all permitting fees.

2. Bidder's Responsibilities:

- a. Provide required poles, fixtures, foundations, and associated designs.
- b. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
- c. Provide layout of pole locations and aiming diagram.
- d. Provide light test upon completion of works once owner supplied electrical system is energized.
- e. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
- f. Provide bonding per State of Florida requirements.
- g. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- h. Provide storage containers for material, including ballast enclosures.
- i. Provide adequate trash container for cardboard waste and packing debris.
- j. Provide adequate security to protect delivered products from theft, vandalism or damage during the installation.
- k. Obtain any and all required permits. Costs to be paid by Owner.
- l. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.

- m. Provide materials and equipment to install Light Structure System foundations as specified on Layout.
- n. Remove augured spoils to owner-designated location at jobsite.
- o. Provide materials and equipment to assemble and install Light Structure Green™ fixtures and terminate all necessary wiring.
- p. Provide equipment and materials to assemble and erect Light Structure System Poles.

VIII. ELECTRICAL SUPPLY LABOR/EQUIPMENT

A. ELECTRICAL SERVICES

All services are to be quoted at 277/480 volt three phase. Base all service feeders on a length of 150 feet at a burial depth of 36" with no obstructions in the path. Provide lump sum costs for equipment and labor to install each of the following four options:

1. Option A
 - a. 200 amp three phase meter can
 - b. 200 amp main circuit breaker N3R 42 circuit panel with 8 three pole 30 amp breakers.
 - c. Service feeders. (4) 3/0 conductors in a 2 1/2" raceway. 150'
 - d. Build Service Rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
 - e. Pull necessary permits
2. Option B
 - a. 400 amp three phase meter can
 - b. 400 amp main circuit breaker N3R 42 circuit panel with 8 three pole 60 amp breakers.
 - c. Service feeders. (4) 500 mcm conductors in a 4" raceway. 150'
 - d. Build Service Rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
 - e. Pull necessary permits.
3. Option C
 - a. 600 amp three phase meter can
 - b. 600 amp main circuit breaker N3R 42 circuit panel with 12 three pole 60 amp breakers.
 - c. Service feeders. (2) 4" raceways with (4) 300 mcm conductors in a 4" raceway. 150'
 - d. Build Service Rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor will be provided by the sports lighting manufacturer and installed.
 - e. Pull necessary permits.
4. Option D
 - a. 800 amp three phase CT enclosure
 - b. 800 amp three phase CT meter can
 - c. 800 amp main circuit breaker N3R 42 circuit panel with 12 three pole 80 amp breakers.
 - d. Service feeders (2) 4" raceways with (4) 500 mcm conductors in each raceway. 150'
 - e. Build Service Rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, CT enclosure, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
 - g. Grounding per NEC and local building codes.
 - f. Pull necessary permits.

B. CONDUIT, PULL BOXES AND CONDUCTORS

Provide equipment and labor to install conduit, pull boxes and conductors. All installations are to be in pvc schedule 40 pipe at a burial depth of 36" with twin conductors.

C. LIGHTNING PROTECTION

Surge Arrestors: UL labeled and rated for 277/480V, 3 phase, 4 wire, as manufactured by Erico (TDX-50) or equal and shall be attached to the bottom of the remote ballast enclosure and/or on line side of main electrical panel.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2013

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

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

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Musco Sports Lighting, LLC Attn: Carrie Ferguson P O Box 808 Oskaloosa, IA 52577	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: EMPLOYERS MUT CAS CO A XII		21415	
INSURER B: STARR IND & LIAB CO A XIV c/o RT		38318	
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 37234459

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC			2D5362514	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			2E5362514	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			1000010100	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2S5362514 (Non Ded States) 2Z5362514 (All Other States) 2P5362514 (Florida) 2M5362514 (New Jersey)	07/01/13 07/01/13 07/01/13 07/01/13	07/01/14 07/01/14 07/01/14 07/01/14	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re: RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds
Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida and all public agencies of Clay County, as their interests may appear are included as Additional Insureds on General Liability for work performed by the named insured when required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

Clay County Purchasing Division

x 1366

Green Cove Springs, FL 32043-1366

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laure Guisinger

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- (1) Your ongoing operations for an additional insured; or
- (2) "Your work" for the additional insured and included in the "products-completed operations hazard" but only if:
 - (a) A written contract requires you to provide such coverage to such additional insured; and
 - (b) The coverage form to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- c. Only applies to the extent permitted by law; and
- d. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured. If, however, a written contract requires you to defend or indemnify the additional insured for the additional insured's sole negligence, then the coverage for the additional insured shall conform to what is required in such written contract and to the extent permitted by law.

C. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage form.

D. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you have specifically agreed in a written contract that this insurance be primary.

When coverage is provided to an additional insured on a primary basis pursuant to the terms in this endorsement, we will not seek contribution from any other insurance available to the additional insured if a written contract requires that this insurance be noncontributory.

E. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

F. All other terms and conditions of this policy remain unchanged.



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

FLESNER, MARK J
MUSCO SPORTS LIGHTING, LLC.
100 1ST AVE W
OSKALOOSA IA 52577

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Commission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA AC# 6189722
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

ECA000891 07/06/12 128003235

CERTIFIED ELECTRICAL CONTRACTOR
FLESNER, MARK J
MUSCO SPORTS LIGHTING, LLC.

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12070601308

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINE MARK™ PATENTED PAPER

AC# 6189722

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12070601308

DATE	BATCH NUMBER	LICENSE NBR
07/06/2012	128003235	ECA000891 Additional Business Qualification

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

FLESNER, MARK J
MUSCO SPORTS LIGHTING, LLC.
1601 9TH AVENUE EAST
OSKALOOSA IA 52577

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Name (as shown on your income tax return)
Musco Corporation

Business name/disregarded entity name, if different from above
Musco Sports Lighting, LLC

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
100 1st Ave West; PO Box 808

City, state, and ZIP code
Oskaloosa IA 52577

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

4	2	-	1	1	0	7	4	5	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Debra H. Blunt* Date ▶ *10-14-2013*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

RECEIVED
PURCHASING DIVISION

2014 JAN -3 P 1:19

CLAY COUNTY BOARD OF
COMMISSIONERS

Musco Sports Lighting

Clay County Purchasing Division

477 Houston Street

P.O. Box 1366

Green Cove Springs, FL 32043

904-278-3761

Receipt for Bid #: 13/14-8



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 23, 2016		
Agenda Item Name		
Contract Award		
Requested Action		
Motion to approve a piggyback contract number 13-0605 from Lake County B.C.C. with Bee-Saf-Tee Fire Equipment, Inc. to provide inspection, testing, maintenance and repair services to all fire protection systems owned and operated by the City.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. At the request of the Public Works Department, the Purchasing Department sought a contract from Lake County B.C.C. to obtain the services of inspection, testing, maintenance, and repair services of City owned fire protection systems. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1602-003 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Lake County B.C.C. contract. The Lake County B.C.C. contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Annual projected cost of \$50,000 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1602-003		RFI 1602-003.pdf
2. Lake County Contract 13-0605		13-0605.pdf



REQUEST FOR INFORMATION

Intent to Utilize the Lake County Contract for Fire Protection Systems Inspection, Testing, and Maintenance

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1602-003	ISSUED DATE: February 9, 2016
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>February 17, 2016 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works

(b) Company Information: Bee-Saf-Tee Fire Equipment, Inc.

(c) Contract Number and Title: 13-0605 / Fire Protection Systems Inspection, Testing, and Maintenance

(d) Length of Contract: Five (5) years ending July 30, 2018 with no option to renew.

(e) Product or Service Provided: Inspection, testing, maintenance, and repair services to all fire protection systems owned and operated by the City. This includes fire sprinkler systems, clean agent systems, fire extinguishers, and all associated items.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



LAKE COUNTY FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 4 Effective Date: October 7, 2015	2. Contract No.: 13-0605 Effective Date: July 31, 2013
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Bee-Saf-Tee Fire Equipment 4072 N. Hwy 19A Mt. Dora FL 32757 Attn: Linda Bomar
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Modification to allow price increases for inspections/testing of clean agent fire suppression systems per the following quotation at Buildings 1, 4, 5, and 6, at same terms and conditions as original agreement. Price increases have been approved by project manager.	
8. Contractor's Signature REQUIRED Name: <u>Linda Bomar</u> Title: <u>President</u> Date: <u>10/13/15</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>10-15-2015</u> Date
10. Distribution: Original - Bid No. 13-0605 Copy - Vendor Copy - Department	

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

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICP, QEP
District 2

JIMMY CONNER
District 3

LESLIE CAMPIONE
District 4

WELTON G. CADWELL
District 5



Price Quote

September 28, 2015

L.C.B.C.C.

315 W. Main St.
Tavares, Fla. 32778

SUBJECT: Clean Agent Fire Suppression Systems-Test & Inspections
SUBCONTRACTOR: Orr Protection Systems

In accordance with your request and information provided, we are pleased to submit our quotation on the above referenced subject.

SCOPE OF WORK: Perform the required test and inspection of the clean agent fire suppression system listed below. Inspections will be performed per NFPA 2001 and NFPA 72 standards. A report will be provided upon completion of the inspection. If deficiencies are noted during the inspection process a quote to make repairs will be provided.

LOCATION	DESCRIPTION OF WORK	SEMI-ANNUAL PRICE
Bldg 320-Property Appraiser	Fire Suppression System-T&I	\$357.50 per inspection
Bldg 320- Tax Collector	Fire Suppression System-T&I	\$357.50 per inspection
Courthouse-Room 3-A12		
Courthouse-Room 3-716	Fire Suppression System-T&I	\$805.20 per inspection
Courthouse		
County Administration Bldg	Fire Suppression System-T&I	\$605.00 per inspection
Emergency Operations Ctr	Fire Suppression System-T&I	\$671.00 per inspection

Price includes all material and labor. Proposal is based on scheduling all inspections during one site visit, if multiple trips are required a revised quote will be provided. If systems exceed device counts that were provided the quote will be adjusted to reflect add'l devices. Proposal good for 60 days, work to be performed during normal hours. A Maintenance Agreement and a schedule to perform the inspection will follow approval of this service. Standard payment terms/conditions and warranty will apply upon completion of work.

Bee-Saf-tee Fire Equipment

T: (352)343-2707

E: Beesaftee@aol.com

4072 N Highway 19A

Mount Dora, FL 32757



LAKE COUNTY FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: March 23, 2015	2. Contract No.: 13-0605 Effective Date: July 31, 2013
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Bee-Saf-Tee Fire Equipment 4072 N. Hwy 19A Mt. Dora FL 32757 Attn: Linda Bomar
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Modification to add the following items to the contract, per following quotation, at same terms and conditions as original agreement: 1) Halotron Fire Extinguishers a) Hydrostatic Testing (includes recharge and replacement of chemical) - \$156.00 b) 6 year / RC Maintenance - \$48.00 c) New 5 lb. Halotron Fire Extinguisher - \$229.00 2) Emergency After Hours Contact Information: a) Linda Bomar - 352-516-2049 b) Roy Bomar - 352-516-2050	
8. Contractor's Signature REQUIRED Name: <u>Linda Bomar</u> Title: <u>President</u> Date: <u>3/23/15</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>3-23-2015</u> Date
10. Distribution: Original - Bid No. 13-0605 Copy - Vendor Copy - Department	

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

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICP, QEP
District 2

JIMMY CONNER
District 3

LESLIE CAMPIONE
District 4

WELTON G. CADWELL
District 5

Villinis, Donna

From: Bringard, John
Sent: Thursday, March 19, 2015 4:05 PM
To: Villinis, Donna
Subject: FW: info from Linda

Donna,

Call me about this please.

Thanks

John

From: beesaftee@aol.com [<mailto:beesaftee@aol.com>]

Sent: Thursday, March 19, 2015 3:38 PM

To: Bringard, John

Subject: info from Linda

Hi John,

Pricing for Halatron Fire Exts.:

New 5lb Halatron Fire Extinguisher \$229.00

6yr/RC \$48.00

Hydrostatic testing of Halatron Fire Ext. (includes recharge and replacement of Chemical \$156.00

Emergency Info

After hour phone numbers: 352-516-2049 (Linda)
352-516-2050 (Roy) ✓

Linda Bomar

Bee-Saf-Tee Fire Equipment, Inc.

4072 N Hwy 19A

Mt. Dora, Fla. 32757

352-343-2707



LAKE COUNTY FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: February 10, 2015	2. Contract No.: 13-0605 Effective Date: July 31, 2013
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Bee-Saf-Tee Fire Equipment 4072 N. Hwy 19A Mt. Dora FL 32757 Attn: Carol Hensley
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Modification to add the new Judicial Center's fire sprinkler system to the contract per following quotation, and at same terms and conditions as original agreement.	
8. Contractor's Signature REQUIRED Name: <u>Donna Villinis</u> Title: <u>Procurement Services</u> Date: <u>5/5/15</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>3-9-2015</u> Date
10. Distribution: Original - Bid No. 13-0605 Copy - Vendor Copy - Department	

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

TIMOTHY L. SULLIVAN
District 1

SEAN M. PARKS, AICP, QEP
District 2

JIMMY CONNER
District 3

LESLIE CAMPIONE
District 4

WELTON G. CADWELL
District 5

LIFELINE

FIRE PROTECTION, INC.

FIRE SPRINKLER & ALARM SYSTEMS

905 JAN MAR CT. SUITE B, MINNEOLA, FL. 34715

PHONE (352) 243-7774

FAX (352) 241-7774

QUOTATION

"Your One-Stop Shop" Solution for Fire Protection I - Installation, Inspections, Service, Monitoring of Fire Sprinklers, Alarms & Security Systems Equipment.

Attention: Carol Hensley		Date: December 29, 2014	Job No:
Customer: Bee Saf Tee Fire		Phone: 352-343-2707	
Mailing Address: 4072 N. Hwy 19A		Job Name: New Judicial Center	
City, State, Zip: Mt. Dora, Florida 32757		Address:	
		Fax:	
Existing Building?	Yes ☐ No ☒	Email: chensley@beesaftee.com	

FIRE SPRINKLER SYSTEM INSPECTION

Fla. Lic. # (53457100012004)

INCLUDED: YES ☒ NO ☐

	AMOUNT	Comments:
NFPA 25 Annual Inspection	\$350.00	
NFPA 25 Quarterly Inspection	\$300.00	
NFPA 25 Quarterly Inspection	\$300.00	
NFPA 25 Quarterly Inspection	\$300.00	
Backflow Certification - Fire		per device
Backflow Certification - Domestic		
NFPA 25 Annual Fire Pump Test	\$350.00	
Fire Hydrant Test		per device
AFFF Samples		Please initial:
ANNUAL SPRINKLER TOTAL	\$1,600.00	Accept: _____

** Does not include full flow test of foam systems

Decline: _____

NFPA #72 FIRE ALARM INSPECTION AND TEST

Florida Lic#(EC13004962)

INCLUDED: YES ☐ NO ☒

	AMOUNT	Comments:
NFPA 72 Annual Inspection	\$0.00	
NFPA 72 Quarterly Inspection		
NFPA 72 Quarterly Inspection		
NFPA 72 Quarterly Inspection		
NFPA 72 Semi-Annual Inspection		
ANNUAL ALARM TOTAL	\$0.00	Please initial:

*Net 30 days

Accept: _____

Decline: _____

PHONE LINE MONITORINGINCLUDED : YES _____ NO X

Florida Lic# (EC13004962)

UL Accounts: Alarm Runner Service

(Cost is \$125 per hour port to port, including mileage)

UL Accounts: Alarm INCLUDED _____

(Cost is \$70 per hour Foreman, \$40 per hour Apprentice and \$1.00 per mile port to port)

X Fire Alarm
X Central Station Service
Security
Elevator
Other _____

Fire Alarm Monitoring Contact/Call List (Responsible Parties)

Name	Phone Number

This account will be programmed to send opening and closing signals

(Security alarm systems only):

Yes _____ No X

Annual Fee

\$0.00

Please initial:

Accept: _____

Decline: _____

Add'l Comments: Set up and programming will be done @ time of inspections or on a T & M basis.

Fire Alarm Monitoring is Billed 1 year in advance per account, per cellular panel @ \$462.24 & phone line panel @ \$379.85

Can provide monitoring service if device is programmed by Central Station.

TOTALS

SERVICES	AMOUNT
FIRE SPRINKLER INSPECTION TESTS	\$1,600.00
FIRE ALARM INSPECTION TESTS	\$0.00
MONITORING	<u>\$0.00</u>
GRAND TOTAL PACKAGE	\$1,600.00

NOTE: Annual Inspection requires a walk through of areas covered by the system, testing of alarms & checking water pressure. A representative must be available to make ALL UNITS accessible for the inspection or reinspection fees may be assessed.

PAINT BACKFLOW AS REQUIRED \$250.00 PER DEVICE

THIS CONTRACT WILL AUTOMATICALLY RENEW ANNUALLY UNLESS WRITTEN NOTIFICATION IS RECEIVED
30 DAYS IN ADVANCE.



LAKE COUNTY FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: October 1, 2014	2. Contract No.: 13-0605 Effective Date: July 31, 2013
3. Contracting Officer: Donna Villinis Telephone Number: (352) 343-9765	5. Contractor Name and Address: Bee-Saf-Tec Fire Equipment 4072 N. Hwy 19A Mt. Dora FL 32757 Attn: Carol Hensley
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return</u> this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Modification to: 1) add locations and/or systems to the contract, and 2) remove one location and its system(s) from the contract, as noted on the following pages.	
8. Contractor's Signature REQUIRED Name: <u>[Signature]</u> Title: <u>President</u> Date: <u>10/21/14</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>10-27-2014</u> Date
10. Distribution: Original - Bid No. 13-0605 Copy - Vendor Copy - Department	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST. • TAVARES, FL 32778 • P 352 343.9839 • F 352 343.9773
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY L. SULLIVAN
District 1

STAN M. PARKS
District 2

JOHN J. HENDERSON
District 3

JUSTIN CAMPIONE
District 4

STEVEN G. CADWELL
District 5

Villinis, Donna

From: Villinis, Donna
Sent: Tuesday, September 30, 2014 8:07 AM
To: Villinis, Donna
Subject: 13-0605 Modifications

From: Bringard, John
Sent: Tuesday, September 30, 2014 7:16 AM
To: Villinis, Donna
Subject: contract modifications – contract 13-0605 / Fire Protection Systems – Inspection, Testing, Maintenance

1) Please add the following location and systems to the contract:

Building 32 - Fleet Maintenance Facility 20423 Independence Blvd Groveland				
Sprinkler				
Inspection services	1	YR	\$ 1,210.00	\$ 1,210.00
Five year gauge	1	EA	\$ 40.00	\$ 40.00
Five year sprinkler/extra-high temperature	1	EA	\$ 20.00	\$ 20.00
Five year obstruction inspection	1	EA	\$ 450.00	\$ 450.00
Five year obstruction investigation	1	EA	\$ 250.00	\$ 250.00
Five year alarm valve	1	EA	\$ 175.00	\$ 175.00
Five year strainers, filters orifices	1	EA	\$ 175.00	\$ 175.00
Five year check valve	1	EA	\$ 250.00	\$ 250.00
Twenty year sprinkler - fast response	1	EA	\$ 150.00	\$ 150.00
Preaction/Deluge Valve				
Annual/five year interior inspection	1	YR	\$ 550.00	\$ 550.00
Five year strainer	1	EA	\$ 250.00	\$ 250.00
Backflow Preventer				
Inspection services	1	YR	\$ 75.00	\$ 75.00
Five year strainer	1	EA	\$ 25.00	\$ 25.00
Standpipes				
Inspection services	1	YR	\$ 150.00	\$ 150.00
Five year flow test	1	EA	\$ 250.00	\$ 250.00
Five year hydrostatic test	1	EA	\$ 450.00	\$ 450.00
Five year hose test	1	EA	\$ 175.00	\$ 175.00
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$ 375.00	\$ 375.00
Five year hose connections	1	EA	\$ 50.00	\$ 50.00
Five year hose racks	1	EA	\$ 100.00	\$ 100.00
Fire Alarm System				
Inspection services	1	YR	\$ 175.00	\$ 175.00
Total Building 32				\$ 5,345.00

2) Please remove Tourist Development from the list.

3) Please add Judicial Center, 550 W. Main St., 4th Floor, Tavares – One (1) FM-200 Clean Agent System @ \$225.00 per inspection x 2 inspections per year = \$450.00 annually.

Please feel free to contact me if you have any questions or concerns.

Thanks
John Bringard

Facilities Contract Specialist
Facilities & Fleet Management Department
32400 County Road 473
Leesburg, FL. 34788

Office 352-253-4974
Mobile 352-267-9519

Please Note: Florida has a very broad public records law. Most written communication to or from government officials regarding government / public business is public record and available to the public and media upon request. Your email communications may be subject to public disclosure.



CONTRACT NO. 13-0605

for Fire Protection Systems Inspection, Testing, and Maintenance

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the proposal of Bee-Saf-Tee Fire Equipment, Inc. (hereinafter "Contractor") to supply Fire Protection Systems Inspection, Testing, and Maintenance to the County pursuant to County RFP number 13-0605 (hereinafter "Bid"), addenda nos. 1-6, opened June 26, 2013 and Contractor's June 10, 2013 Bid response 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:

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.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

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

This Contract is effective from July 31, 2013 through July 30, 2018 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County.

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

LAKE COUNTY, FLORIDA

By: Donna G. Vail
Contracting Officer

Date: 7-31-13

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

"Earning Community Confidence Through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

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

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

Lake County Florida

Fire Protection Systems Inspection, Testing and Maintenance

RFP # 13-0605

Copy #1

Original

Proposer:

Bee-Saf-Tee Fire Equipment, Inc.

4072 N. Hwy 19A

Mt. Dora, Fla. 32757

(352)343-2707

beesaftee@aol.com

Bee-Saf-Tee Fire Equipment, Inc.
4072 N. Hwy 19A
Mt. Dora, Fla. 32757
(352)343-2707
beesaftee@aol.com



Tab 1

A. This contract is very important to Bee-Saf-Tee Fire Equipment. We are proud of our relationship with Lake County as a vendor, the past 5 yrs. and have made every effort to build good working relationships between our service techs and the county personnel. We pride ourselves with our convenient office location in Tavares, our quick response to all county requests for service and economical pricing.

Being that the county is grouping all the fire protection service under one contract, our bid/proposal is a united effort of four companies, each who have the expertise to fulfill the obligations of this contract.

Three of the companies included in this proposal are located in Lake County with the fourth company located in a near by county. This convenience of location will help with availability to respond quickly to all service requests.

We will all give our foremost attention to providing our best service and quick response to all service requirements of this contract.

B. Bee-Saf-Tee Fire Equipment was established in Tavares Florida in 1955. It's present owners purchased the business in 1990. Being that Lake County is our home, we are very familiar with all areas of the county. Our personnel share a good relationship with all the county employee's who are involved with our service.

Bee-Saf-Tee has agreed with the other participants, who are bidding with us on this contract, to be the common agent for all parties concerned. Our office located in Tavares is convenient for Lake County personnel to use for their service needs.

This will give the county one contact person to handle all business matters involved with this contract and all paperwork and bookkeeping will be handled through our Tavares office.

C. Program Manager for this contract: Carol Hensley
1647 E. Alfred St
Tavares, Fla. 32778
352-343-2707
carol.hensley@beesaftee.com

Carol has been employed with Bee-Saf-Tee Fire Equipment for several years and has experience in contract negotiations and managing projects such as this contract. Carol already has a good working relationship with many of the county's employee's,

Tab 2

A.

Bee-Saf-Tee Fire Equipment has all the county required annual and semi-annual inspections listed in their company customer accounts. All locations of portable fire extinguishers have individual log forms, which include location, serial #'s, type, size and service dates and description from past service.

Bee-Saf-Tee Fire Equipment also has in their customer files, due dates of all the counties fire suppression systems, as well as fire suppression hood reports for each system, which tell the description, location, equipment coverage and previous service of each system.

All inspections will be coordinated with the authorized county contact and performed to meet NFPA standards.

The annual inspections will be completed within 45 days of being awarded this contract, with the semi-annual and quarterly inspections to follow as they become due.

B.

Bee-Saf-Tee Fire Equipment being the previous vendor for the counties portable fire extinguishers and fixed fire suppression systems, has on record the all the due dates for annual and semi-annual inspections. Within (45) day's after being awarded this contract, a walk thru inspection of all locations will be completed and an individual report for each facility will be sent via e-mail to the County's Project Manager. A proposal for any items that need to be replaced, along with the unit price of replacement equipment will accompany the reports.

C. No exceptions to be noted

Tab 3 Proof of Insurability

(Certificates of Insurance included with proposal)

Tab 4 References (Three letters of reference included)

Tab 5 No litigation has occurred in the past three years

Tab 6 Bee-Saf-Tee Fire Equipment (portables and fire suppression), LifeLine Fire Protection (fire sprinklers), Smart Watch Security (fire alarms), Safe Fire (clean agent systems).

Tab 7 N/A

from her duties as program manager with our previous bid award. Please refer to her resume included with this bid.

D. Key Personnel: Bec-Saf-Tec Fire Equipment:

Scott Bassett / Portable Fire Extinguishers
Jeremy Hensley / Portable Fire Extinguishers
Fire Suppression Systems
Roy Bomar / Portable Fire Extinguishers
Fire Suppression Systems

Lifeline Fire Protection:

James Blankenship

Smart Watch:

Melchor Lopez/ Fire Alarm technician
Anthony Hatch/ Fire Alarm technician

Safe Fire : Randy Smith/ Clean Agent System Specialist



LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)
Fire Protection Systems Inspection, Testing, And Maintenance

RFP Number:	13-0605	Contracting Officer:	Donna Villinis
Proposal Due Date:	June 26, 2013	Pre-Proposal Conference Date:	June 12, 2013 @ 10:00 a.m.
Proposal Due Time:	3:00 p.m.	RFP Issue Date:	May 30, 2013

TABLE OF CONTENTS

SECTION 1: Special Terms and Conditions	2-15
SECTION 2: Statement of Work	16-24
SECTION 3: General Terms and Conditions	25-28
SECTION 4: Pricing/Certifications/Signatures	29-56
SECTION 5: Attachments	57-89

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not Applicable
Certificate of Competency/License:	See Section 1.18
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference:	See Section 1.4

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

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

NO-RESPONSE REPLY

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

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

VENDOR IDENTIFICATION

Company Name:	Bee Soft Tree Fire Equipment	Phone Number:	352-343-2707
E-mail Address:	Bee-soft@AOL.com	Contact Person:	Linda Bomar

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract with a qualified Contractor to provide inspection, testing, maintenance, and repair services to all fire protection systems owned and operated by Lake County Board of County Commissioners. This shall include fire alarm systems, fire sprinkler systems, ansul systems, clean agent systems, fire extinguishers, and all associated items.

The Contractor shall ensure that fire protection systems are operational 24 hours a day, 7 days a week. The ultimate responsibility of the Contractor shall be to provide fire protection systems that meet all current required codes, are at all times up to date and working as intended that will reflect favorably upon the County and the Contractor.

Section 1.2: Designated Procurement Representative

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

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

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

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

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the proposal that is judged to provide the best overall value to the County. Proposals will be evaluated based upon the following criteria:

1. Adequacy of technical approach.
2. Reports from direct and indirect references for the last five (5) years.
3. Responsiveness and completeness of the written proposal to these instructions, and with regard to Scope of Services and qualifications of the firm.
4. Proposed costs and fees.
5. Qualifications of proposed personnel. A list of the key personnel with their experience shall accompany the proposal.
6. Proposed materials and plans to accomplish tasks.
7. Licenses/Certifications - must currently hold all required licenses/certifications for the work to be performed under the contract. Copies of all licenses and/or

- certifications for key personnel shall be included with the proposal response.
8. Schedule/Timeliness - must confirm the ability to complete the work within the specified timeframes.
 9. Access to the proper equipment and personnel needed to complete the projects as assigned. A list of equipment proposed to accomplish the work as outlined within this solicitation shall be included with the proposal response.
 10. Other relevant criteria.

Section 1.4: Non-mandatory Pre-proposal Conference

A non-mandatory pre-proposal conference will be held on June 12, 2013 at 10:00 a.m. in the Employee Services Conference Room, Room 430, 315 W. Main Street, Tavares, Florida, to discuss the special conditions and specifications included within this solicitation. Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be sixty (60) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the first twelve months of the contract term unless otherwise indicated elsewhere in this document.

Each year, prior to the annual anniversary date of the contract, the County may consider an adjustment to price based on changes in the following pricing index: U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), CPI and Wage and Benefits Calculators. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to the anniversary date of the contract execution. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. Any adjustment request received after the anniversary date of the contract will not be considered. The County reserves the right to reject any written price adjustments submitted by the vendor.

Section 1.7: Method of Payment

All invoices shall be submitted as outlined in the Facilities Management Additional Terms and Conditions (Attachment 1) and shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. See the Statement of Work section, General Information, for additional information regarding pricing and invoicing.

Section 1.8: Insurance

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

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

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

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

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

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

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

Combined Single Limit	\$1,000,000
-----------------------	-------------

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.) If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 13-0605

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

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

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

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

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

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

Certificate holder shall be:

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

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

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

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

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

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

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

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Completion/Delivery

As specified in Statement of Work.

Section 1.10.2: Liquidated Damages

As specified in Facilities Management Additional Terms and Conditions. (See Attachment I).

Section 1.11: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall assess a \$55.00 re-inspection fee for each additional inspection and/or declare the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If

the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

As specified in Facilities Management Additional Terms and Conditions. (See Attachment I).

Section 1.12.1: Materials Shall be New and Warranted Against Defects

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

Section 1.13: Delivery and Completion of Solicitation Response**Section 1.13.1: Delivery of Solicitation Response**

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

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

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

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

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

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

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

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

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

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

Section 1.13.2: Completion Requirements for Request For Proposal (RFP)

Two (2) original proposals and four (4) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal will consist of two (2) separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's price proposal. Each proposal section will be prepared in accordance with the following information and directions.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially

by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs. A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Technical Proposal Sections

Proposals shall be organized into the following major sections:

Tab 1 - Proposer Profile & Required Information

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History – In addition to a narrative, complete and include Attachment 3 in this section.
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
 - Years of experience within the area of specialty.
 - Length of and type of service with firm.
 - Education and formal training, including certifications.
- D. Key Personnel: List the names of personnel who would provide services under the contract. For each person, include licenses/certifications, resumes, training, etc. for the type of work and systems covered under this contract.

Tab 2 - Proposed Solution Description(s)

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed, including specific staffing and equipment resources that will be employed by the vendor. A sample of the proposed plan and schedule for inspection and testing of all buildings' fire sprinkler systems should be included. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the same degree of detail and description specified for a primary offering.

- B. Provide a proposed plan and schedule for inspection and testing of all buildings' fire protection systems. The plan should show how, if awarded the contract, the vendor will commence the work, and how tasks will be completed according to the required timeframes listed in the RFP.
- C. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

Tab 3 – Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 4 – References/Similar Projects

Provide at least three (3) recent references where the proposed products/services have been provided within the past five (5) years. Complete and include Attachments 2 and 4 in this section.

Tab 5 – Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities. If no litigation has occurred within the past three years, include a statement to this effect.

Tab 6 – Subcontractors / Joint Ventures

Provide a list of any proposed subcontractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each subcontractor or joint venture participant.

Tab 7 – Other Information

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

D. Price Proposal Section

The Proposer shall organize its proposal into the following major sections:

Tab 1 – Completed solicitation

Include a copy of a fully completed and signed RFP.

Tab 2 - Completed Pricing Back-up Section

- Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.

Tab 3 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 4 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.14: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall 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 shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Additional Facilities May be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.16: Availability of Contract to Other County Departments

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

Section 1.17: Business Hours of Operations

As specified in Facilities Management Additional Terms and Conditions. (See Attachment 1).

Section 1.18: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the subcontractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.19: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.20: Compliance with Federal Standards

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

Section 1.21: Deletion of Facilities

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Section 1.22: Furnish and Install Requirements

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

Section 1.23: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.24: Labor, Materials, and Equipment Shall be Supplied by the Vendor

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

Section 1.25: Material Safety Data Sheet (MSDS)

As specified in Facilities Management Additional Terms and Conditions. (See Attachment 1).

Section 1.26: Presentations/ Post-Discussions After Initial Bid/ Proposal Response

A. The County, at its sole discretion, may ask any proposer to make an oral presentation and/or product/service demonstration without charge to the County. The County reserves the right to require any proposer to demonstrate to the satisfaction of the County that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.

B. The County may commence contract negotiations in accordance with the Method of Award provision specified elsewhere within this RFP. The County reserves the right to conduct

discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.

C. Proposers are cautioned not to assume that they will be asked to make a presentation or be asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

Section 1.27: Protection of Property

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

Section 1.28: Risk of Loss

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

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

Section 1.29: Service Facilities Shall be Provided in Central Florida by the Vendor

Offers will only be accepted from vendors which have service facilities that are located in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties). Service facilities are defined as facilities that can provide a full range of parts and repairs for the items covered by this solicitation and resultant contract.

The County reserves the right to perform an inspection of these service facilities during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, level of security, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County shall be final.

Section 1.30: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

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

Section 1.31: Toxic Substances/Federal "Right To Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County which includes the new information relevant to the specific material.

Additionally, vendor(s) may be requested to provide Material Safety Data Sheets to the County during the evaluation period.

Section 1.32: Wage Increases Mandated by Governmental Agencies

When any change in the basic wage rate to be paid to vendor employees being utilized under this contract is mandated by a governmental activity (e.g.; a change in the Federal Minimum Wage or other governmentally mandated wage structure, the vendor may submit a request for equitable adjustment. This adjustment request must be based strictly on the impact of the mandated change.

Section 1.33: Work Order / Cost Estimates for Specific Projects

The County's authorized representative may generate and issue a work order for specific projects to be performed under the contract resulting from this solicitation. The work order shall include the location, description, and plans if necessary, covering the particular scope of work to be completed. The vendor shall be required to submit a written estimate for the work covered under the work order. The County reserves the right to obtain the required services from another source of supply if the vendor's written estimate is deemed to be unacceptable or inappropriate.

SCOPE OF SERVICES**GENERAL INFORMATION****1. Purpose:**

- a) The purpose of this solicitation is to select a qualified Contractor to provide inspection, testing, maintenance, and repair of Lake County Fire Protection Systems. This shall include fire alarm systems, fire sprinkler systems, ansul systems, clean agent systems, fire extinguishers, and all associated items.
- b) Such services shall encompass furnishing adequate and appropriate labor, all needed parts and materials, supplies, equipment, and supervision for the performance of the projected work. Services provided and pricing submitted shall also include any and all travel, trip, and or delivery charges to any of the Lake County Government Facilities throughout the County.
- c) The Contractor shall ensure that fire protection systems are operational 24 hours a day, 7 days a week. *The ultimate responsibility of the Contractor is to provide fire protection systems that meet all current required codes, are at all times up-to-date and working as intended, and will reflect favorably upon the County and the Contractor. This scope of services represents the minimum standards required.* After initial inspections are complete and existing issues have been addressed, it shall be the Contractors responsibility to ensure that no County facility is left without the approved and up to date fire suppression systems. See "Technical Requirements," beginning on page 19 for required timelines to complete work under the contract.
- d) All services performed under the terms of this agreement shall comply with all federal, state, and local regulations. The Contractor shall ensure compliance with Fire Marshal regulations as they pertain to fire suppression guidelines, any established by the manufacturer, and the most current applicable code from the National Fire Protection Association(NFPA).
- e) Any reference to specifications, codes or regulations stated in this solicitation shall mean the latest and most current revision of such specifications, codes, or regulations.

2. Submittals:

The following shall be included in the proposal submittal:

- a) The Contractor shall provide a statement of understanding of the project scope and intent. Lake County has fire suppression systems manufactured by several different companies. The Contractor shall acknowledge in writing their ability to service, maintain, program, repair, and obtain parts for each of the different systems within Lake County. (Include in Technical Proposal, Tab I-A.)

- b) The Contractor shall provide copies of employee certifications, resumes, training, etc. (Include in Technical Proposal, Tab 1-D.)
- c) A sample of the proposed plan and schedule for fire sprinkler inspection and testing of all buildings. (Include in Technical Proposal, Tab 2-A.)

3. Pricing:

- a) Pricing submitted shall follow NFPA guidelines for frequency of inspections, type of work to be performed at each inspection, etc.
- b) Quantities included in the Pricing Section are estimates only. The actual number of inspections, tests, and/or maintenance performed over the life of the contract may vary depending on the schedule agreed upon between the selected Contractor and the County.
- c) Firms responding to this solicitation shall provide an annual price to perform inspection services. This annual price shall be paid in equal quarterly payments each year for those systems requiring inspection services four (4) times per year, or equal semiannual payments each year for systems requiring inspection services two (2) times per year. Pricing shall also be provided for additional testing services and items as listed in the Pricing Section.
- d) The add alternate section of the pricing page can be used if the Contractor has any suggestions for inspection, testing, or maintenance services that could enhance and improve the systems over and above the basic items listed in the Pricing Section.
- e) Pricing submitted in the proposal to perform each specified service shall include the furnishing of adequate and appropriate labor, all needed parts, materials, supplies, equipment, and supervision for the performance of the projected work. Pricing for each service shall also include any and all travel, trip, and/or delivery charges to any Lake County Government Facilities throughout the County. See Pricing Section (Section 4) for specified service line items.

4. Method of Payment:

The Contractor shall submit an invoice to the County's Project Manager, via e-mail in PDF format, after each service has been completed. Submittal of these invoices shall not exceed ten (10) calendar days beyond the date the service was completed. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items or service. All invoices shall be accompanied by the PDF documentation required in the record keeping portion of this scope of services.

GENERAL REQUIREMENTS**1. General:**

- a) The Contractor shall be responsible to maintain and repair the fire protection systems listed in this scope. The systems shall be kept operating as designed and in accordance with all current NFPA, manufacturer specifications, and any applicable federal, state, and local code requirements.
- b) The Contractor shall provide an hourly rate for labor and the percentage over the cost to the Contractor for parts for any repairs that may be needed. The hours paid under this contract shall be only productive hours at the job site and shall be a fixed hourly rate. Time spent for items such as, but not limited to, transportation of workers, material acquisition, handling and delivery, or for movement of vendor owned or rented equipment is not chargeable directly, but shall be considered overhead and the cost shall be included in the fixed hourly rate. The hourly rate shall also include items such as, but not limited to, direct labor, general and administrative overhead, insurance, profit, and the cost of equipment that is normal and necessary tools of the trade.
- c) Fire protection services by the vendor shall be available seven (7) days a week twenty four (24) hours a day and shall include emergency service that is available at all times. For regular inspection and service, approval from the County's Project Manager shall be obtained if work is to be performed after regular County hours. The only exception to this is when inspections or repairs require the sounding of fire alarm siren or annunciators, which shall be performed after hours or on weekends as approved by the Project Manager.
- d) Upon notification, the response time to any situation deemed by the County to be an emergency shall not exceed three (3) hours. This response time shall be available to the County twenty-four (24) hours per day during the term of the contract.

2. Reporting/Record Keeping:

- a) Records shall be maintained for all work completed. Records shall be completed per all applicable NFPA and/or federal, state, or local codes.
- b) Each site shall have a record of all information kept in a neat, organized, and detailed log book by the Contractor. The County will provide a location for the book to be stored at each site. Information in these records shall include, but not be limited to, unit specifications, manufacture, routine inspections, maintenance, repairs, parts, and the technician completing the work. All call back visits shall be recorded describing the nature of the complaints and the resolution to the problem. The log book shall become the property of the County during and after the expiration of the contract.
- c) An inspection form provided by the Contractor and approved by the County shall be maintained by the Contractor and kept with the records. NFPA forms are preferred.

- d) A tag or sticker shall be installed by the servicing technician on the unit during each visit made to the system. The information recorded on the tag/sticker shall be at a minimum, Contractor name, date of service, technician name, and a brief summary of the service.
- e) Copies of all reports and forms shall be sent by email in PDF format to the Project Manager with the invoice. Failure to provide completed reports will delay payment.
- f) The Contractor shall provide the required log book for each site.

3. Replacement Parts:

- a) All components and parts used as part of this this contract shall be certified to be compatible with the unit that they are being used in. If the part being used is not an original manufactured part, the Contractor shall inform the Project Manager and shall include a letter of compatibility with the invoice.
- b) All components and parts replaced as part of this contract shall become the property of the County unless otherwise directed by the County's Project Manager.

TECHNICAL REQUIREMENTS

1. Initial Repair Of Fire Protection Systems:

- a) Within forty-five (45) days after a notice to proceed has been issued, the Contractor shall provide to the Project Manager via e-mail in a PDF format, a detailed individual report for each facility. This report shall identify any items that need to be repaired or replaced to bring each fire protection system (**fire sprinkler, fire alarm, fire extinguishers, and fire suppression**) into a fully functional condition that meets all current applicable NFPA, federal, state, and local code requirements. Along with the report, a proposal shall be provided with unit costs for any items that need to be replaced. Both the report and the proposal shall be broken down by location, and all costs shall be derived from the fee schedule listed in the pricing section. The report shall contain justification for the parts or service being considered to be replaced.
- b) The Contractor shall coordinate, cooperate, and work with Lake County and all jurisdictions having inspection responsibility for the fire systems. Notice shall be given to Lake County no less than forty eight (48) hours in advance for these events. The Contractor shall be onsite for all required inspections and this shall be included in the cost for quarterly, semiannual, and annual inspections.

2. Inspection, Preventative Maintenance, Repair, and Testing:

- a) The Contractor shall, at a minimum, perform the required quarterly, semiannual, and annual inspection and testing for all systems to ensure all fire protection systems are operating properly and meet all current applicable NFPA requirements:

- b) General maintenance items such as, but not limited to, lightening or replacing belts, lubrication, adjustments, etc., that are required to ensure that all systems are kept up to NFPA and all other standards, shall be the responsibility of the Contractor. The cost for these incidental items shall be included in the test and inspection costs provided by the respondent on the Pricing Sheet within this RFP.
- c) Items that are found defective during normal inspection and testing procedures shall be brought to the attention of the Project Manager. A written explanation of the reason for replacement and a cost estimate based on the fee given in the Pricing Section shall be given to the Project Manager. The repair shall commence once the Project Manager has given the approval. The Project Manager shall have the ability to give the Contractor a verbal approval but shall provide written approval at their earliest convenience. An email confirmation is acceptable.
- d) For equipment found to have been damaged by lightning, the Contractor shall be required to have a licensed electrician complete the County's "Lightning Affidavit Form" and return it to the County's Project Manager no later than 7 days after the reason for failure has been identified.

FIRE SPRINKLERS

1. Written Inspection/Test Plan:

Per NFPA 25 and any other applicable standards, the Contractor shall write a test plan that clearly establishes the scope of the testing for the fire sprinkler system. The Contractor shall create a plan for the first year of the contract and shall submit it to the Project Manager for approval. This plan shall depict a schedule showing all needed tests for the upcoming year. A new schedule shall be submitted for the upcoming year on the anniversary of the contract execution date.

2. Inspection:

- a) The Contractor shall inspect, maintain, test, and repair all sprinkler systems and related items in accordance with all current applicable NFPA 25 requirements and any federal, state, or local fire rules, regulations, or ordinances. The Contractor shall ensure that all systems are operating as they are intended and meet all current applicable codes. The Contractor shall be responsible for proper operation, required inspections, record keeping, and signage.
- b) Components to be inspected and tested shall include, but not be limited to, all sprinkler heads, escutcheons, fire pumps, water storage tanks, control valves (all types), pressure reducing valves, backflow preventers, all pipes, post indicating valve (P.I.V.), fire hose stations, hanging brackets, valve supervisory switches, relays, gauges, fire department connections, flow alarm and tamper devices, drains, spare sprinkler heads and cabinets, hydraulic name plates, required signage, flow switches and other fire alarm connections, and all related equipment and accessories. Work shall include inspection, maintenance, repair, and testing (if applicable) to ensure proper operation and readiness of the system.

- c) Diesel drive inspections and maintenance shall include, but not be limited to, jacket heater operation, lubrication and oil/filter changes, water and antifreeze levels, and belt condition.

3. Fire pumps are located at the following facilities:

- a) Detention Center
- b) Fire Station 13
- c) Fire Station 78
- d) County Administration Building, Historic Courthouse, Sheriff's Administration Building (one diesel pump for all)
- e) Judicial Center
- f) Lake County Courthouse

4. Water Tanks:

- a) The Contractor shall be responsible to inspect all sprinkler water storage tanks within the County.
- b) The following are the locations of the current water storage tanks:
 - a. Fire Station 13
 - b. Fire Station 78
 - c. Fire Station 110
 - d. Fire station 11

5. Battery Tests:

- a) The 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. In addition, Contractor shall visually inspect electrolyte level in lead acid batteries. A hydrometer shall be used to check batteries when possible. The readings from this test shall be recorded.
- b) Batteries shall be replaced in accordance with the manufacturer's recommendations. Unless otherwise instructed by the Project Manager, proper disposal of the batteries shall be completed by the Contractor at no charge to the County.
- c) With the battery charger disconnected, load test the batteries per the manufacturer's recommendations. 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.

FIRE ALARMS

1. Written Inspection/Test Plan:

Per NFPA 72 and any other applicable standards, the Contractor shall write a test plan that clearly establishes the scope of the testing for the fire alarm and signaling system. The Contractor shall create a plan for the first year of the contract and shall submit it to the Project Manager for approval. This plan shall depict a schedule showing all needed tests for the upcoming year. A new schedule shall be submitted for the upcoming year on the anniversary of the contract execution date.

Inspection:

The Contractor shall perform all inspections of the system and connected devices in accordance with all current applicable NFPA, federal, state, or local requirements. The contractor shall ensure visually that there are no adverse conditions that may affect the system performance. At a minimum, an annual test, or that which is required to meet all codes, shall be conducted to ensure proper notification to the monitoring agent or the authority having jurisdiction.

2. Testing:

- a) The testing shall be performed in accordance with all current applicable NFPA, federal, state, or local requirements.
- b) All horn tests (sounding of horns) or annunciators must be conducted after 5:00 PM or on weekends unless otherwise approved by the Project Manager. The Contractor must schedule each site in advance with the County's Project Manager.
- c) The Contractor shall test the system, sub-systems, and connected devices in accordance with all current applicable NFPA, federal, state, or local requirements.

3. Smoke Exhaust Systems:

- a) Testing of all smoke control and firemen's override systems, including building and stairwell pressurization, shall be conducted per all current applicable NFPA requirements.
- b) The cost for the inspections of the smoke exhaust systems shall be included in the Quarterly/Semiannual/Annual inspection of the Fire Alarm system of that building.
- c) The following buildings have smoke exhaust systems:
 - 1) Judicial Center
 - 2) Historic Courthouse
 - 3) County Administration Building

- 4) Detention Center
- 5) Prelude
- 6) Sheriff's Administration Building
- 7) 320 W. Main St

FIRE EXTINGUISHERS

- a) The Contractor shall make a minimum of one (1) annual inspection of all fire extinguishers (including facilities and vehicles) per year. As part of this inspection, they shall perform any necessary maintenance, repairs, testing, and recharging in accordance with all current applicable NFPA, federal, state, and local requirements, regulations, or ordinances.
- b) The Contractor shall be responsible to inspect fire extinguishers in all County buildings and vehicles. The Facilities Management Project Manager shall coordinate the inspection within the buildings. The Fleet Management Manager or their designee shall coordinate the inspection of the fire extinguishers within the vehicles. The Contractor shall also be responsible to coordinate the inspection of the fire extinguishers within Lake County Parks. The Parks and Trails Manager or their designee shall be contacted to accomplish this.
- c) The annual inspection of building installed fire extinguishers shall start within the first month after award of the contract and notice to proceed. All fire extinguishers shall be tested and certified within sixty (60) days. All fire extinguishers shall be tested and certified at a time of no greater than one (1) year later from that point forward.
- d) The Contractor shall provide the Project Manager a preliminary schedule for the inspection. This schedule shall be used for time allotment purposes. The Project Manager shall issue a notice to proceed to the Contractor to begin the work. Under no circumstances, shall the start date exceed ten (10) calendar days after the notice to proceed has been issued.
- e) Annual inspections shall include, but shall not be limited to, the following:
 - 1) Extinguishers are fully charged.
 - 2) Extinguishers are operational.
 - 3) Extinguishers are installed properly.
 - 4) Extinguishers are properly located.
 - 5) Extinguishers are accessible.
 - 6) All six (6) year maintenance and twelve (12) year hydrostatic tests are up to date.
 - 7) Approved maintenance tags are up to date.
 - 8) Required signage is installed.
- f) The Contractor shall be responsible to ensure that all fire extinguishers are in their proper location and at no time shall any location within a County facility or vehicle be left without the approved up-to-date equipment.

- g) No fire extinguishers provided by the Contractor shall utilize plastic valve components.
- h) Pricing to be included in the Pricing Section, shall include the following items. All prices for new fire extinguishers shall include the cost for a bracket to properly install them.
 - 1) Recharge ABC per pound
 - 2) Recharge Co2 per pound
 - 3) Recharge Purple-K (PKP) per pound
 - 4) Six (6) year maintenance
 - 5) Twelve (12) year hydrostatic
 - 6) New ABC fire extinguisher 5, 10, 20 pound size
 - 7) New Co2 fire extinguisher 5, 10, 20 pound size
 - 8) New Purple-K fire extinguisher 5, 10, 20 pound size

CLEAN AGENT SYSTEM

- a) The Contractor shall inspect, repair, maintain, and test all Clean Agent systems in accordance with all current applicable NFPA 2011, federal, state, or local requirements, regulations, or ordinances.
- b) The Contractor shall perform a complete inspection of all systems. Each inspection shall include but not be limited to, testing of circuitry for continuity, adequate insulation, clean agent containers, hoses, piping, enclosures, nozzles, electrical components, and of all components for proper functioning conditions.

ANSUL SYSTEM

- a) The Contractor shall inspect, repair, maintain, and test all Ansul systems in accordance with all current applicable NFPA 2011, federal, state, or local requirements, regulations, or ordinances.
- b) The Contractor shall perform a complete inspection of all systems. Each inspection shall include but not be limited to, testing of circuitry for continuity, adequate insulation, clean agent containers, hoses, piping, enclosures, nozzles, electrical components, and of all components for proper functioning conditions.

ALARM MONITORING SYSTEM

The Contractor shall be responsible for supporting the County's alarm monitoring system under this contract. The current system that is being used is the Silent Knight Model #9500. This service shall include but not be limited to all required software and technical support required on an annual basis. The cost for the annual support shall be given as a lump sum for five (5) years. There shall be a separate cost given for any reprogramming that may arise as the needs of Lake County change. This cost for reprogramming shall be based on an hourly basis.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

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

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

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

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

B. Public Entity Crimes

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

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Please ignore these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

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

F. Change or Withdrawal of Proposals

1. **Changes to Proposal** – Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. **Withdrawal of Proposal** – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these

requirements may cause the bid to be rejected.

- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

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

3.6 CONTRACTING WITH COUNTY EMPLOYEES

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

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

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

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

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

3.13 OTHER AGENCIES

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

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

3.14 CONTRACT EXTENSION

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

3.15 WARRANTY

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

3.16 ESTIMATED QUANTITIES

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

3.17 NON-EXCLUSIVITY

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

3.18 CONTINUATION OF WORK

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

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1997, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the vendor employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

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

3.21 ASSIGNMENT

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

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

3.22 RESPONSIBILITY AS EMPLOYER

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

3.23 INDEMNIFICATION

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

3.24 MODIFICATION OF CONTRACT

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

3.25 TERMINATION FOR CONVENIENCE

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

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

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

3.27 TERMINATION FOR DEFAULT

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

3.28 FRAUD AND MISREPRESENTATION

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

3.29 RIGHT TO AUDIT

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

3.30 PUBLIC RECORDS/COPYRIGHTS

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

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

3.31 GOVERNING LAWS

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

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

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5141 (<http://www.doc.state.fl.us>).

3.33 PRIME CONTRACTOR

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

3.34 FORCE MAJEURE

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

3.35 NO CLAIM FOR DAMAGES

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

3.36 TRUTH IN NEGOTIATION CERTIFICATE

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

3.37 GRANT FUNDING

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

RFP TITLE: Fire Protection Systems Inspection, Testing, And Maintenance**NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any proposal containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

Part I:	
The respondent must list below the dates of issue for each addendum received in connection with this RFP:	
Addendum #1, Dated:	<u>May 31, 2013</u>
Addendum #2, Dated:	<u>June 13, 2013</u>
Addendum #3, Dated:	<u>June 14, 2013</u>
Addendum #4, Dated:	<u>June 18, 2013</u> <u>June 19, 2013</u> <u>June 21, 2013</u>
Part II:	
☐ No Addendum was received in connection with this RFP.	

PRICING SECTION

Base Pricing				
Building 1 - County Administration (Includes Energy Plant)				
315 W. Main St., Tavares				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$1200	\$1200
Five (5) year gauge	1	EA	\$40	\$40
Five (5) year sprinkler/extra-high temperature	1	EA	\$20	\$20
Five (5) year obstruction inspection	1	EA	\$450	\$450
Five (5) year obstruction investigation	1	EA	\$250	\$250
Five (5) year alarm valve	1	EA	\$175	\$175
Five (5) year strainers, filters orifices	1	EA	\$175	\$175
Five (5) year check valve	1	EA	\$250	\$250
Twenty (20) year sprinkler - fast response	1	EA	\$150	\$150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$650	\$650
Five (5) year strainer	1	EA	\$250	\$250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$75	\$75
Five (5) year strainer	1	EA	\$75	\$75
Fire Pump (shared pump)				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$500	\$500
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$150	\$150
Five (5) year flow test	1	EA	\$250	\$250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$450	\$450
Five (5) year hose test	1	EA	\$175	\$175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$375	\$375
Five (5) year hose connections	1	EA	\$50	\$50
Five (5) year hose racks	1	EA	\$100	\$100

Fire Alarm System (shared fire control panel)				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$1542.75	\$1542.75
Clean Agent (2 separate units)				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$500	\$1000
Five (5) year test and inspection	2	EA	\$NA	\$NA
Five (5) year container external visual inspection	2	EA	\$Inc	\$Inc
Five (5) year hose test	2	EA	\$200	\$400
Total Building 1				\$1700
				8752.75
Building 2 - Sheriff's Administration 360 Ruby St., Tavares				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$1500	\$1500
Five (5) year gauge	1	EA	\$40	\$40
Five (5) year sprinkler/extra-high temperature	1	EA	\$20	\$20
Five (5) year obstruction inspection	1	EA	\$450	\$450
Five (5) year obstruction investigation	1	EA	\$250	\$250
Five (5) year alarm valve	1	EA	\$175	\$175
Five (5) year strainers, filters orifices	1	EA	\$175	\$175
Five (5) year check valve	1	EA	\$250	\$250
Twenty (20) year sprinkler - fast response	1	EA	\$150	\$150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$450	\$450
Five (5) year strainer	1	EA	\$250	\$250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$75	\$75
Five (5) year strainer	1	EA	\$75	\$75
Fire Pump (shared pump)				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$500	\$500
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$150	\$150
Five (5) year flow test	1	EA	\$250	\$250

Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$350	\$350
Five (5) year hose test	1	EA	\$175	\$175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$375	\$375
Five (5) year hose connections	1	EA	\$50	\$50
Five (5) year hose racks	1	EA	\$150	\$150
Dry Pipe Sprinklers				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$350	\$350
Three (3) year preaction system air leakage test	1	EA	\$150	\$150
Three (3) year full flow trip test for dry pipe	1	EA	\$250	\$250
Three (3) year air leakage test	1	EA	\$150	\$150
Five (5) year strainer, filters, and restricted orifices	1	EA	\$100	\$100
Ten (10) year dry sprinkler	1	EA	\$200	\$200
Twenty (20) year sprinkler - fast response	1	EA	\$50	\$50
Fire Alarm System (shared fire control panel)				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$400.50	\$400.50
Clean Agent				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$225	\$450
Five (5) year test and inspection	1	EA	\$NA	\$NA
Five (5) year container external visual inspection	1	EA	\$Inc	\$Inc
Five (5) year hose test	1	EA	\$NA	\$NA
Total Building 2				\$450
Building 3 - Historic Courthouse				
317 W. Main St., Tavares				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$800	\$800
Five (5) year gauge	1	EA	\$40	\$40
Five (5) year sprinkler/extra-high temperature	1	EA	\$20	\$20
Five (5) year obstruction inspection	1	EA	\$450	\$450
Five (5) year obstruction investigation	1	EA	\$250	\$250
Five (5) year alarm valve	1	EA	\$175	\$175
Five (5) year strainers, filters orifices	1	EA	\$175	\$175
Five (5) year check valve	1	EA	\$150	\$150

8160.50

(A)

Twenty (20) year sprinkler - fast response	1	EA	\$150	\$150
--	---	----	-------	-------

Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$450	\$450
Five (5) year strainer	1	EA	\$100	\$100
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$75	\$75
Five (5) year strainer	1	EA	\$25	\$25
Fire Pump (shared pump)				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$500	\$500
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$150	\$150
Five (5) year flow test	1	EA	\$250	\$250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$450	\$450
Five (5) year hose test	1	EA	\$175	\$175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$375	\$375
Five (5) year hose connections	1	EA	\$50	\$50
Five (5) year hose racks	1	EA	\$150	\$150
Fire Alarm System (shared fire control panel)				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$425	\$425
Total Building 3				\$5335

Building 4 - 320 Building (Includes Tax Collector and Property Appraiser)
320 W. Main St., Tavares

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$1400	\$1400
Five (5) year gauge	1	EA	\$40	\$40
Five (5) year sprinkler/extra-high temperature	1	EA	\$20	\$20
Five (5) year obstruction inspection	1	EA	\$450	\$450
Five (5) year obstruction investigation	1	EA	\$250	\$250
Five (5) year alarm valve	1	EA	\$175	\$175
Five (5) year strainers, filters orifices	1	EA	\$175	\$175
Five (5) year check valve	1	EA	\$150	\$150

Twenty (20) year sprinkler - fast response	1	EA	\$150	\$150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$550	\$550
Five (5) year strainer	1	EA	\$150	\$150
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$75	\$75
Five (5) year strainer	1	EA	\$25	\$25
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$150	\$150
Five (5) year flow test	1	EA	\$250	\$250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$450	\$450
Five (5) year hose test	1	EA	\$175	\$175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$375	\$375
Five (5) year hose connections	1	EA	\$50	\$50
Five (5) year hose racks	1	EA	\$100	\$100
Fire Alarm System (includes connection to Parking Garage)				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$74.50	\$74.50
Clean Agent - two (2) separate systems				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$450	\$900
Five (5) year test and inspection	2	EA	\$ NA	\$ NA
Five (5) year container external visual inspection	2	EA	\$ Inc	\$ Inc
Five (5) year hose test	2	EA	\$ NA	\$ NA
Total Building 4				\$900

6934.50

Building 5 - Lake County Courthouse (Included JC Building)
550 W. Main St., Tavares

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$977	\$977
Five (5) year gauge	1	EA	\$40	\$40
Five (5) year sprinkler/extra-high temperature	1	EA	\$20	\$20
Five (5) year obstruction inspection	1	EA	\$450	\$450
Five (5) year obstruction investigation	1	EA	\$250	\$250
Five (5) year alarm valve	1	EA	\$175	\$175

Five (5) year strainers, filters orifices	1	EA	\$175	\$175
Five (5) year check valve	1	EA	\$250	\$250
Twenty (20) year sprinkler - fast response	1	EA	\$150	\$150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$650	\$650
Five (5) year strainer	1	EA	\$250	\$250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$75	\$75
Five (5) year strainer	1	EA	\$25	\$25
Fire Pump - New Courthouse				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$500	\$500
Fire Pump - Judicial Center				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$500	\$500
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$150	\$150
Five (5) year flow test	1	EA	\$250	\$250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$450	\$450
Five (5) year hose test	1	EA	\$175	\$175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$375	\$375
Five (5) year hose connections	1	EA	\$50	\$50
Five (5) year hose racks	1	EA	\$100	\$100
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$506.50	\$506.50
Clean Agent				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$225	\$450
Five (5) year test and inspection	1	EA	\$NA	\$NA
Five (5) year container external visual inspection	1	EA	\$Inc	\$Inc
Five (5) year hose test	1	EA	\$NA	\$NA
Total Building 5				\$11,552.50

11,552.50

Building 6 - Emergency Operations Center

425 W. Alfred St., Tavares

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 650	\$ 650
Five (5) year gauge	1	EA	\$ 40	\$ 40
Five (5) year sprinkler/extra-high temperature	1	EA	\$ 20	\$ 20
Five (5) year obstruction inspection	1	EA	\$ 450	\$ 450
Five (5) year obstruction investigation	1	EA	\$ 250	\$ 250
Five (5) year alarm valve	1	EA	\$ 175	\$ 175
Five (5) year strainers, filters orifices	1	EA	\$ 175	\$ 175
Five (5) year check valve	1	EA	\$ 250	\$ 250
Twenty (20) year sprinkler - fast response	1	EA	\$ 150	\$ 150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$ 550	\$ 550
Five (5) year strainer	1	EA	\$ 250	\$ 250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 75	\$ 75
Five (5) year strainer	1	EA	\$ 25	\$ 25
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 150	\$ 150
Five (5) year flow test	1	EA	\$ 250	\$ 250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$ 450	\$ 450
Five (5) year hose test	1	EA	\$ 175	\$ 175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$ 375	\$ 375
Five (5) year hose connections	1	EA	\$ 50	\$ 50
Five (5) year hose racks	1	EA	\$ 100	\$ 100
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 555.50	\$ 555.50
Clean Agent (8 separate units)				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 200	\$ 200
Five (5) year test and inspection	8	EA	\$ NA	\$ NA

Five (5) year container external visual inspection	8	EA	\$ <u>Ine</u>	\$ <u>IN</u>
Five (5) year hose test	8	EA	\$ <u>NA</u>	\$ <u>NA</u>
Total Building 6				\$ <u>1200</u>

6365.50

Building 7 - Detention Center (Includes the Main Jail, Prelude, and Central Energy Plant)
551 W. Main St., Tavares

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ <u>3525</u>	\$ <u>3525</u>
Five (5) year gauge	1	EA	\$ <u>40</u>	\$ <u>40</u>
Five (5) year sprinkler/extra-high temperature	1	EA	\$ <u>20</u>	\$ <u>20</u>
Five (5) year obstruction inspection	1	EA	\$ <u>450</u>	\$ <u>450</u>
Five (5) year obstruction investigation	1	EA	\$ <u>250</u>	\$ <u>250</u>
Five (5) year alarm valve	1	EA	\$ <u>175</u>	\$ <u>175</u>
Five (5) year strainers, filters orifices	1	EA	\$ <u>175</u>	\$ <u>175</u>
Five (5) year check valve	1	EA	\$ <u>250</u>	\$ <u>250</u>
Twenty (20) year sprinkler - fast response	1	EA	\$ <u>150</u>	\$ <u>150</u>
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$ <u>650</u>	\$ <u>650</u>
Five (5) year strainer	1	EA	\$ <u>250</u>	\$ <u>250</u>
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ <u>75</u>	\$ <u>75</u>
Five (5) year strainer	1	EA	\$ <u>25</u>	\$ <u>25</u>
Fire Pump				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ <u>500</u>	\$ <u>500</u>
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ <u>150</u>	\$ <u>150</u>
Five (5) year flow test	1	EA	\$ <u>250</u>	\$ <u>250</u>
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$ <u>450</u>	\$ <u>450</u>
Five (5) year hose test	1	EA	\$ <u>175</u>	\$ <u>175</u>
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$ <u>375</u>	\$ <u>375</u>
Five (5) year hose connections	1	EA	\$ <u>50</u>	\$ <u>50</u>
Five (5) year hose racks	1	EA	\$ <u>100</u>	\$ <u>100</u>

Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$4972	\$4972
Ansul System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$200	\$200
Total Building 7				\$13257

Building 8 -Public Defenders Office 123 N. Sinclair Ave., Tavares				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$500	\$500
Five (5) year gauge	1	EA	\$40	\$40
Five (5) year sprinkler/extra-high temperature	1	EA	\$20	\$20
Five (5) year obstruction inspection	1	EA	\$450	\$450
Five (5) year obstruction investigation	1	EA	\$250	\$250
Five (5) year alarm valve	1	EA	\$175	\$175
Five (5) year strainers, filters orifices	1	EA	\$175	\$175
Five (5) year check valve	1	EA	\$250	\$250
Twenty (20) year sprinkler - fast response	1	EA	\$150	\$150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$550	\$550
Five (5) year strainer	1	EA	\$250	\$250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$75	\$75
Five (5) year strainer	1	EA	\$25	\$25
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$150	\$150
Five (5) year flow test	1	EA	\$250	\$250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$450	\$450
Five (5) year hose test	1	EA	\$175	\$175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$375	\$375
Five (5) year hose connections	1	EA	\$50	\$50
Five (5) year hose racks	1	EA	\$100	\$100

Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 272.25	\$ 272.25
Total Building 8				\$4732.25
Building 9 - Parking Garage 200 N. Sinclair, Tavares				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$ 900	\$ 900
Five (5) year strainer	1	EA	\$ 75	\$ 75
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 75	\$ 75
Five (5) year strainer	1	EA	\$ 25	\$ 25
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 150	\$ 150
Five (5) year flow test	1	EA	\$ 250	\$ 250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$ 450	\$ 450
Five (5) year hose test	1	EA	\$ 175	\$ 175
Fire Alarm System				
Included in inspection of 320 building				
Total Building 9				\$2100

Building 10 - Public Records Storage 313 S. Bloxham Ave., Tavares				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 500	\$ 500
Five (5) year gauge	1	EA	\$ 40	\$ 40
Five (5) year sprinkler/extra-high temperature	1	EA	\$ 20	\$ 20
Five (5) year obstruction inspection	1	EA	\$ 450	\$ 450
Five (5) year obstruction investigation	1	EA	\$ 250	\$ 250
Five (5) year alarm valve	1	EA	\$ 175	\$ 175
Five (5) year strainers, filters orifices	1	EA	\$ 175	\$ 175
Five (5) year check valve	1	EA	\$ 250	\$ 250

Twenty (20) year sprinkler - fast response	1	EA	\$150	\$150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$650	\$650
Five (5) year strainer	1	EA	\$250	\$250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$75	\$75
Five (5) year strainer	1	EA	\$25	\$25
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$150	\$150
Five (5) year flow test	1	EA	\$250	\$250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$450	\$450
Five (5) year hose test	1	EA	\$175	\$175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$375	\$375
Five (5) year hose connections	1	EA	\$50	\$50
Five (5) year hose racks	1	EA	\$100	\$100
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$175	\$175
Total Building 10				\$4735

Building 11 - Public Records Center 122 E. Main St., Tavares				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$500	\$500
Five (5) year gauge	1	EA	\$40	\$40
Five (5) year sprinkler/extra-high temperature	1	EA	\$20	\$20
Five (5) year obstruction inspection	1	EA	\$450	\$450
Five (5) year obstruction investigation	1	EA	\$250	\$250
Five (5) year alarm valve	1	EA	\$175	\$175
Five (5) year strainers, filters orifices	1	EA	\$175	\$175
Five (5) year check valve	1	EA	\$250	\$250
Twenty (20) year sprinkler - fast response	1	EA	\$150	\$150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$550	\$550

Five (5) year strainer	1	EA	\$ 250	\$ 250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 75	\$ 75
Five (5) year strainer	1	EA	\$ 25	\$ 25
Fire Pump				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 500	\$ 500
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 150	\$ 150
Five (5) year flow test	1	EA	\$ 250	\$ 250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$ 450	\$ 450
Five (5) year hose test	1	EA	\$ 175	\$ 175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$ 375	\$ 375
Five (5) year hose connections	1	EA	\$ 50	\$ 50
Five (5) year hose racks	1	EA	\$ 100	\$ 100
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 450	\$ 450
Clean Agent (3 units)				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 375	\$ 750
Five (5) year test and inspection	3	EA	\$ 174	\$ NA
Five (5) year container external visual inspection	3	EA	\$ Inc	\$ Inc
Five (5) year hose test	3	EA	\$ 200	\$ 1200
Total Building 11				\$ 1750 (4)
7560				
Building 12 - Road Operations Center 12835 County Landfill Rd., Tavares				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 500	\$ 500
Five (5) year gauge	1	EA	\$ 40	\$ 40
Five (5) year sprinkler/extra-high temperature	1	EA	\$ 20	\$ 20
Five (5) year obstruction inspection	1	EA	\$ 450	\$ 450
Five (5) year obstruction investigation	1	EA	\$ 250	\$ 250
Five (5) year alarm valve	1	EA	\$ 175	\$ 175

Five (5) year strainers, filters orifices	1	EA	\$175	\$175
Five (5) year check valve	1	EA	\$250	\$250
Twenty (20) year sprinkler - fast response	1	EA	\$150	\$150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$550	\$550
Five (5) year strainer	1	EA	\$250	\$250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$75	\$75
Five (5) year strainer	1	EA	\$25	\$25
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$150	\$150
Five (5) year flow test	1	EA	\$250	\$250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$450	\$450
Five (5) year hose test	1	EA	\$175	\$175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$375	\$375
Five (5) year hose connections	1	EA	\$50	\$50
Five (5) year hose racks	1	EA	\$100	\$100
Dry Pipe Sprinklers				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$350	\$350
Three (3) year preaction system air leakage test	1	EA	\$150	\$150
Three (3) year full flow trip test for dry pipe	1	EA	\$250	\$250
Three (3) year air leakage test	1	EA	\$150	\$150
Five (5) year strainer, filters, and restricted orifices	1	EA	\$100	\$100
Ten (10) year dry sprinkler	1	EA	\$200	\$200
Twenty (20) year sprinkler - fast response	1	EA	\$50	\$50
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$255	\$255
Clean Agent				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$NA	\$NA
Five (5) year test and inspection	1	EA	\$NA	\$NA
Five (5) year container external visual inspection	1	EA	\$NA	\$NA
Five (5) year hose test	1	EA	\$NA	\$NA
Total Building 12				\$5965

Building 13 - 2009 Central Energy Plant
445 W. Alfred St., Tavares

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 525	\$ 525
Five (5) year gauge	1	EA	\$ 40	\$ 40
Five (5) year sprinkler/extra-high temperature	1	EA	\$ 20	\$ 20
Five (5) year obstruction inspection	1	EA	\$ 450	\$ 450
Five (5) year obstruction investigation	1	EA	\$ 250	\$ 250
Five (5) year alarm valve	1	EA	\$ 175	\$ 175
Five (5) year strainers, filters orifices	1	EA	\$ 175	\$ 175
Five (5) year check valve	1	EA	\$ 250	\$ 250
Twenty (20) year sprinkler - fast response	1	EA	\$ 150	\$ 150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$ 550	\$ 550
Five (5) year strainer	1	EA	\$ 250	\$ 250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 75	\$ 75
Five (5) year strainer	1	EA	\$ 25	\$ 25
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 150	\$ 150
Five (5) year flow test	1	EA	\$ 250	\$ 250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$ 450	\$ 450
Five (5) year hose test	1	EA	\$ 175	\$ 175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$ 375	\$ 375
Five (5) year hose connections	1	EA	\$ 50	\$ 50
Five (5) year hose racks	1	EA	\$ 100	\$ 100
Dry Pipe Sprinklers				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 350	\$ 350
Three (3) year preaction system air leakage test	1	EA	\$ 150	\$ 150
Three (3) year full flow trip test for dry pipe	1	EA	\$ 250	\$ 250
Three (3) year air leakage test	1	EA	\$ 150	\$ 150
Five (5) year strainer, filters, and restricted orifices	1	EA	\$ 100	\$ 100

Ten (10) year dry sprinkler	1	EA	\$ 200	\$ 200
Twenty (20) year sprinkler - fast response	1	EA	\$ 50	\$ 50
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 225	\$ 225
Total Building 13				\$ 960

Building 14 - Animal Control
28123 CR 561, Tavares

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 350	\$ 350
Total Building 14				\$ 350

Building 15 - Agricultural Center
1951 Woodlea Rd., Tavares

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 302.50	\$ 302.50
Total Building 15				\$ 302.50

Building 16 - Astor Fire Station #10
23023 SR 40, Astor

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 211.75	\$ 211.75
Total Building 16				\$ 211.75

Building 17 - Paisley Fire Station #13
25250 CR 42, Paisley

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 450	\$ 450
Five (5) year gauge	1	EA	\$ 40	\$ 40

Five (5) year sprinkler/extra-high temperature	1	EA	\$ 20	\$ 20
Five (5) year obstruction inspection	1	EA	\$ 450	\$ 450
Five (5) year obstruction investigation	1	EA	\$ 250	\$ 250
Five (5) year alarm valve	1	EA	\$ 175	\$ 175
Five (5) year strainers, filters orifices	1	EA	\$ 175	\$ 175
Five (5) year check valve	1	EA	\$ 250	\$ 250
Twenty (20) year sprinkler - fast response	1	EA	\$ 100	\$ 100
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$ 550	\$ 550
Five (5) year strainer	1	EA	\$ 250	\$ 250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 75	\$ 75
Five (5) year strainer	1	EA	\$ 25	\$ 25
Fire Pump				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 500	\$ 500
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 150	\$ 150
Five (5) year flow test	1	EA	\$ 250	\$ 250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$ 450	\$ 450
Five (5) year hose test	1	EA	\$ 175	\$ 175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$ 375	\$ 375
Five (5) year hose connections	1	EA	\$ 50	\$ 50
Five (5) year hose racks	1	EA	\$ 100	\$ 100
Water Storage Tank				
Three (3) year internal inspection for tank with no corrosion protection	1	EA	\$ 1500	\$ 1500
Five (5) year internal inspection for tank with corrosion protection	1	EA	\$ 1500	\$ 1500
Five (5) year tank level indicator	1	EA	\$ 250	\$ 250
Five (5) year pressure gauge	1	EA	\$ 40	\$ 40
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	EA	\$ 332.75	\$ 332.75
Ansul System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 110	\$ 110
Total Building 17				\$8642.75

Building 18 - Umatilla Health Clinic
249 Collins Ave., Umatilla

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 700	\$ 700
Five (5) year gauge	1	EA	\$ 40	\$ 40
Five (5) year sprinkler/extra-high temperature	1	EA	\$ 20	\$ 20
Five (5) year obstruction inspection	1	EA	\$ 450	\$ 450
Five (5) year obstruction investigation	1	EA	\$ 250	\$ 250
Five (5) year alarm valve	1	EA	\$ 175	\$ 175
Five (5) year strainers, filters orifices	1	EA	\$ 175	\$ 175
Five (5) year check valve	1	EA	\$ 250	\$ 250
Twenty (20) year sprinkler - fast response	1	EA	\$ 150	\$ 150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$ 550	\$ 550
Five (5) year strainer	1	EA	\$ 250	\$ 250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 75	\$ 75
Five (5) year strainer	1	EA	\$ 25	\$ 25
Fire Pump				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 500	\$ 500
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 150	\$ 150
Five (5) year flow test	1	EA	\$ 250	\$ 250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$ 450	\$ 450
Five (5) year hose test	1	EA	\$ 175	\$ 175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$ 375	\$ 375
Five (5) year hose connections	1	EA	\$ 50	\$ 50
Five (5) year hose racks	1	EA	\$ 100	\$ 100
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 352	\$ 352
Total Building 18				\$5512

Building 19 - Fairgrounds Expo Building
2101 CR 452, Eustis

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 225	\$ 225
Total Building 19				\$ 225

Building 20 - Lake Jem Fire Station #78
16345 CR 448, Lake Jem

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 500	\$ 500
Five (5) year gauge	1	EA	\$ 40	\$ 40
Five (5) year sprinkler/extra-high temperature	1	EA	\$ 20	\$ 20
Five (5) year obstruction inspection	1	EA	\$ 450	\$ 450
Five (5) year obstruction investigation	1	EA	\$ 250	\$ 250
Five (5) year alarm valve	1	EA	\$ 175	\$ 175
Five (5) year strainers, filters orifices	1	EA	\$ 175	\$ 175
Five (5) year check valve	1	EA	\$ 250	\$ 250
Twenty (20) year sprinkler - fast response	1	EA	\$ 150	\$ 150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$ 375	\$ 375
Five (5) year strainer	1	EA	\$ 225	\$ 225
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 75	\$ 75
Five (5) year strainer	1	EA	\$ 25	\$ 25
Fire Pump				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 500	\$ 500
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 150	\$ 150
Five (5) year flow test	1	EA	\$ 250	\$ 250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$ 450	\$ 450
Five (5) year hose test	1	EA	\$ 175	\$ 175

Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$ 375	\$ 375
Five (5) year hose connections	1	EA	\$ 50	\$ 50
Five (5) year hose racks	1	EA	\$ 100	\$ 100
Water Storage Tank				
Three (3) year internal inspection for tank with no corrosion protection	1	EA	\$ 1500	\$ 1500
Five (5) year internal inspection for tank with corrosion protection	1	EA	\$ 1500	\$ 1500
Five (5) year tank level indicator	1	EA	\$ 250	\$ 250
Five (5) year pressure gauge	1	EA	\$ 40	\$ 40
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 76.75	\$ 76.75
Ansul System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 160	\$ 160
Total Building 20				\$ 8476.75
Building 21 - BCC Warehouse 32400 CR 473, Leesburg				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 800	\$ 800
Five (5) year gauge	1	EA	\$ 40	\$ 40
Five (5) year sprinkler/extra-high temperature	1	EA	\$ 20	\$ 20
Five (5) year obstruction inspection	1	EA	\$ 450	\$ 450
Five (5) year obstruction investigation	1	EA	\$ 250	\$ 250
Five (5) year alarm valve	1	EA	\$ 175	\$ 175
Five (5) year strainers, filters orifices	1	EA	\$ 175	\$ 175
Five (5) year check valve	1	EA	\$ 250	\$ 250
Twenty (20) year sprinkler - fast response	1	EA	\$ 150	\$ 150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$ 550	\$ 550
Five (5) year strainer	1	EA	\$ 250	\$ 250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 75	\$ 75
Five (5) year strainer	1	EA	\$ 25	\$ 25

Fire Pump				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 500	\$ 500
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 150	\$ 150
Five (5) year flow test	1	EA	\$ 250	\$ 250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$ 450	\$ 450
Five (5) year hose test	1	EA	\$ 175	\$ 175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$ 375	\$ 375
Five (5) year hose connections	1	EA	\$ 50	\$ 50
Five (5) year hose racks	1	EA	\$ 100	\$ 100
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 175	\$ 175
Total Building 21				\$ 5435
Building 22 - Clermont Fire Station #110 6234 CR 561, Clermont				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 500	\$ 500
Water Storage Tank				
Three (3) year internal inspection for tank with no corrosion protection	1	EA	\$ 1500	\$ 1500
Five (5) year internal inspection for tank with corrosion protection	1	EA	\$ 1500	\$ 1500
Five (5) year tank level indicator	1	EA	\$ 250	\$ 250
Five (5) year pressure gauge	1	EA	\$ 40	\$ 40
Ansul System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 160	\$ 160
Total Building 22				\$ 3950

Building 23 - Clermont Fire Station #112

16240 CR 474, Clermont

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 650	\$ 650
Total Building 23				\$ 650

Building 24 - Clermont Sheriff Sub Station

15855 CR 50, Clermont

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 1200	\$ 1200
Five (5) year gauge	1	EA	\$ 40	\$ 40
Five (5) year sprinkler/extra-high temperature	1	EA	\$ 20	\$ 20
Five (5) year obstruction inspection	1	EA	\$ 450	\$ 450
Five (5) year obstruction investigation	1	EA	\$ 250	\$ 250
Five (5) year alarm valve	1	EA	\$ 175	\$ 175
Five (5) year strainers, filters orifices	1	EA	\$ 175	\$ 175
Five (5) year check valve	1	EA	\$ 250	\$ 250
Twenty (20) year sprinkler - fast response	1	EA	\$ 150	\$ 150
Praction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$ 550	\$ 550
Five (5) year strainer	1	EA	\$ 250	\$ 250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 75	\$ 75
Five (5) year strainer	1	EA	\$ 25	\$ 25
Fire Pump				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 500	\$ 500
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 150	\$ 150
Five (5) year flow test	1	EA	\$ 250	\$ 250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$ 450	\$ 450
Five (5) year hose test	1	EA	\$ 175	\$ 175

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 13-0605

Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$ 375	\$ 375
Five (5) year hose connections	1	EA	\$ 50	\$ 50
Five (5) year hose racks	1	EA	\$ 100	\$ 100
Dry Pipe Sprinklers				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 350	\$ 350
Three (3) year preaction system air leakage test	1	EA	\$ 150	\$ 150
Three (3) year full flow trip test for dry pipe	1	EA	\$ 250	\$ 250
Three (3) year air leakage test	1	EA	\$ 150	\$ 150
Five (5) year strainer, filters, and restricted orifices	1	EA	\$ 100	\$ 100
Ten (10) year dry sprinkler	1	EA	\$ 200	\$ 200
Twenty (20) year sprinkler - fast response	1	EA	\$ 50	\$ 50
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 525	\$ 525
Total Building 24				\$ 7435
Building 25 - Library Cagan Crossings 16729 Cagan Oaks, Clermont				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Sprinkler				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 650	\$ 650
Five (5) year gauge	1	EA	\$ 40	\$ 40
Five (5) year sprinkler/extra-high temperature	1	EA	\$ 20	\$ 20
Five (5) year obstruction inspection	1	EA	\$ 450	\$ 450
Five (5) year obstruction investigation	1	EA	\$ 250	\$ 250
Five (5) year alarm valve	1	EA	\$ 175	\$ 175
Five (5) year strainers, filters orifices	1	EA	\$ 175	\$ 175
Five (5) year check valve	1	EA	\$ 250	\$ 250
Twenty (20) year sprinkler - fast response	1	EA	\$ 150	\$ 150
Preaction/Deluge Valve				
Annual/Five (5) year interior inspection	1	YR	\$ 550	\$ 550
Five (5) year strainer	1	EA	\$ 250	\$ 250
Backflow Preventer				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 75	\$ 75
Five (5) year strainer	1	EA	\$ 25	\$ 25

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 13-0605

Fire Pump				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 500	\$ 500
Standpipes				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	EA	\$ 150	\$ 150
Five (5) year flow test	1	EA	\$ 250	\$ 250
Five (5) year hydrostatic test (dry systems or pipe)	1	EA	\$ 450	\$ 450
Five (5) year hose test	1	EA	\$ 175	\$ 175
Pressure Reducing and Relief Valves				
Sprinkler systems	1	EA	\$ 375	\$ 375
Five (5) year hose connections	1	EA	\$ 50	\$ 50
Five (5) year hose racks	1	EA	\$ 100	\$ 100
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 335.50	\$ 335.50
Total Building 25				\$ 5445.50
Building 26 - Tourist Welcome Center 20763 US Hwy 27, Groveland				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 450	\$ 450
Total Building 26				\$ 450
Building 27 - Sheriff's Vehicle Maintenance 1925 McDonald Ave., Eustis				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Ansul System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 450	\$ 450
Total Building 27				\$ 450

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 13-0605

Building 28 – Fuel Station Office 12900 County Landfill Rd., Tavares				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Ansul System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$ 650	\$ 650
Total Building 28				\$ 650
Building 29 - Fire Station 11 47544 SR 19, Altoona				
TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Water Storage Tank				
Three (3) year internal inspection for tank with no corrosion protection	1	EA	\$ 1500	\$ 1500
Five (5) year internal inspection for tank with corrosion protection	1	EA	\$ 1500	\$ 1500
Five (5) year tank level indicator	1	EA	\$ 250	\$ 250
Five (5) year pressure gauge	1	EA	\$ 40	\$ 40
Total Building 29				\$ 3290
TOTAL ALL BUILDINGS			\$ 135,326.25	

ADD ALTERNATE SECTION – (Vendors may add proposed/recommended services not listed)				
Description of Service	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total Building Add Alternate			\$	

Clean Agent Refill

Product	Estimated Quantity	Unit Price	Total Price
Clean agent	500 each	\$	\$
Total Clean Agent Refill			\$

Ansul System Refill

Product	Estimated Quantity	Unit Price	Total Price
Ansul System Refill	100 each	\$ 45.00	\$ 4500.00
Total Ansul System Refill			\$ 4500.00

Alarm Monitoring System

Product	Estimated Quantity	Unit Price	Total Price
Alarm Monitoring System Annual Support	5 years	\$ 35.00	\$ 35.00
Reprogramming Alarm Monitoring System	15 hours	\$ 95.00	\$ 95.00
Total Alarm Monitoring System			\$ 130.00

Fire Extinguisher

Product	Estimated Quantity	Unit Price	Total Price
Fire Extinguisher Inspection	Price per each inspection	\$ 1.25	\$
Recharge ABC per pound	250	\$ 2.75	\$ 687.50
Recharge Co2 per pound	100	\$ 2.75	\$ 275.00
Recharge Purple-K (PKP) per pound	100	\$ 3.00	\$ 300.00
Six (6) year maintenance	20	\$ 18.00	\$ 360.00
Twelve (12) year hydrostatic	20	\$ 22.00	\$ 440.00
New ABC fire extinguisher 5 lbs	20	\$ 48.00	\$ 960.00
New ABC fire extinguisher 10 lbs	20	\$ 65.00	\$ 1300.00
New ABC fire extinguisher 20 lbs	20	\$ 130.00	\$ 2600.00
New Co2 fire extinguisher 5 lbs	20	\$ 140.00	\$ 2800.00
New Co2 fire extinguisher 10 lbs	20	\$ 185.00	\$ 3700.00
New Co2 fire extinguisher 20 lbs	20	\$ 260.00	\$ 5200.00
New Purple-K fire extinguisher 5 lbs	20	\$ 65.00	\$ 1300.00
New Purple-K fire extinguisher 10 lbs	20	\$ 90.00	\$ 1800.00
New Purple-K fire extinguisher 20 lbs	20	\$ 137.00	\$ 2740.00

Fire extinguisher cabinet for facility	20	\$ 25.00	\$ 500
Total Fire Extinguishers			\$27,537.50
Grand Total (All Groups)			\$ 135,326.25 ^{CH} 167,493.75

Hourly Rate			
Description	Hours	Per hour cost	Total hourly cost
Technician Services (for work not covered and beyond the base contract) during business hours	10	\$ 65.00	\$ 650.00
Helper Services (for work not covered and beyond the base contract) during business hours	10	\$ 55.00	\$ 550.00
Technician Services (for work not covered and beyond the base contract) after regular business hours	10	\$ 97.50	\$ 975.00
Helper Services (for work not covered and beyond the base contract) after regular business hours	10	\$ 82.00	\$ 820.00

Material to be supplied at cost plus percentage mark-up.	% 15%
---	-------

By Signing this Proposal the Proposer Attests and Certifies that:

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

Certification Regarding Acceptance of County Electronic Payable Process

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

Purchasing Agreements with Other Government Agencies

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

Certification Regarding Felony Conviction

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

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 13-0605

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:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: _____

Conflict of Interest Disclosure Certification

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

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

General Vendor Information and Proposal Signature:

Firm Name: Bee-Saf-Tee Fire Equip
 Street Address: 4072 N. Hwy 19 Apt. Dora, FL 32757
 Mailing Address (if different): _____
 Telephone No.: 352-343-2707 Fax No.: 352-508-4547 E-mail: Bee-saf-tee@AOL.COM
 FEIN No. 59-3157245 Prompt Payment Terms: _____ % _____ days, net 30
 Signature: [Signature] Date: 10-10-13
 Print Name: Linda C. Bomar Title: Owner/President

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

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

Vendor awarded as:

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

Signature of authorized County official: [Signature] Date: 7-31-13

Printed name: Donna G. Villinis Title: SENIOR CONTRACTING OFFICER

Purchase Order Number assigned to this contract for billing purposes: N/A



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. ONE

Date: May 31, 2013

RFP No. 13-0605

RFP Title: Fire Protection Systems Inspection, Testing and Maintenance

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is to address questions received to date and provide additional information to vendors regarding the current contract.

Questions and Answers Received to Date:

Question 1: Is wireless monitoring an option for this bid?

Answer 1: Lake County may consider such an option after the RFP has been awarded. Initial evaluation and award recommendation will be based on the requested information in the original RFP document. If proposing such a plan, vendors should include a detailed wireless monitoring proposal as an alternative method in Tab 7 of the Technical Proposal Section of the response, which is clearly labeled "Alternate Proposal—Wireless Monitoring Proposal" (See Section 1.13.2, Letter "C" of the RFP document.) Such a plan would be reviewed by the Project Manager and the Lake County Information Technology Department to ensure there would be no security issues or risks. Any costs associated with such a plan, including required equipment, installation of equipment, or other incidentals, would be the responsibility of the vendor.

Question 2: Will you consider a flat rate to save the County money for fire extinguishers?

Answer 2: Vendors may propose such an alternative. The proposal must include detailed information and an explanation of how a flat rate plan would be administered, invoiced, and maintained. This alternate plan should be included in Tab 7 of the Technical Proposal Section of the response, and be clearly labeled "Alternate Proposal—Flat Rate Proposal for Fire Extinguishers" (See Section 1.13.2, Letter "C" of the RFP document.)

Question 3: Do you have a word/excel option for the pricing so we can plug in numbers more efficiently?

Answer 3: Please see Attachment "A" included with this Addendum. Vendors may insert pricing into this form, then print and submit the hard copy in their proposal. This pricing section may not be altered in any other way except to insert prices.

Other Information:

To help assist the Contractor with the process of responding to this RFP, Lake County is providing the following information:

- Drawings of the larger buildings within the County
- Previous inspection reports for:
 - Clean agent systems
 - Sprinkler systems
 - Fire extinguishers

These items are being provided for informational assistance only, and the Contractor shall ensure that their response to the RFP shall meet all current NFPA or RFP specifications, whichever is more stringent. These documents are included under RFP 13-0605 as "Addendum One Additional Information."

Firm Name: Bee-Saf-Tee Fire Equipment Date: 6/14/13
Signature: Carol Hensley Title: Marketing Manager
Typed/Printed Name: Carol Hensley



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. TWO

Date: June 13, 2013

RFP No. 13-0605

RFP Title: Fire Protection Systems Inspection, Testing and Maintenance

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award. Please include this Addendum in the proposal, as it contains an additional pricing form.

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is to: 1) amend the RFP document as noted, 2) provide an additional pricing form for a hazardous material storage shed not included on the original RFP pricing form, 3) address additional questions received from vendors, and 4) provide information concerning building drawings.

1) Amendment to RFP Document:

Section Two, Statement of Work, Technical Requirements, 1. Initial Repair of Fire Protection Systems, letter a) states, "Within forty-five (45) days after a notice to proceed has been issued, the Contractor shall provide to the Project Manager via e-mail in a PDF format, a detailed individual report for each facility. This report shall identify any items that need to be repaired or replaced to bring each fire protection system (**fire sprinkler, fire alarm, fire extinguishers, and fire suppression**) into a fully functional condition that meets all current applicable NFPA, federal, state, and local code requirements. Along with the report, a proposal shall be provided with unit costs for any items that need to be replaced. Both the report and the proposal shall be broken down by location, and all costs shall be derived from the fee schedule listed in the pricing section. The report shall contain justification for the parts or service being considered to be replaced."

This section is hereby amended to exclude fire extinguishers from this forty-five day requirement. As discussed in the June 12, 2013 pre-proposal conference, the fire extinguisher inspections are fairly current and up-to-date. Therefore, the fire extinguisher inspections will not be required to be completed within forty-five days after the notice to proceed is issued.

2) Additional Location - Pricing Required:

One location was inadvertently left off the pricing form included in Section 4 of the original RFP document. Please complete the following and submit in your proposal at the end of the original RFP pricing section. Location description: Hazardous Material Storage Shed; address/location: Solid Waste, 13100 County Landfill Road, Tavares. Insert pricing below and submit in proposal.

TYPE OF INSPECTION†	Estimated Quantity†	UOM†	UNIT PRICE†	TOTAL PRICE†
Ansul System†				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)†	1†	YR†	\$†	\$†
Total Hazardous Material Storage Shed (Solid Waste)†	† †	† †	†	\$†

3) Questions and Answers:

Question 1: Is there a list of how many risers per building for the fire sprinklers? I was looking at the inspection reports and it doesn't say how many risers per building; just wondering if there is a count of how many.

Answer 1: No, Lake County does not have a list showing the number of risers for each building. The building drawings (CD available upon request), should indicate how many risers there are for each building. If a particular drawing does not show this information, please contact dvillinis@lakecountyfl.gov and we will attempt to provide the count.

Question 2: Is it possible to get the last years' inspection reports for the fire alarm systems, so we can properly bid this opportunity? I have building drawings, but some do not show any fire alarm devices, and some are hard to read.

Answer 2: Please see the "Additional Information" link that has been posted in conjunction with this RFP on the Lake County website for information on previous inspections (including fire alarms, titled "Fire Alarm," dated 6/11/13).

4) Additional Information Concerning Building Drawings:

Addendum One, issued on June 4, 2013, indicated that drawings of the larger buildings within the County had been uploaded to the website in conjunction with the RFP and Addendum One. These drawings have been removed from the site and are available on a CD. Vendors may request a copy of the CD, which must be returned to Lake County Procurement Office with the vendor's proposal. If vendor decides not to submit a proposal, the CD must still be returned to Procurement by 3:00 p.m. on June 26, 2013. You may request a CD in person (Procurement Office, 315 W. Main St., Tavares, FL, or by email (dvillinis@lakecountyfl.gov.) You will be required to complete and submit a receipt form before a CD will be given to you.

Firm Name: Bee-Saf-Tee Fire Equipment Date: 6/15/13
Signature: Carol Hensley Title: Marketing Manager
Typed/Printed Name: Carol Hensley



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. THREE

Date: June 14, 2013

RFP No. 13-0605

RFP Title: Fire Protection Systems Inspection, Testing and Maintenance

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award. Please include this Addendum in the proposal, as it contains an additional pricing form.

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is to provide an additional pricing form for an additional location not included on the original RFP pricing form.

Additional Location - Pricing Required:

The following location was inadvertently left off the pricing form included in Section 4 of the original RFP document. Please complete the following and submit in your proposal at the end of the original RFP pricing section. Location description: Communications Maintenance Facility; address/location: 20415 Independence Way, Groveland. Insert pricing below and submit in proposal.

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Fire Alarm System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	1	YR	\$	\$
Total Communications Maintenance Facility				\$

Firm Name: Bee-Soft Fire Equipment Date: 6/15/13
Signature: Carol Hensley Title: Marketing Manager
Typed/Printed Name: Carol Hensley



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. FOUR

Date: June 18, 2013

RFP No. 13-0605

RFP Title: Fire Protection Systems Inspection, Testing and Maintenance

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award. Please include this Addendum in the proposal, as it contains an additional pricing form.

This addendum does not change the date for receipt of bids or proposals. The purpose of this addendum is to amend the RFP document as noted.

Pricing for Ansul Systems is found 1) in the original RFP Pricing Section on pages 38, 45, 48, 49, 52, 53, and 2) in Addendum Two.

The quantity for Ansul System Inspection Services should be two (2) per year. When inserting pricing for all listed Ansul Systems (on pages and addendum indicated above), please cross through the quantity "1" and write in "2", then multiply your unit price by 2 for the total price, as shown below.

TYPE OF INSPECTION	Estimated Quantity	UOM	UNIT PRICE	TOTAL PRICE
Ansul System				
Inspection Services (per year as stated in SOW General Information Pricing Section 3, letter C, page 17)	4-2	YR	\$ xxxxxxxxxxxxxxxx.xx	\$ xxxxxxxxxxxxxxxxxxxxxxxx
(specified facility total)				\$ xxxxxxxxxxxxxxxx.xx

RFP 13-0605
Fire Protection Systems
Inspection, Testing, and Maintenance

Addendum Three
June 18, 2013

In addition, all pricing requested in the Pricing Section of the original RFP document and on subsequent Addendums is to INCLUDE all parts, supplies, materials, etc. that would be replaced or supplied as part of the inspection services. The Department is requesting a lump sum/all inclusive price for the various services requested.

Firm Name: Bee-Saf-Tee Fire Equipment Date: 6/18/13
Signature: Carol Hensley Title: Marketing Manager
Typed/Printed Name: Carol Hensley



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. FIVE

Date: June 19, 2013

RFP No. 13-0605

RFP Title: Fire Protection Systems Inspection, Testing and Maintenance

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award. Please include this Addendum in the proposal, as it contains an additional pricing form.

This addendum does not change the date for receipt of bids or proposals. The purpose of this addendum is to amend the RFP document as noted.

Section 2 – Statement of Work, General Information, Number 4, Method of Payment, on page 17 of the RFP document is hereby changed to:

4. Method of Payment:

The Contractor shall submit an invoice to the Facilities Management office, by mail or hand delivery, after each service has been completed. Submittal of these invoices shall not exceed ten (10) calendar days beyond the date the service was completed. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items or service. All documentation required in the record keeping portion of this scope of services shall be submitted via e-mail in a PDF format to the Project Manager before the invoices are submitted.

Firm Name: Bee-Saf-Tee Fire Equipment Date: 6/20/13
Signature: Carol Hensley Title: Marketing Manager
Typed/Printed Name: Carol Hensley



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. SIX

Date: June 21, 2013

RFP No. 13-0605

RFP Title: Fire Protection Systems Inspection, Testing and Maintenance

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

The purpose of this addendum is to answer final questions received. The deadline for questions has passed. This addendum does not change the date for receipt of bids or proposals.

Question: Regarding fire alarm monitoring: do you mean our central station gets the signal and all calls go to the Lake County Sheriff's Department Communications Office?

Answer: The County's fire alarm systems use a Silent Knight dialer or they have an internal dialer. These systems send a signal to a Silent Knight receiver at the Sheriff's Communication Center. The Contractor shall be responsible for the maintenance and repair of the systems only; not the monitoring.

Question: Can we just bid inspections and monitoring of fire alarms or do we have to sub out the other services, i.e. sprinkler, extinguishers, suppression systems contractors?

Answer: The County's intent is to award one contract to one contractor for all services. Therefore, if a firm does not perform one or more of the required services, the firm should obtain subcontract quotes for those items.

Firm Name: Bee-Soft Fire Equipment Date: 6/24/13
Signature: Carol Hensley Title: Marketing Manager
Typed/Printed Name: Carol Hensley

THE FOLLOWING DOCUMENTS ARE ATTACHED

- Attachment 1: Facilities Management Additional Terms and Conditions**
- Attachment 2: Work References – complete and submit with proposal**
- Attachment 3: Vendor Profile Form – complete and submit with proposal**
- Attachment 4: Similar Projects Form – complete and submit with proposal**
- Attachment 5: Building Location and Fire Extinguisher Count**

ATTACHMENT 1**FACILITIES MANAGEMENT ADDITIONAL TERMS AND CONDITIONS**

1. Intent of Contract Documents
2. Definitions
3. Errors and Omissions
4. Employees
5. Dress Code
6. Supervision
7. Back Ground Check
8. Emergencies
9. Compliance with Occupational Safety and Health / Hazardous Materials
10. Licensing
11. General Inspection Requirements
12. Project Manager
13. Contract Time and Time Extensions
14. Hours of Operation
15. Changes in Work
16. Retaining Other Contractors
17. Claims and Disputes
18. County Supplied Materials
19. Labor and Materials Supplied by the Contractor
20. Lands for Work and Access Thereto
21. Maintenance of Traffic
22. Underground Utilities
23. Clean up/Surplus Material Removal
24. Protection of Existing Structures, Utilities, Work and Vegetation
25. Equipment
26. Sanitation
27. Other Work
28. Bonds
29. Final Inspection
30. Final Acceptance
31. Measurement and Payment
32. Warranty

1. INTENT OF CONTRACT DOCUMENTS

- a. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall 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 shall 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 project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.
- b. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.
- c. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager.

2. DEFINITIONS

- a. **Calendar Day** – Every day shown on the calendar, ending and beginning at Midnight.
- b. **Change Order** – A written order issued by the County's Project Manager in accordance with Board policy, and accepted by the Contractor directing certain changes, additions or reductions in the work or in the materials used. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.
- c. **Plans** – The approved drawings or reproductions that show the location, character, dimension and details of the work to be done as issued by the County's Project Manager. These plans are meant to be for illustrative purposes only.
- d. **Project Manager** - Agent of the County responsible for items including but not limited to establishment of Cost Estimate, accepting/rejecting of work product, administration of the contract on a per job basis, as well as interfacing with the Contractor.
- e. **Scope of Work** – The general intent of the work to be accomplished as defined by the project plans, drawings, photographs, and specifications.

3. ERRORS AND OMISSIONS

It is the intent of the County to have a completed project when the work is finished. The Contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the Contractor shall immediately notify the Project Manager in writing of such errors or omissions. In the event the Contractor knows or should have known of any error or omission and fails to provide such notification, the Contractor shall be deemed to have waived any claim for increased time or compensation the Contractor may have had, and the Contractor shall be responsible for the results and the costs of rectifying any such error or omission.

4. EMPLOYEES

- a. The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications, shall be fully responsible for the performance of their organization and completion of all work under this Contract, and shall, at all times, maintain good discipline and order at the work site. The Contractor shall demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees to service Lake County.
- b. The same technicians shall be responsible for all work that is part of this solicitation. As stated later in Section 7, Background Checks, all personnel shall be required to submit to a background check before they can be admitted to Lake County facilities. Therefore it is imperative for this reason and the proper administration of this contract that the same two (2) or three (3) technicians be assigned to work with Lake County.
- c. Because of the necessity to read labels, job instructions and signs, as well as the need for conversing with the Project Manager, at least one technician that is on site to complete any work shall be able to communicate fully in the English language.

5. DRESS CODE

- a. The Contractor shall maintain a dress code for their employee's with a minimum of shirts, pants and work shoes/boots, in decent condition, at all times while the work is being performed.
- b. The Contractor's employees shall be neat and clean in appearance and shall wear a uniform and another form of identification that clearly identifies them as employees of the Contractor.
- c. All workers shall be required to wear an ID badge identifying them as approved Vendors. Lake County will supply the ID badges after an approved background check has been completed. The Contractor will ensure that all workers, prior to assignment under this contract, whether employed by the Contractor or a subcontractor, are scheduled with the Project Manager during the County's normal working hours, for an appointment to process and receive the ID badge. All new workers must be assigned an ID badge prior to

starting work. The contractor should be aware that it may take up to one week to receive ID badges after required information has been received and pictures have been taken.

6. SUPERVISION

Contractor shall supply a superintendent which has the ability to speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours. He shall also designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the County's Project Manager. All communications to the supervisor shall be as binding as if given to the Contractor. The Contractor shall be required to provide the name and position within the company of the supervisor(s) to the County. The Contractor shall provide a telephone answering service for the use of the supervisor(s) for work-related messages. The supervisor(s) shall have a cell phone in good working order. This cell phone number shall be provided to the County's Project Manager. The Contractor shall provide the proper documentation to the Project Manager immediately if this person is for any reason changed. If the County determines that this person or any other person working for the Contractor is not suitable to continue working as part of this contract, the Contractor will, within thirty (30) days, supply a new supervisor.

7. BACKGROUND CHECK

The Contractor is to provide the County with a complete list of personnel, subcontractors, and representatives of the Contractor that shall be utilized in the performance of the work. The list shall include, a full name, address, telephone number, copy of social security card, and a copy of driver's license/State of Florida Identification Card/valid passport/valid work visa. Background checks shall be performed by the Lake County Sheriff's office at no expense to the Contractor. At no time shall any person associated with the Contractor be granted access to perform work on County property prior to a completed background check. All decisions related to the approval of background checks shall be made by the Lake County Sheriff's office. All decisions are final. The Contractor MUST remove any employee, with access to County facilities, from County service who is convicted of a felony crime during his employment as part of this contract. After initial background checks have been made, they must be done annually for any person with access to County buildings after one year. Failure of the Contractor to obtain background checks as specified can result in termination of the contract. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for ANY reason. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor shall have enough qualified people with current background checks so as to be able to provide a replacement within 24 hours.

8. EMERGENCIES

- a. The Contractor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The Contractor shall submit to the Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.
- b. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The Contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the Contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order form shall be issued to document the consequences of the changes or variations. If the Contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/ HAZARDOUS MATERIALS

- a. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The Contractor further 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 shall be borne by the 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 the Contractor and its employees.
- b. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:
 - 1) The chemical name and the common name of the toxic substance.

- 2) The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
 - 3) 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.
 - 4) The primary route of entry and symptoms of exposure.
 - 5) 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;
 - 6) The emergency procedure for spills, fire, disposal and first aid.
 - 7) 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.
 - 8) 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.
- c. Any spillage of hazardous chemicals and/or wastes caused by the Contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the Contractor shall be the sole responsibility of the Contractor and the County will share no responsibility for these costs. A copy of a completed compliance order with local, State, and Federal agencies shall be given to the County.
- d. If any hazardous chemicals or conditions are discovered by the Contractor during the normal work operation, it is the responsibility of the Contractor to immediately contact the Project Manager with a description and the location of the condition.
- e. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety and/or health violations, the County's representative may have the duty to require the Contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
- f. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the 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 the Contractor in the planning of a safe work site. The Contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.
- g. The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.

- h. The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be as binding as if given to the Contractor.

10. LICENSING

The Contractor shall retain all appropriate professional licenses throughout the term of this Agreement. The Contractor will only be given projects which fall into the categories permitted by their particular license.

11. GENERAL INSPECTION REQUIREMENTS

- a. Due to the nature of this Agreement, the County shall at the time of establishment of need, require the Contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for Contractor's inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of Contractor on that individual project.
- b. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed and/or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the Contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.
- c. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- d. If during or prior to the operations, the Project Manager rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the

Contractor notice of the defect. The Contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the Contractor giving the Contractor another seven (7) calendar days to correct the defect. If the Contractor fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another Contractor or terminating the contract.

- e. Should the Contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the Contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the Contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the Contractor's defective work and additional compensation due the County. The Contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.
- f. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.
- g. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indicated in the specifications. In the event the 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 Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

12. PROJECT MANAGER

It is agreed to by the parties that the 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 as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

13. CONTRACT TIME AND TIME EXTENSIONS

- a. Unless otherwise provided, contract time shall mean the number of consecutive calendar days from the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The Contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the Contractor's work with the work of other contractors so that the Contractor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the Contractor. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.
- b. Should the Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor, and not due to the Contractor's fault or neglect, the Contractor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.
- c. If the Contractor complies with the two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The Contractor shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the Contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.
- d. Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this agreement and no additional days shall be given for rain days.
- e. The County and the 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, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the project continues.

The project shall be deemed to be completed on the date the work is considered complete to the satisfaction of the County. The 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 the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

- Missing scheduled appointments \$70.00 each appointment
- Failure to respond to emergency calls \$250.00 per day
- Late to emergency calls \$ 36.00 per hour
- Inspected unacceptable workmanship \$ 55.00 each inspection
- Equipment inoperable for more than 72 consecutive hours \$250.00 per day
- Failure to provide any and all required documentation or Reports \$ 75.00 per day
- Nuisance False Alarms (caused by inoperable equipment or system malfunction) \$55.00 each
- Out of date fire extinguishers and auxiliary systems(FM 200, ansul systems, etc.) \$55.00 Per Day
- Response time in excess three (3) hours to facility with system failure \$55.00/Hour
- Re-inspection fees for failed inspections \$55.00 Ea. plus re-inspection fee
- Fire protection systems inoperable for more than 24 hours \$55.00 Per hour

- f. County shall retain from the compensation to be paid to Contractor the above described sum.

14. HOURS OF OPERATION

- a. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall 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 Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) 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
Christmas Day

- b. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.
- c. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day. If the official holiday is on a Saturday the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The Contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.
- d. When the Contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the Contractor the sum of Two Hundred Fifty Dollars (\$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.

15. CHANGES IN WORK

- a. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures, make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the Contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the Contractor shall commence performance of the work as specified.
- b. The Contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the Contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the Contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.
- c. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.

16. RETAINING OTHER CONTRACTORS

Nothing herein shall 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 the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with the services provided under this Agreement.

17. CLAIMS AND DISPUTES

- a. Claims by the Contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".
- b. The Contractor shall 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 shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.
 - 1) Claims by the Contractor shall be resolved in the following manner:
 - a) Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business 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 shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the County that the original claim stands as is.
 - b) If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the Contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.
 - 2) Claims by the County against the Contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection b) above.
 - 3) Arbitration shall not be considered as a means of dispute resolution.

18. COUNTY SUPPLIED MATERIALS

- a. If materials are supplied by the County for a particular project, the cost of the material shown in the material column of the specific line item shall be subtracted from the Total Including O&P column. The difference of these two items shall be the modified unit cost before application of Location Factor and Contractor Factor.
- b. The County shall deliver material(s) to the designated location provided by the Contractor. A delivery request by Contractor shall occur at least two (2) business days prior to actual delivery date needed.

19. LABOR AND MATERIALS SUPPLIED BY THE CONTRACTOR

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

20. LANDS FOR WORK AND ACCESS THERETO

- a. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the Contractor has a letter from the landowner authorizing the Contractor to do so. A copy of the letter shall be provided to the County. The Contractor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.
- b. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the County. If the Contractor fails to clean up the site, the County may choose to clean up the site at the Contractor's expense.
- c. The Contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents. The Contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the Contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site. All service and supply operations shall be conducted outside the clear zone unless the Contractor has proper authorization and traffic control. No supply vehicles shall enter the

median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

- d. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

21. MAINTENANCE OF TRAFFIC (MOT)

- a. In the event that any of the work is conducted within any public right of way the Contractor shall be responsible for proper MOT. Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following.
- b. Maintenance of traffic shall be the responsibility of the Contractor, is part of the Contractor's proposal price, and shall conform to F.D.O.T.'s most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2013 edition (or latest edition), or FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2002 (or latest edition), or FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2002 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from F.D.O.T., Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the F.D.O.T. website at: www.dot.state.fl.us/mapsandpublications.
- c. All costs associated with MOT must be included in the Contractor's proposal price. No separate line items for MOT will be included in the cost estimate. If the Contractor does not comply with the F.D.O.T. and the F.H.W.A (i.e. signs, qualified flaggers and/or barricades), the County reserves the right to direct the Contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
- d. If the Contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the Contractor to hire and pay for this service.
- e. All lane closures shall have the prior approval of the Project Manager.
- f. The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the work area.
- g. The use of public roads and streets by the Contractor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the Contractor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three

(3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

22. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the Contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the Contractor shall be the responsibility of the Contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

23. CLEAN UP/SURPLUS MATERIAL REMOVAL:

The Contractor shall be responsible for the removal of all surplus material and debris within their work zone at the end of each workday, and disposed of in an appropriate manner. All costs associated with clean-up and debris removal shall be included in the Contractor Factor. The Contractor must have ample cleaning supplies and a minimum of two (2) vacuum cleaners on-site for clean-up. At no time shall the Contractor use County cleaning supplies or equipment. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager. If such deficiencies are not corrected as part of this process, the County shall remove the remaining debris and surplus materials and deduct the associated costs from the amount due the Contractor.

24. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- a. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The Contractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- b. The Contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.
- c. The Contractor shall not disturb any benchmark established by the County with respect to the project. If the Contractor, or its subcontractors, agents or any one for whom the

Contractor is legally liable, disturbs County benchmarks, the Contractor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the Contractor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the Contractor.

- d. During the period of production of work and the warranty period the Contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The Contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the Contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the Contractor.
- e. All items damaged as a result of Contractor or subcontractor operations, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County sign, or other property owned by the County or private landowner, shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. The County reserves the right to pay any such claims and deduct such amount from the Contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the Contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the Contractor.
- f. The Contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.
- g. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The Contractor shall notify the County immediately of any complaints given directly to the Contractor.
- h. If in the course of completing work as part of this contract there is an accident that involves the public, the Contractor shall as soon as possible inform the Project Manager of the incident by telephone. The Contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the Contractor shall forward a copy of the report to the Project Manager.
- i. The Contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the Contractor during the course of the work being completed.

25. EQUIPMENT

- a. The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the Contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the Contractor's equipment by the Project Manager shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor shall it relieve the Contractor of the responsibility to meet the established time for the completion of the service.
- b. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, properly operating amber flashing or white strobe light.
- c. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

26. SANITATION

The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

27. OTHER WORK

- a. The Contractor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.
- b. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- c. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or

other direct contracts. If other work is not identified in the contract documents and if the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the Contractor fails to send the above required notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

- d. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Project Manager, in writing within two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the Contractor's work.

28. BONDS

Not applicable to this solicitation.

29. FINAL INSPECTION

- a. Maintenance of Work. The Contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.
- b. Upon notice from the Contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the Contractor if necessary of any deficiencies with the project. The Contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying Contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.
- c. The Contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the Contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the Contractor, the Project Manager shall make another inspection. There shall be an fifty-five dollar (\$55.00) inspection fee assessed to the

Contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

30. FINAL ACCEPTANCE

- a. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The Contractor will then be released from further obligation except as set forth in the warranty and/or bonds in this Contract.
- b. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, 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 Project Manager.

31. MEASUREMENT AND PAYMENT

- a. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.
- b. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

32. WARRANTY

- a. The Contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall 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 in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall

also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

- b. If sod is used as part of this project it shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the Contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the Contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the Contractor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the Contractor shall be responsible for the replacement at no cost to the County.

**ATTACHMENT 2
WORK REFERENCES
(Complete and submit in proposal)**

Agency	Marion County School Board
Address	506 S.E. Third Ave
City, State, ZIP	Ocala, FL 34471
Contact Person	Chuck Stiegel
Telephone	352-671-6958
Date(s) of Service	2008-2012
Type of Service	Fire suppression system & hood cleanings
Comments:	

Agency	Cumberland Farms Florida Stores
Address	905 Cornwall Rd
City, State, ZIP	Sanford, FL 32773
Contact Person	Rachel Amoroso
Telephone	407-324-0362
Date(s) of Service	May 2009 - current
Type of Service	portable extinguishers
Comments:	

Agency	Waterman Village
Address	445 Waterman Ave.
City, State, ZIP	Mt. Dora, FL 32757
Contact Person	Bonnie
Telephone	352-383-0051
Date(s) of Service	December 1999 - current
Type of Service	Fire suppression system & portable extinguishers
Comments:	

ATTACHMENT 3 - VENDOR PROFILE FORM (Complete and submit in proposal)

1. Vendor Name & Address: Boe Sof Tee Fire Equip 4072 N Hwy 19A Mt. Dora, FL 32757	1d. Licensed to do business in the State of Florida? ☒ Yes ☐ No 1e. Name, Title & Telephone Number of Principal to Contact Linda Bomar - Pres 352-343-2707
1a. FEIN # 59-3157245	1f. Address of office to perform work, if different from Item 1 1647 E. Alfred St. Tevares, FL 32778
1b. Year Firm was established <u>1955</u> 1c. Are you a "Not for Profit" 501(c)(3) organization? Yes ☐ No ☒ If you answered yes, please provide proof.	
2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume. Roy Bomar Jeremy Hensley Scott Bassett	
3. The foregoing is a statement of facts. Signature: _____ Date: <u>6-13-13</u> <u>Linda Bomar</u> <u>President</u> (Typed or Printed Name) (Title)	

ATTACHMENT 4 - SIMILAR PROJECTS FORM
(Complete and submit in proposal)

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u> Big Lots Naples The Hatch Group 580 Cape Cod Ln. Altamonte Springs, Fl. 32714	<u>Contact Person:</u> Joe Borrone <u>Title:</u> Project Manager
<u>Completion Date (Actual or Estimated)</u> April 2013 <u>Project Cost: \$</u> 36,532.61	<u>Telephone Number</u> 407-257-4600
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Install new fire sprinkler / alarm system	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	

ATTACHMENT 4 - SIMILAR PROJECTS FORM
(Complete and submit in proposal)

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u> Dollar General Bradenton The Hatch Group 580 Cape Cod Ln. Altamonte Springs, Fl. 32714	<u>Contact Person:</u> Joe Borrone <u>Title:</u> Project Manager
<u>Completion Date (Actual or Estimated)</u> May 2012 <u>Project Cost:</u> \$ 35,055.00	<u>Telephone Number</u> 407-257-4600
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Install new fire sprinkler system	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	

ATTACHMENT 4 - SIMILAR PROJECTS FORM
(Complete and submit in proposal)

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u> Advance Surgery Sarasota Brinkmann Constructors 16650 Chesterfield Grove Rd. Ste. 100 Chesterfield, MO. 63005	<u>Contact Person:</u> Kyle White <u>Title:</u> Project Manager
<u>Completion Date (Actual or Estimated)</u> Nov. 2012 <u>Project Cost: \$</u> 15,800.00	<u>Telephone Number</u> 636-537-9700
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Install new fire sprinkler system	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	

Tab 3

Bee-Saf-Tee Fire Equipment, Inc.
4072 N. Hwy 19A
Mt. Dora, Fla. 32757
(352)343-2707
beesaftee@aol.com

Reference Information

Shop Address: 4072 N Hwy. 19A
Mt. Dora, Fla. 32757

Office Address: 1647 E Alfred St.
Tavares, Fla. 32778
Ph# 352-343-2707
Fax# 352-508-4547

FEI# 59-3157245

Business established 1955

Current annual sales: \$300,000.00

Bank: United Southern Bank
Umatilla, Fla. 32784
Ph#352-669-2121

Owners: Roy & Linda Bomar



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2013

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

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

PRODUCER Phone: (407) 332-0033 Fax: (407) 332-0030

INSURANCE SOLUTIONS OF AMERICA, INC.

DBA: ISU - INSURANCE SOLUTIONS OF AMERICA

925 WEST STATE ROAD 434, SUITE 201

WINTER SPRINGS FL 32708

INSURED

BEE-SAF-TEE FIRE EQUIPMENT, INC. & B-SAFETY FIRE PROTECTI
ON, INC

DBA BEE PRESSURE WASHING

1647 E. ALFRED ST.

TAVARES FL 32778

CONTACT Insurance Solutions of America, Inc.

PHONE

(A/C, No, Ext) (407) 332-0033

FAX

(A/C, No)

ADDRESS

(407) 332-0030

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A Everest Indemnity Insurance Company

10851

INSURER B Bridgefield Casualty Insurance Company

INSURER C

INSURER D

INSURER E

INSURER F

COVERAGES

CERTIFICATE NUMBER: 24275

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			51GLF00075-131	06/01/13	06/01/14	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000
	CLAIMS-MADE ☒ OCCUR						MED. EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPROP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						COMBINED SINGLE LIMIT (Per accident) \$
	☒ POLICY						DODILY INJURY (Per person) \$
	☐ PROJECT						DODILY INJURY (Per accident) \$
	☐ LOC						PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY						\$
	ANY AUTO						EACH OCCURRENCE \$
	ALL OWNED						AGGREGATE \$
	AUTOS						\$
	HIRED AUTOS						\$
							\$
	UMBRELLA LIAB						\$
	EXCESS LIAB						\$
	DIED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			196-25B49	04/09/13	04/09/14	☒ WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				OFFER \$
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE-EA EMPLOYEE \$ 100,000
							E.L. DISEASE-POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Lugerling

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2012

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

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

PRODUCER Brown & Brown of Florida, Inc. PO Box 491636 Leesburg FL 34749-1636	CONTACT NAME: Nadya Kohlweiss PHONE: (352) 787-2431 FAX: (352) 787-8922 E-MAIL: Nadya.Kohlweiss@bblesburg.com ADDRESS: Leesburg FL 34749-1636
INSURED SmartWatch Security & Sound, LLC 742 S. Rossiter St Mount Dora FL 32757	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Co. 29459 INSURER B: American States Insurance 019704 INSURER C: Hartford Casualty Ins Co. 29424 INSURER D: Bridgefield Employers Insurance 010701 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 12-13 All Lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR VVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR			1388PQD6370RA	5/29/2012	5/29/2013	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO ☐ LOC						PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO			01C16311591	6/6/2012	6/6/2013	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							PIP-Single limit \$ 10,000
C	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 2,000,000
	☐ RETENTION \$ 10,000			13HHUQJ9106	5/29/2012	5/29/2013	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTL ER
	If yes, describe under DESCRIPTION OF OPERATIONS below			830-34591	6/6/2012	6/6/2013	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions			1388PQD6370RA	5/29/2012	5/29/2013	Limit \$250,000

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H Brooks, CIC, CPCU/N *Thomas C Brooks*

ACORD 25 (2010/05)

©1988-2010 ACORD CORPORATION. All rights reserved.

INS025 (2010/05) 01

The ACORD name and logo are registered marks of ACORD

ACORD CERTIFICATE OF LIABILITY INSURANCE

OPID FIMA
LIFE-2DATE (MM/DD/YYYY)
11/12/12

PRODUCER

Alexander Insurance Agency
541 S. Orlando Ave., Suite 206
Maitland FL 32751
Phone: 407-629-4825 Fax: 407-629-5407

INSURED

Lifeline Fire Protection, Inc.
905 Jan Mar Ct, Suite B
Clamont FL 34715

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: FFA Mutual Insurance Company

INSURER B: Everest Indemnity Insurance Co

INSURER C: Safeco Insurance Company

19704

INSURER D:

INSURER E:

COVERAGES

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

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
D	GENERAL LIABILITY	51GL005712-121	07/01/12	07/01/13	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY				LIABILITY TO RENTED PREMISES (EA OCCURRENCE)
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)
	☒ Blanket AI				PERSONAL & ADV INJURY
	☒ Blanket Waiver				GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG
	☐ POLICY ☒ PRO-JECT ☐ LOG				
C	AUTOMOBILE LIABILITY	01CX48674420	07/01/12	07/01/13	COMBINED SINGLE LIMIT (EA accident)
	☒ ANY AUTO				BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
	☐ ANY AUTO				OTHER THAN EA ACC
					AUTO ONLY: AGG
B	EXCESS/UMBRELLA LIABILITY	51CC001986-121	07/01/12	07/01/13	EACH OCCURRENCE
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE
	☐ DEDUCTIBLE				
	RETENTION \$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC840-0026552-2012A	07/01/12	07/01/13	☒ WC STAT- TORY LIMITS ☐ TDR-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
	OTHER				E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS AND/ OR BY ENDORSEMENT / SPECIAL PROVISIONS

Fax: 386-878-8651

CERTIFICATE HOLDER

DELTO-1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Chad Kingsley

Chad Kingsley



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2012

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

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

PRODUCER FLD INSURANCE, INC. 13059 W LINEBAUGH AVE SUITE 102 TAMPA, FL. 33626	CONTACT NAME: GINA PHONE (AID No, Ext): 813-800-4141 FAX (AID No, Ext): 813-315-7475 E-MAIL ADDRESS: GINA@FLDINSURANCE.COM PRODUCER CUSTOMER ID#:
INSURED SAFE FIRE PROTECTION INC 8914 BRITTANY WAY TAMPA, FL. 33619	INSURER(S) AFFORDING COVERAGE INSURER A: GOTHAM INSURANCE COMPANY INSURER B: TRAVELERS INDEMNITY COMPANY OF AMERICA INSURER C: GOTHAM INSURANCE COMPANY INSURER D: CASTLEPOINT RISK OF FLORIDA CORP INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
LINE	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	☒	GL2012FSC00426	08/19/2012	08/19/2013
				LIMITS	
				EACH OCCURRENCE	\$ 1,000,000
				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
				MED EXP (Any one person)	\$ 5,000
				PERSONAL & ADV INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS - COMPOP AGG	\$ 2,000,000
					\$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ SCHEDULED AUTOS	☒	BA-4A103706-12-SEL COMP/COLL DED \$500 EA	07/09/2012	07/09/2013
				COMBINED SINGLE LIMIT (Ea accident)	
				\$ 1,000,000	
				BODILY INJURY (Per person)	
				\$	
				BODILY INJURY (Per accident)	
				\$	
				PROPERTY DAMAGE (Per accident)	
				\$	
				\$	
C	UMBRELLA LIAB ☒ EXCESS LIAB ☐ DEDUCTIBLE ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE	☒	UM2012FSC00143	08/19/2012	08/19/2013
				EACH OCCURRENCE	
				\$ 5,000,000	
				AGGREGATE	
				\$ 5,000,000	
				\$	
				\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	☒ Y/N ☐ N/A	WCP760424002	08/19/2012	08/19/2013
				☒ WC STATU- TORY LIMITS ☐ OTHER	
				E.L. EACH ACCIDENT	
				\$ 1,000,000	
				E.L. DISEASE - EA EMPLOYEE	
				\$ 1,000,000	
				E.L. DISEASE - POLICY LIMIT	
				\$ 1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) FIRE SUPPRESSION SYSTEMS, INSTALLATION, SALES AND REPAIR. Randall E Smith, License EF20000856 ARE NAMED ADDITIONAL INSURED.					

CERTIFICATE HOLDER Hillsborough County Contractors Licensing 601 E Kennedy Blvd 19th Floor PO Box 1110 Tampa, FL 33601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

BOB McKEE

LAKE COUNTY TAX COLLECTOR

FACILITIES/
MACHINES

ROOMS

SEATS

EMPLOYEES

2012 / 2013

LAKE COUNTY BUSINESS TAX RECEIPT

STATE OF FLORIDA

ACCT NO. 4633

RECEIPT NO. 7060000004

EXPIRES SEPTEMBER 30, 2013

TYPE OF BUSINESS PUBLIC SERVICE

BUSINESS BEE-SAF-TEE FIRE EQUIPMENT INC
1647 E ALFRED ST
TAVARES, FL 32778ROY L BOMAR
4072 N HWY 19A
MOUNT DORA, FL 32757

ORIGINAL TAX 30.00

PENALTY 0.00

TRANSFER FEE 0.00

AMOUNT PAID 30.00

TOTAL DUE \$0.00

NONEXEMPT

Receipt #2012-6006994
Paid 09/21/2012 30.00**BOB McKEE**

LAKE COUNTY TAX COLLECTOR

FACILITIES/
MACHINES

ROOMS

SEATS

EMPLOYEES

2012 / 2013

LAKE COUNTY BUSINESS TAX RECEIPT

STATE OF FLORIDA

ACCT NO. 9953

RECEIPT NO. 8500000002

EXPIRES SEPTEMBER 30, 2013

TYPE OF BUSINESS TRADING IN TANGIBLE PERSONAL PROPERTY

BUSINESS BEE-SAF-TEE FIRE EQUIPMENT INC
4072 N HWY 19A
MOUNT DORA, FL 32757ROY L BOMAR
4072 N HWY 19A
MOUNT DORA, FL 32757

ORIGINAL TAX 30.00

PENALTY 0.00

TRANSFER FEE 0.00

AMOUNT PAID 30.00

TOTAL DUE \$0.00

NONEXEMPT

Receipt #2012-6006994
Paid 09/21/2012 30.00

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

BEE-SAF-TEE FIRE EQUIPMENT
15724 Dora Avenue
Tavares FL 32778
allddldldldld

FIRE EQUIPMENT DEALER LICENSE

THIS CERTIFIES THAT: BEE-SAF-TEE FIRE EQUIPMENT
4072 N Hwy 19 A
Mount Dora FL 32757
QUALIFIER: ROY BOMAR

Has Complied with Florida statutes and has qualified for the type and class shown hereon to service, recharge, repair, install, or inspect all types of Portable Fire Extinguishers including recharging carbon dioxide units, and to conduct hydrostatic tests on water, water chemical, and dry chemical types of extinguishers only. Excludes any service, recharge, repair, installation or inspection of any type of Halon Extinguisher.

Issue Date: 01/01/2012
Type: 07
Class: 02
County: Lake
License/Permit Number: 755885-0001-1990
Expiration Date: 12/31/2013


Chief Financial Officer

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Hulas
DIVISION DIRECTOR



Casia Sisco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

BEE-SAF-TEE FIRE EQUIPMENT

15724 Dora Avenue

Tavares FL 32778

|||||

FIRE EQUIPMENT DEALER LICENSE

THIS CERTIFIES THAT: BEE-SAF-TEE FIRE EQUIPMENT

4072 N Hwy 19 A

Mount Dora FL 32757

QUALIFIER: ROY BOMAR

Has Complied with Florida statutes and has qualified for the type and class shown hereon to service, repair, install or inspect all types Pre-Engineered Fire Extinguishing Systems.

Issue Date: 01/01/2012
Type: 07
Class: 04
County: Lake
License/Permit Number: 079871-0004-1992
Expiration Date: 12/31/2013

Chief Financial Officer

BOB MAKEE
LAKE COUNTY TAX COLLECTOR

FACILITIES/
MACHINES ROOMS SEATS

TYPE OF CONTRACTING
BUSINESS

BUSINESS LIFELINE FIRE PROTECTION INC
 905 JAN MAR COURT, SUITE B
 MINNEOLA, FL 34715

LIFELINE FIRE PROTECTION INC
905 JAN MAR COURT, SUITE B
MINNEOLA, FL 34715

2012 / 2013
LAKE COUNTY BUSINESS TAX RECEIPT
STATE OF FLORIDA
EMPLOYEES

10

ACCT NO. 94012
RECEIPT NO. 8760020464

EXPIRES SEPTEMBER 30, 2013

ORIGINAL TAX	30.00
PENALTY	0.00
TRANSFER FEE	0.00
AMOUNT PAID	30.00
TOTAL DUE	\$0.00
NONEXEMPT	

Receipt #2012-6004352,
Paid 08/20/2012 30.00

Julius Halas
DIVISION DIRECTOR



Casín Sineo
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax, 850-410-2467

Lifeline Fire Protection, Inc.
905 JAN MAR CT, SUITE B
MINNEOLA FL 34715


CERTIFICATE OF COMPETENCY

THIS CERTIFIES THAT: James Blankenship
1128 Callaway Circle
Clermont 34711

BUSINESS ORGANIZATION: Lifeline Fire Protection, Inc.

Contractor II is limited to the execution of contracts requiring the ability to layout, fabricate, install, inspect, alter, repair, and service water sprinkler systems, water spray systems, foam-water sprinkler systems, foam-water spray systems, standpipes, combination standpipes and sprinkler risers, all piping that is an integral part of the system beginning at the point of service, sprinkler tank heaters, air lines, thermal systems used in connection with sprinklers, and tanks and pumps connected thereto, excluding pre-engineered systems.

Issuance Date:	07/01/2012
Type:	07
Class:	12
County:	Lake
License/Permit Number:	FPC11-000056
Expiration Date:	06/30/2014

255 *Stenotaphrum*

Chief Financial Officer



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

SMITH, RANDALL EDWARDS
SAFE FIRE PROTECTION, INC.
227 STEVENAGE DR
LONGWOOD FL 32779

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

AC# 6228796

EF20000856 07/26/12 128018425

CERT ALARM SYSTEM CONTRACTOR I
SMITH, RANDALL EDWARDS
SAFE FIRE PROTECTION, INC.

IS CERTIFIED under the provisions of ch.489 FS
Expiration date: AUG 31, 2014 L12072601527

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6228796

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12072601527

DATE	BATCH NUMBER	LICENSE NBR
07/26/2012	128018425	EF20000856

The ALARM SYSTEM CONTRACTOR I
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

SMITH, RANDALL EDWARDS
SAFE FIRE PROTECTION, INC.
8914 BRITTANY WAY
TAMPA FL 33619

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

2012-2013 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES 9-30-2013 FOLIO NO.

STAFFS	FACILITIES OR MACHINES	1032US	SEATS	LUPACREES	10	RENEWAL	227140.0000
	0	0	0	0			

OCC. CODE BUSINESS TYPE

090.300 CONTRACTOR - FIRE PROTECTION CONTRACTOR III

H. WASTE TAX

SURCHARGE 40.00

18.00

BUSINESS LOCATION
8914 BRITTANY WAY
TAMPA 33619

NAME MAILING ADDRESS
HOLTZ MICHAEL J DBA/ SAFE FIRE PROTECTION INC
8914 BRITTANY WAY
TAMPA FL 33619

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR
813-835-5200

PAID - 14363 - 85
07/27/2012 *** 58.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12671301133

DATE BATCH NUMBER LICENSE NBR

07/13/2022 118005134 EF0001248

The ALARM SYSTEM CONTRACTOR I

named below is CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 11, 2014

LOCK, JOHN E
SMARTWATCH SECURITY AND SOUND LLC
742 S ROSSITER ST
MOUNT DORA FL 33757

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

ISSUED AS REGISTRATION LAW

BOB McKEE

LAKE COUNTY TAX COLLECTOR

FACILITIES/
MACHINES

ROOMS

SEATS

EMPLOYEES

TYPE OF
BUSINESS

PUBLIC SERVICE

BUSINESS SMARTWATCH SECURITY & SOUND LLC

742 S ROSSITER ST

MOUNT DORA, FL 32757

MADELAINE LOCK
PO BOX 1215

MT DORA, FL 327561215

2012 / 2013

LAKE COUNTY BUSINESS TAX RECEIPT

STATE OF FLORIDA

EMPLOYEES

SEATS

ROOMS

FACILITIES/
MACHINES

ACCT NO. 29218

RECEIPT NO. B760001478

EXPIRES SEPTEMBER 30, 2013



ORIGINAL TAX

30.00

PENALTY

0.00

TRANSFER FEE

0.00

AMOUNT PAID

30.00

TOTAL DUE

30.00

NONEXEMPT

Receipt # 2012-6005974

Paid 10/9/2012 30.00



June 26, 2013

To Whom It May Concern,

We have been doing business with Bee-Saf-Tec Fire Equipment, Inc. for several years.

Annually they inspect, recharge or replace fire extinguishers located in our recreation centers, postal facilities, guard houses, pools, starter shacks and administrative buildings.

We hope to have a continued working relationship with them for years to come.

A handwritten signature in dark ink, appearing to read 'Sam Wartinbee'. The signature is written in a cursive, flowing style.

Sam Wartinbee,
District Property Management Director

June 21, 2013

Re: Bee-Saf-Tee Fire Equipment, Inc

To Whom this May Concern,

Please accept this letter of recommendation for Roy Bomar owner / operator of Bee - Saf - Tee Fire Equipment, Inc. We here at the NDA Behavioral Health have been using Roy's service on our fire extinguishers and related equipment for the past 12 years. I have come to know Roy not only as a vendor but a valued friend. His company maintains an extremely reliable profile with good integrity. They are able to consistently maintain a fair price structure in keeping our 132 bed facility safe while taking in the special needs considerations of our residents.

I would strongly recommend him for ALL your fire safety needs, as I am confident you will be extremely pleased with his company's services. If you have any questions feel free to contact me at 352 - 308 - 6225, I will be happy to assist you.

Sincerely,



Michael Chervenak
Plant Operations Director / Safety Officer

Waterman Village

Waterman Communities
250 Brookfield Avenue • Mount Dora, Florida 32757
(352) 383-0051 • FAX: (352) 383-8794
Website: www.watermanvillage.com

June 26, 2013

To Whom It May Concern:

Bee-Saf-Tee Fire Equipment has been servicing Waterman Village for many years and we are very happy with their services.

Feel free to contact me with any questions.

Thank you

Sincerely,

Bonnie Cates
Waterman Village
Plant Operations Administrative Assistant
352-383-0051 x 251

Resumes:

Name: Roy L. Bomar

Title: Vice President/Operations Mgr./License holder

Current Duties: Service Technician for portable fire extinguishers and pre-engineered fire systems, sales and installations of pre-engineered fire systems.

Time in current assignment: Since he purchased Bee-Saf-Tee Fire Equipment in 1990.

Previous duties: the same

Total time in the profession: Firefighter for 9 yrs., worked for same type of fire equipment company for 1 ½ yrs. before purchasing Bee-Saf-Tee in 1990.

Licenses/Certificates: Current business dealers licenses for portable fire extinguishers and pre-engineered fire systems will expire 12/31/2014. Copies of Roy's licenses and permits included with this bid package.

Name: Scott Bassett

Title: Service Tech

Current Duties: Service tech in charge of all portable fire extinguisher accounts. Scott also helps Mr. Bomar with pre-engineered fire system installations. Scott has serviced the fire extinguishers for the Lake County BOCC bid since 2008 and is familiar with the Lake County facilities, as well as the location of the portable fire exts.

Time in current assignment: 2008 - current

Previous duties: Scott was a fire fighter in years previous to his employment with Bee-Saf-Tee.

Total time in the profession: Since Bee-Saf-Tee hired him in 2008.

Permits/Certifications: Currently permitted by the State of Florida for Portable Fire Extinguishers.

Copies of permit and certificates included with bid packet.

Name: Jeremy Hensley

Title: Service Tech

Current Duties: Servicing of portable fire extinguishers and pre-engineered fire suppression systems. Jeremy also assist in new pre-engineered system installations.

Time in current assignment: Since May 2009

Previous duties: Jeremy originally came to work for Bee-Saf-Tee in 2007, but left his employment with Bee-Saf-Tee to join the army. Jeremy was rehired in 2009, after receiving an honorable medical discharge from the U.S. Army.

Permits/Certifications: Currently permitted by the State of Florida for servicing of portable fire extinguishers and pre-engineered fire suppression systems. Copies of permits and certificates included with this bid packet.

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Hatas
DIVISION DIRECTOR



Casia Sisco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street • Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

BEE-SAF-TEE FIRE EQUIPMENT

15724 Dora Avenue
Tavares FL 32778
allhubbullhubb

FIRE EXTINGUISHER PERMIT

THIS CERTIFIES THAT: ROY BOMAR
EMPLOYER: BEE-SAF-TEE FIRE EQUIPMENT
4072 N Hwy 19 A
Mount Dora FL 32757
LICENSE #: 755885-0001-1990 - Fire Equipment Class B License

Has Complied with Florida statutes and has qualified for the type and class shown herein to service, recharge, repair, install, or inspect all types of portable Fire Extinguishers, as applicable. The person named in this permit shall not perform work any more extensive than the Employer named herein.

Issue Date: 01/01/2012
Type: 09
Class: 01
County: Lake
License/Permit Number: 792197-0004-1997
Expiration Date: 12/31/2013

Jeff Atwater
Chief Financial Officer

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel 850-413-3644 Fax 850-410-2907

BEE-SAF-TEE FIRE EQUIPMENT

15724 Dora Avenue
Tavares FL 32778

00000000000000000000

PRE-ENGINEERED SYSTEM PERMIT

THIS CERTIFIES THAT: ROY BOMAR
EMPLOYER: BEE-SAF-TEE FIRE EQUIPMENT
4072 N Hwy 19 A
Mount Dora FL 32757
LICENSE #: 079871-0004-1992 - Fire Equipment Class D License

Has Complied with Florida statutes and has qualified for the type and class shown herein to service, recharge, repair, install, or inspect all types of pre-engineered systems. Excludes service, repair, installation, or inspection of any type of Halon Pre-Engineered System.

Issue Date: 01/01/2012
Type: 09
Class: 04
County: Lake
License/Permit Number: 079871-0005-1997
Expiration Date: 12/31/2013

Chief Financial Officer

Julius Halas
DIVISION DIRECTOR



Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 East Gaines Street - Tallahassee, Florida 32309-0342
Tel. 850-413-3644 Fax. 850-410-2467

BEE-SAF-TEE FIRE EQUIPMENT

15724 Dora Avenue
Tavares FL 32778



FIRE EXTINGUISHER PERMIT

THIS CERTIFIES THAT: Jeremy Hensley
EMPLOYER: BEE-SAF-TEE FIRE EQUIPMENT
4072 N Hwy 19 A
Mount Dora FL 32757
LICENSE #: 755885-0001-1990 - Fire Equipment Class B License

Has Complied with Florida statutes and has qualified for the type and class shown herein to service, recharge, repair, install, or inspect all types of portable Fire Extinguishers, as applicable. The person named in this permit shall not perform work any more extensive than the Employer named herein.

Issuc Date:	01/01/2012
Type:	09
Class:	01
County:	Lake
License/Permit Number:	048539-0001-2008
Expiration Date:	12/31/2013

W. B. Stewart

Chief Financial Officer

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Hatas
DIVISION DIRECTOR



Casia Sisco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
300 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-7467

BEE-SAF-TEE FIRE EQUIPMENT

15724 Dora Avenue
Tavares FL 32778



PRE-ENGINEERED SYSTEM PERMIT

THIS CERTIFIES THAT: Jeremy Hensley
EMPLOYER: BEL-SAF-TEE FIRE EQUIPMENT
 4072 N Hwy 19 A
 Mount Dora FL 32757
LICENSE #: 079871-0004-1992 - Fire Equipment Class D License

Has Complied with Florida statutes and has qualified for the type and class shown herein to service, recharge, repair, install, or inspect all types of pre-engineered systems. Excludes service, repair, installation, or inspection of any type of Halon Pre-Engineered System.

Issue Date: 01/01/2012
Type: 09
Class: 04
County: Lake
License/Permit Number: 202360-0001-2010
Expiration Date: 12/31/2013


Chief Financial Officer

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Habas
DIVISION DIRECTOR



Casia Sineo
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel 850-413-3644 Fax 850-410-2167

BEE-SAF-TEE FIRE EQUIPMENT

15724 Dora Avenue
Tavares FL 32778



FIRE EXTINGUISHER PERMIT

THIS CERTIFIES THAT: Scott Bassett
EMPLOYER: BEE-SAF-TEE FIRE EQUIPMENT
4072 N Hwy 19 A
Mount Dora FL 32757
LICENSE #: 755885-0001-1990 - Fire Equipment Class B License

Has Complied with Florida statutes and has qualified for the type and class shown herein to service, recharge, rep install, or inspect all types of portable Fire Extinguishers, as applicable. The person named in this permit shall not perform work any more extensive than the Employer named herein.

Issue Date: 01/01/2012
Type: 09
Class: 01
County: Lake
License/Permit Number: 088047-0001-2008
Expiration Date: 12/31/2013


Chief Financial Officer

Melchor (Steven) Lopez

Lead Fire Alarm Tech

Smart Watch Security & Sound, Mount Dora, FL

Sep. 2012 – Current

- Tested, Inspected, Installed, and Serviced Multiple Fire Alarm Systems.
 - Worked on multiple Fire Alarm Systems: Notifier, EST, FCI, Fire Lite, Silent Knight, Dmp, Siemens
 - Installed and Troubleshoot Door Access Systems
 - NICET LVL I Certified
- Proficient on Building Reports.com

Lead Fire Alarm Tech

Florida Fire And Sound, Orlando, FL

Jul. 2011 – May 2012

- Tested, Inspected, Installed, and Serviced Multiple Fire Alarm Systems.
 - Worked on multiple Fire Alarm Systems: Notifier, EST, FCI, Fire Lite, Silent Knight, Dmp, Siemens
 - NICET LVL I Certified
- Proficient on Asurio

Lead Fire Alarm Tech

Signature Systems of Florida, Casselberry, FL

Sep. 2010 – Jul. 2011

- Tested, Inspected, Installed, and Serviced Multiple Fire Alarm Systems.
 - Worked on multiple Fire Alarm Systems: Notifier, EST, FCI, Fire Lite, Silent Knight, Dmp, Siemens
 - OCPS Badge Certified
 - FASA/BASA Certified
 - NICET LVL I Certified
- Proficient on Building Reports.com

- Tested, Inspected, Installed, and Serviced Multiple Fire Alarm Systems.
- Worked on multiple Fire Alarm Systems: Notifier, EST, FCI, Fire Lite, Silent Knight, Dmp, Siemens
- OCPS Badge Certified
- FASA/BASA Certified
- IT for service Dept.
- Proficient on Building Reports.com: Bar coded and Labeled all of OCPS Schools



NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

Providing Certification Programs Since 1961

BE IT KNOWN THAT

Melchor E Lopez

IS HEREBY AWARDED CERTIFICATION AT

LEVEL I

IN FIRE PROTECTION ENGINEERING TECHNOLOGY
FIRE ALARM SYSTEMS

BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.

Certification Valid through July 1, 2014

CERTIFICATION NUMBER 132508

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Anthony Hatch S.E.T

Lead Technician/Project Manager/ NICET Level IV-Fire Alarm Systems

Certifications include: Notifier Onyx Fire Systems, VESDA Air-sampling Smoke Detection Systems,
OSHA 30 Hour, BASA/FASA

SmartWatch Security & Sound, LLC / Mount Dora, Florida / February 2007-Present

- Lead Technician / Site Supervisor
- Install, test, repair fire alarm systems
- Supervise technicians in installation of fire alarm systems

Lin R. Rogers Electric / Tampa, Florida / November 2002 – January 2005

- Senior Fire Alarm Technician
- Install, test, repair fire alarm systems

NuTech Fire and Security / Orlando, Florida / September 1995 – November 2002

- Senior Fire Alarm Technician
- Install, test, repair, low voltage systems, to include fire alarm, security, CCTV, and access.



NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES®

Providing Certification Programs Since 1961

BE IT KNOWN THAT

Anthony O Hatch

IS HEREBY AWARDED CERTIFICATION AT

LEVEL IV

IN FIRE PROTECTION ENGINEERING TECHNOLOGY
FIRE ALARM SYSTEMS

BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.

Certification Valid through December 1, 2014

CERTIFICATION NUMBER 124331

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Certificate of Factory Training

Anthony Hatch

SmartWatch Security & Sound, LLC - Mt. Dora, FL

is hereby recognized as having completed 40 hours of
Factory Technical Training covering:

**NFS-320, NFS2-640, NFS2-3030
& DVC Digital Voice Command**

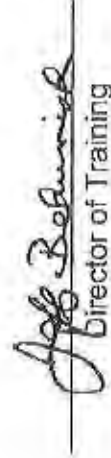
Presented January 14, 2011

Expires three years from above date

ID# 01-NT-1411-ODV -FL-13



This certificate is immediately rendered invalid should the employment of the recipient of this certificate with the above-named company be terminated for any reason. This certificate is rendered invalid should the NOTIFIER distributorship of the above-named company be revoked for any reason.


Director of Training

Attachment 5 - Building Locations and Fire Extinguisher Count

Building Name	Street	City	Facility Fire Extinguisher & Suppression Count	Facility Fire Extinguisher & Suppression Size
Fire Station 11 (was 46)	47544 SR 19	Altoona	2	5lb. ABC
Fire Station 14 (was 44)	42700 SR 19	Altoona	1	10lb. ABC
McTureous House	42100 SR 19	Altoona	1	5lb. ABC
Fire Station 77 (was 71)	25028 Kirkwood Av	Astatula	1	20lb. CO2
Tower-Astatula	26312 CR 561	Astatula	2	15 lb. ABC; 10lb. CO2
Adkins House	55420 Front St	Astor	1	5lb. ABC
Astor Recreational Center	54835 Alco Rd	Astor	1	5lb. ABC
Astor Residential Drop-Off	Astor Transfer Rd	Astor	1	5lb. ABC
Fire Station 10 (was 12)	23023 SR 40	Astor	3	10lb. ABC
Library - Astor	54905 Alco Rd	Astor	3	10lb. ABC
Tower-Astor	23025 SR 40	Astor	2	10lb. ABC ; 10lb.CO2
Fire Station 109 (was 91)	11630 Lakeshore Dr	Clermont	2	5lb. ABC; 10lb. ABC
Fire Station 110 (was 93)	6234 County Rd 561	Clermont	1	10lb. ABC
Fire Station 112 (was 94)	16240 County Rd 474	Clermont	1	10lb. ABC
Health Clinic - Clermont	560 W. Desoto St	Clermont	2	5lb. ABC
Library - Cagan Crossings	16729 Cagan Oaks	Clermont	11	10lb. ABC

SECTION 5 – ATTACHMENTS

RFP Number: 13-0605

Loghouse Residential Drop-Off	Loghouse Landfill Rd.	Clermont	0	{none}
Sheriff's South Lake Substation	15855 SR50	Clermont	6	10lb. ABC
Tag Office - South Lake	194 N. US27 @Citrus Tower	Clermont	2	5lb. ABC
Tower-Buckhill	21923 S. Buckhill Rd	Clermont	2	10lb.CO2; 15lb. ABC
Tower-Minneola	18250 Scrub Jay Lane	Clermont	2	10lb.CO2; 15lb. ABC
Tower-Orange Mountain	8325 N. Bradshaw Rd	Clermont	2	10lb.CO2; 15lb. ABC
Tower-Progress Energy	14237 SR 50	Clermont	2	10lb.CO2; 15lb. ABC
Tower-Station 112	16300 CR 474	Clermont	2	10lb.CO2; 15lb. ABC
Community Center - Forest Hills	31039 Lake Mack Rd	Deland	1	5lb. ABC
Fairgrounds - Arena	2101 County Rd 452	Eustis	1	15lb. ABC
Fairgrounds - Ash Ford Bldg.	2101 County Rd 452	Eustis	3	5lb. ABC
Fairgrounds - Clements Bldg.	2101 County Rd 452	Eustis	2	5lb. ABC
Fairgrounds - Expo Bldg.	2101 County Rd 452	Eustis	8	7.5lb. ABC; 15lb. ABC
Fairgrounds - Laroe Pavilion	2101 County Rd 452	Eustis	1	5lb. ABC
Fairgrounds - Mayo Bldg.	2101 County Rd 452	Eustis	1	10lb. ABC
Fire Station 21 (was 33)	25100 County Rd 44A	Eustis	1	15lb. ABC
Fire Station 27 (was 42)	19212 SR 44	Eustis	2	10lb. ABC
Health Clinic - Eustis Van Dee	14 N. Eustis St.	Eustis	3	5lb. ABC

SECTION 5 – ATTACHMENTS

RFP Number: 13-0605

Health Department Administration	16140 Hwy 441 So	Eustis	5	5lb. ABC
Public Works	437 Ardice	Eustis	7	5lb. ABC
Sheriff's Vehicle Maintenance	1925 McDonald Av	Eustis	8	7-5lb. ABC; 10lb. ABC
Tag Office -Triangle	15733 Dora Av	Eustis	3	5lb. ABC
Tower-Royal Trails	30301 Seagrape Ave	Eustis	2	15lb. ABC; 10lb. CO2
Community Center - Ferndale	15307 Ferndale Comm. Rd	Ferndale	1	5lb. ABC
Ferndale Storage	15303 Ferndale Comm. Rd	Ferndale	1	5lb. ABC
Fire Station 83	15303 Ferndale Comm Rd	Ferndale	1	5lb. ABC
Fire Station 53 (was 62)	2505 Spring Lake Rd	Fruitland Pk	3	5lb. ABC
Communication Maintenance Facility	20415 Independence Blvd	Groveland	5	5lb. ABC
Fire Station 111 (was 98)	8805 Bay Lake Rd (CR 565)	Groveland	2	5lb. ABC; 15lb. ABC
Library - M. Baysinger	756 W. Broad St	Groveland	3	10lb. ABC
Sheriff Empire Church Rd Warehouse	12345 Dry Fork Road	Groveland	4	10lb. ABC
Tourist Welcome Center	20763 US HWY 27	Groveland	3	5lb. ABC
Tower-Groveland	12331 Dry Fork Rd	Groveland	2	10lb. CO2; 15lb. ABC
Vehicle Maintenance Facility (New)	20423 Independence Blvd	Groveland	6	10lb ABC
Fire Station 52 (was 61)	306 W. Hermosa St	Lady Lake	1	10lb. ABC
Fire Station 54 (was 66)	6200 Lake Griffin Rd	Lady Lake	0	(none)

SECTION 5 – ATTACHMENTS

RFP Number: 13-0605

Lady Lake Residential Drop-Off	1200 Jackson St	Lady Lake	0	(none)
North Lake Clerk Office	902 Avenida Central	Lady Lake	2	5lb. ABC
Sheriff LaGrande Lady Lake	108 LaGrande Blvd	Lady Lake	2	5lb. ABC
Tag Office - Lady Lake	918 Avenida Central St	Lady Lake	2	5lb. ABC
Tower-Lady Lake	1113 Teal Lane	Lady Lake	2	10lb. ABC; 10lb. CO2
Fire Station 78	16345 CR 448	Lake Jem	3	10lb. ABC
Area I Road Maintenance	2310 W. Griffin Rd	Leesburg	4	10lb. ABC; 3-5lb. ABC
BCC Warehouse /Clerk's Warehouse	32400 County Rd 473	Leesburg	11	3-5lb. ABC; 7-15lb. ABC; 1-10lb. ABC
Fire Station 59 (was 65)	1201 Lewis Rd	Leesburg	1	10lb. ABC
Fire Station 70 (was 53)	531 Sunnyside Dr	Leesburg	1	10lb. ABC
Fire Station 71 (was 51)	11305 Park Av	Leesburg	3	2-10lb. ABC; 1-5lb. ABC
Fire Station 72 (was 52)	12340 County Rd 44	Leesburg	1	5lb. ABC
Fire Station 82 (was 85)	24939 US Hwy 27	Leesburg	0	(none)
Health Clinic - Leesburg	2113 W. Griffin Rd	Leesburg	0	(none)
Pear Park - Grounds	5336 University Av	Leesburg	1	10lb. ABC
Pear Park Office Bldg.	5336 University Av	Leesburg	3	2-10lb. ABC; 1-15lb. ABC
Sheriff - Lake Square Mall	10401 US Hwy 441	Leesburg	0	(none)
Sheriff's Aircraft Hangar	328-340 Echo Dr	Leesburg	3	2-16lb. CO2; 1-5lb. ABC

SECTION 5 – ATTACHMENTS

RFP Number: 13-0605

Tag Office – Leesburg	1340 Citizens Blvd	Leesburg	2	5lb. ABC
Tower-Leesburg DOT	548 S. 14th St	Leesburg	2	10lb. CO2; 15lb. ABC
Tower-Leesburg Mall Water	10399 US Hwy 441	Leesburg	2	10lb. CO2; 15lb. ABC
Vehicle Maintenance Chemical Shed	2300 W. Griffin Rd	Leesburg	0	(none)
Vehicle Maintenance Heavy-duty Shop	2300 W. Griffin Rd	Leesburg	3	5lb. ABC; 2-10lb. ABC
Vehicle Maintenance Light-duty Shop	2300 W. Griffin Rd	Leesburg	4	5lb. ABC; 3-15lb. ABC
Vehicle Maintenance Storage Bldg.	2300 W. Griffin Rd	Leesburg	0	(none)
Vehicle Maintenance Tire Shop	2300 W. Griffin Rd	Leesburg	2	10lb. ABC
Area II Road Maintenance	609 Diston Ave.	Minneola	2	5lb. ABC; 10lb. ABC
South Battalion Chief	609 Diston Ave.	Minneola	1	5lb. ABC
South Lake Clerk	800 North U.S. Hwy. 27 City Hall	Minneola	0	(none)
Elections Support Center	701 S Rositer St	Mt Dora	8	5lb. ABC
Tower-Mt Dora Water Treatment	1870 SR 46	Mt Dora	2	15lb. ABC; 10lb. CO2
Covanta Incinerator	3830 Rogers Ind Rd	Okahumpka	1	5lb. ABC
Tower-Leesburg Water Treatment	1550 CR 470	Okahumpka	2	10lb. CO2; 15lb. ABC
Community Center - Paisley	24954 CR 42	Paisley	4	5lb. ABC
Ellis Acres	25302 CR 42	Paisley	2	5lb. ABC
Fire Station 13 (was 21)	25250 CR 42	Paisley	3	10lb. ABC

SECTION 5 – ATTACHMENTS

RFP Number: 13-0605

Library - Paisley	24954 CR 42	Paisley	3	5lb. ABC
Paisley Residential Drop-Off	44225 Spring Creek Rd	Paisley	0	(none)
Tower Station 13	25250 County Rd 42	Paisley	2	15lb. ABC; 10lb. CO2
Fire Station 15 (was 35)	40601 Palm Dr	Pine Lakes	2	15lb. ABC
Pine Lakes Residential Drop-Off	32520 SR 44	Pine Lakes	0	(none)
Fire Station 39 (was 31)	31431 Walton Health	Sorrento	2	5lb. ABC
Library - East Lake	31340 County Rd 437	Sorrento	4	3-10lb. ABC 15lb. ABC
Tower-Sorrento	27020 CR 46A	Sorrento	2	10lb. ABC; 10lb. CO2
320 W Main St	320 W Main St	Tavares	9	2-10lb. ABC; 7 5lb. ABC
323 N Sinclair Ave	323 N Sinclair Ave	Tavares	2	5lb. ABC
Ag Center Greenhouses	30208 SR 19	Tavares	2	5lb. ABC
Agricultural Center	1951 Woodlea Rd	Tavares	9	5lb. ABC
Animal Control	28123 County Rd 561	Tavares	2	10lb. ABC
Building E	1300 Duncan Dr. (Hwy 19)	Tavares	4	5lb. ABC
Central Energy Plant - 1975	315 W. Main St (Bldg. 75)	Tavares	2	10lb. ABC
Central Energy Plant - 1990	551 W. Main St (CEP 90)	Tavares	2	10lb. ABC
Central Energy Plant - 2009	445 W. Alfred St.	Tavares	3	5lb. ABC
County Administration Bulking	315 W. Main St (Bldg. A)	Tavares	31	1-10lb. ABC; 30-5lb. ABC

SECTION 5 – ATTACHMENTS

RI/P Number: 13-0605

Detention Center	551 W. Main St	Tavares	61	27-5lb. ABC; 34-10lb. ABC
Emergency Operations Center	425 W. Alfred St.	Tavares	10	5lb. ABC
Environmental Lab	13100 County Landfill Rd	Tavares	5	3-5lb. ABC; 10lb. ABC; 15lb. ABC
Environmental Services Administration	13130 County Landfill Rd	Tavares	2	10lb. ABC; 15lb. ABC
Fuel Station Office	12900 County Landfill Rd	Tavares	2	5lb. ABC
Guardian Ad Litem	418 Alfred St	Tavares	6	5lb. ABC
Haz-Mat Storage	13100 County Landfill Rd	Tavares	2	10lb. ABC
Haz-Mat Trailer	13100 County Landfill Rd	Tavares	2	5lb. ABC
Historic Courthouse	317 W. Main St	Tavares	14	13-5lb. ABC; 1-10lb. ABC
Horticultural Center	1952 Woodlea Rd	Tavares	2	5lb. ABC
Judicial Center	550 W. Main St	Tavares	16	2-5lb. ABC; 6-10lb. ABC; 8-15lb. ABC
Lake County Court House	550 W. Main St	Tavares	0	(none)
Library Services	2401 Woodlea Rd	Tavares	2	5lb. ABC
MIS Storage (2 Bldg.)	13100 County Landfill Rd	Tavares	1	5lb. ABC
Mosquito Control Chemical Storage	401 S. Bloxham Av	Tavares	1	16lb. CO2
Mosquito Control Paint/Service	401 S. Bloxham Av	Tavares	3	2-10lb. ABC; 5lb. ABC
Parking Garage	200 N Sinclair	Tavares	2	5lb. ABC
Property Records Storage	313 S. Bloxham Av	Tavares	2	5lb. ABC

SECTION 5 – ATTACHMENTS

RFP Number: 13-0605

Public Defender	123 N. Sinclair Av	Tavares	8	6-5lb. ABC; 2-10lb. ABC
Public Records Center	122 E. Main St	Tavares	12	1-15lb. ABC; 11-5lb. ABC
Public Records Storage	313 S. Bloxham Ave.	Tavares	4	5lb. ABC
Recycle Facility	13130 County Landfill Rd	Tavares	1	5lb. ABC
Road Operations Facility	12835 County Landfill Rd	Tavares	2	15lb. ABC
Scalehouse	13130 County Landfill Rd	Tavares	1	10lb. ABC
Sheriff's Administration Building	360 Ruby St	Tavares	22	1-10lb. ABC; 21-5lb. ABC
Sheriff's Work Farm	13003 County Landfill Rd	Tavares	1	5lb. ABC
Tower-Tavares Water	316 N. Ingraham Ave	Tavares	2	10lb.CO2; 15lb. ABC
Traffic Operations	28127 CR 561	Tavares	10	2-16lb.CO2; 8-10lb. ABC
WMFO	12835 County Landfill Rd	Tavares	3	5lb. ABC
American Legion	40924 SR 19	Umatilla	3	2 - 5lb ABC; 20lb. ABC
Area III Road Maintenance	19720 5th St	Umatilla	2	5lb. ABC; 10lb. ABC
Community Center - Umatilla	17107 Ball Park Rd	Umatilla	3	5lb. ABC
Fire Station 19 (was 47)	38816 Carroll St	Umatilla	1	15lb. ABC
Fire Station 20 (was 43)	37711 SR 19	Umatilla	3	15lb. ABC
Health Clinic - Umatilla	249 Collins Av	Umatilla	8	7-10lb. ABC; 5lb. ABC
Park - North Lake (Maintenance)	40430 Roger Giles Rd	Umatilla	1	5lb. ABC

SECTION 5 – ATTACHMENTS

RFP Number: 13-0605

Park - North Lake (Baseball Concession)	40400 Roger Giles Rd	Umatilla	1	5lb. ABC
Park - North Lake (Playground Restroom)	40430 Roger Giles Rd	Umatilla	1	5lb. ABC
Park - North Lake (Soccer Concession)	40420 Roger Giles Rd	Umatilla	1	5lb. ABC
Tower-Umatilla SBA	19430 E. 3rd St	Umatilla	2	15lb. ABC; 10lb. CO2
Fire Station 76 (was 81)	8819 County Rd 48	Yalaha	0	(none)

Estimated Quantity - Vehicle Fire Extinguisher Inspections (5lb)	1,500
---	-------

REQUEST FOR CLARIFICATION (1)

Villinis, Donna

From: Villinis, Donna
Sent: Friday, June 28, 2013 7:25 AM
To: beesaftee@aol.com
Cc: Villinis, Donna
Subject: FW: Questions regarding Proposal Pricing

From: Villinis, Donna
Sent: Friday, June 28, 2013 7:23 AM
To: 'carol.hensley@beesaftee.com'
Cc: Villinis, Donna
Subject: Questions regarding Proposal Pricing

Good morning, Carol,

I have a couple questions about the pricing in your proposal:

- 1) On page 54 of pricing section in original document, the first item, Clean Agent Refills, you did not enter anything in this pricing line. Please explain.
- 2) Addendum Two had a pricing block for the Hazardous Material Storage Shed at Solid Waste. There's no price inserted – please explain.
- 3) Addendum Three had a pricing block for the Communications Maintenance Facility fire alarm system. There's no price inserted – please explain.

Thank you very much for clarifying these three items for me. Have a good day.

Donna G. Villinis, CPPB
Senior Contracting Officer
Office of Procurement Services
Lake County, Florida
315 W Main Street
Tavares, FL 34778
Phone: 352-343-9765
Email: dvillinis@lakecountyfl.gov

Villinis, Donna

From: Carol Hensley <c.hensley@beesaftree.com>
Sent: Friday, June 28, 2013 1:45 PM
To: Villinis, Donna
Subject: Proposal

Hello Donna,

I have answers to your three questions.

- ✓ 1. page 54 for Clean Agent Refills - the pricing for this is \$26 per lb. (maximum) could be less depending on cost at the time.
- ✓ 2. Addendum two for Hazardous Storage Shed Ansul System - the pricing for this is \$180 for the year and includes two inspections and all fusible links.
- ✓ 3. Addendum three for Communications Maintenance Facility Alarm System - the pricing for this is \$375.50.

I apologize for over looking these areas and hope you have a great weekend!

--

Carol Hensley

Bea-Saf-Tec Fire Equipment
4072 N Hwy 130
Mc Donough, FL 32107
(352) 335-4000
cmh@bea-saf-tec.com

REQUEST FOR CLARIFICATION (2)

Villinis, Donna

From: Villinis, Donna
Sent: Friday, June 28, 2013 9:21 AM
To: beesaftee@aol.com
Cc: Villinis, Donna
Subject: Clarification requested

Hi Carol,

Under Building 11, the last line, is for Five year hose test – 3 each (for 3 units). Your unit price is \$200.00, but your extended amount is \$1,200.00.

Can you please clarify this?

Thanks!

Donna G. Villinis, CPPB
Senior Contracting Officer
Office of Procurement Services
Lake County, Florida
315 W Main Street
Tavares, FL 34778
Phone: 352-343-9765
Email: dvillinis@lakecountyfl.gov

Villinis, Donna

From: Carol Hensley <c.hensley@beesaftee.com>
Sent: Friday, June 28, 2013 2:42 PM
To: Villinis, Donna
Subject: Fire Hose

Hello again Donna,

Somehow I missed the email regarding the pricing for the five year hose test at building 11. The reason for the price of \$1200 is because when we reviewed the previous reports, that are available online, it stated that there are 6 hoses at a cost of \$200ca.

—

Carol Hensley

Beesaf-Tee Tire Equipment
4072 N Hwy 190
Mt. Donna, TX 78759
(352) 343-2707
(352) 600-4868 fax



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 23, 2016		
Agenda Item Name		
Bid Award		
Requested Action		
Motion to approve contract between the City of Clermont and JPR Universal Construction, LLC. to provide all labor, material and equipment necessary for drainage improvements to East Montrose St., E. Minneola Ave, and Roane Rd.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. The Public Works Department contacted the Purchasing Department to determine the most effective manner to contract a company to provide drainage improvements from East Montrose to Pitt Street. The Purchasing Department issued a Request for Bid (RFB) number 16-016 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were eight (8) responses to the RFB. \$700,000 in funds for this project are derived from federal funds, appropriated by the Community Development Block Grant Program (CDBG) number 15DB-OH-06-45-02-N44. The City's match is \$125,000. Award is being recommended to the lowest qualified, responsive and responsible bidder JPR Universal Construction, LLC. at the lump sum base bid amount of \$700,220.27 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$125,000 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 16-016 Response Tabulation	RFB 16-016 Response Tabulation.pdf	



RESPONSE TABULATION

RFB 16-016, DRAINAGE IMPROVEMENTS FROM EAST MONTROSE TO PITT STREET – CDBG
DUE DATE/TIME: SEPTEMBER 10, 2015 AT 2:00 P.M. (EST)

COMPANY NAME	BID BOND	ADD 1	ADD 2	LUMP SUM BASE BID	ALT. 1	ALT. 2	ALT. 3	BASE BID + ALT. 1, 2, 3
JPR Universal Construction, LLC. – Clearwater, FL	Y	Y	Y	\$700,220.27	\$198,507.21	\$50,160.49	\$38,699.12	\$987,587.09
Ciraco Underground, Inc. – Belleview, FL	Y	Y	Y	\$781,952.60	\$189,568.78	\$97,256.50	\$38,274.50*	\$1,107,052.38*
Jordan Brothers Construction, LLC. – Orlando, FL	Y	Y	Y	\$856,840.02	\$192,823.13	\$72,804.24	\$58,623.85	\$1,181,091.24
Allstate Paving, Inc. – Orlando, FL	Y	Y	Y	\$864,950.00*	\$198,000.00	\$114,000.00	\$78,000.00	\$1,254,950.00*
Florida Safety Contractors – Tampa, FL	Y	Y	Y	\$923,643.00	\$244,328.00	\$76,207.00	\$48,990.00	\$1,293,168.00
C.E. James, Inc. – Oviedo, FL	Y	Y	Y	\$942,444.50	\$222,198.00	\$68,125.00	\$45,210.00	\$1,277,977.50
Tamrio, LLC. – Miami, FL	Y	Y	Y	\$969,824.50	\$208,757.00	\$65,242.00	\$59,458.00	\$1,303,281.50
Villages Construction, Inc. – Leesburg, FL	Y	N	N	\$988,669.00	\$218,585.00	\$158,950.00	\$132,000.00	\$1,498,204.00



RESPONSE TABULATION

*Ciraco Underground, Inc. – Correction made to Alternate 3 from \$53,680.00 to \$23,180.00 due to mathematical error. Base Bid + Alt. 1, 2, and 3 total was adjusted to reflect the change.

*Allstate Paving, Inc. – Correction made to Lump Sum Base Bid from \$862,000.00 to \$864,950.00 due to mathematical error. Base Bid + Alt. 1, 2, and 3 total was adjusted to reflect the change.

Based Bid is composed of Pitt Street, East Minneola, East Montrose, and Roane Street projects.

Additive Alternate 1: East Desoto Street Sidewalks.

Additive Alternate 2: East Minneola Sidewalks.

Additive Alternate 3: Roane Street Sidewalks.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

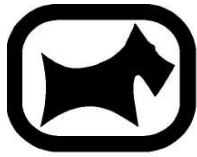
Meeting Date		
Tuesday, February 23, 2016		
Agenda Item Name		
Bid Award		
Requested Action		
Motion to approve bid award to Mobile Concepts by Scotty to acquire a fire safety emergency training trailer in the amount of \$98,989.		
Staff Report		
The Purchasing Department and the Fire Department recommend approval of the above action. The Fire Department contacted the Purchasing Department to determine the most effective manner to acquire a fire safety emergency training trailer. The Purchasing Department issued a Request for Bid (RFB) number 16-014 to purchase the equipment. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There was a single respondent to the RFB. Due to having a single respondent to the bid, the Purchasing Department in conjunction with the Fire Department negotiated the bid price from \$102,948 to \$98,989, a reduction of \$3,959. Award is being recommended to single responsive bidder Mobile Concepts by Scotty, Inc. at the negotiated price of \$98,989 who complied with all terms, conditions, and specifications stated in the RFB. The Fire Department applied for the Assistance to Firefighters Grant Program provided by the U.S. Department of Homeland Security and was awarded the grant in the amount of \$94,286. A condition of the grant requires the City to pay a matching amount up to 5% or \$4,703.		
Additional Analysis		
Fiscal Impact Summary		
The purchase is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 16-014 Response Tabulation	RFB 16-014 Response Tabulation.pdf	
2. Negotiated Price	Negotiated Price.pdf	
3. Grant Award Letter	Grant Award Letter.pdf	
4. Ad	RFB 16-014 Fire safety emergency.docx	



RESPONSE TABULATION

RFB 16-014, FIRE SAFETY EMERGENCY TRAINING TRAILER
DUE DATE/TIME: JANUARY 14, 2016 AT 2:00 P.M. (EST)

COMPANY NAME	TOTAL PRICE
Mobile Concepts by Scotty – Mount Pleasant, PA	\$102,948.00



*Mobile
Concepts*
by SCOTTY

Quote

This Quote is valid through 6/16

480 Bessemer Road
Mt Pleasant, PA 15666
724-542-7640
724-542-7648 FAX
www.MobileConcepts.com



POC: Chris Simon, Chris@MobileConcepts.com
2/5/16

Prepared for:
Jennifer Pierce
Clermont Fire Department
685 West. Montrose St.
Clermont, FL 34711

ITEM	UNIT PRICE	QUANTITY	TOTAL PRICE
2016 SCOTTY MobileClassroom32iSprinkler Dimensions: 23'L x 8' W x 11'H InterPlayHQ Fire Safety House w/sprinkler room Bedroom & Kitchen <i>Front kitchen stage; Rear sprinkler to teach sprinkler safety</i> Standard features of the InterPlayHQ Interior ✓ Kitchen stage and special effects ✓ Urban-chic cabinets, countertops and finishes ✓ Life-like oven and range top fire simulations ✓ Corresponding question & answer video program ✓ 10 student response clickers ✓ Computer components for optional HD safety video subscription service (ContentNOW) ✓ Additional DVD safety video content developed by credible sources ✓ Automatic special effects including heat, lighting, sound & smoke ✓ Enhanced lighting: black light for carpet, theater stage lights, dimming floor lights, ceiling lights ✓ Non-toxic smoke system & smoke alarms ✓ 37" LCD monitor ✓ Surround sound system w/speakers ✓ WIFI antenna installed ✓ "Plug and play" rack mounted computer components in vented space ✓ Interior wall finish: fire-rated high definition	92,240.00	1	92,240.00

laminate certified by GREENGUARD Children & Schools Certification Program ✓ Exterior finish: choice of white fiberglass ✓ Rims: aluminum alloy wheels ✓ Axles: two (2) 5,200 lb. electric brake torsion axles ✓ Stabilizing Jacks: four (4) heavy duty jacks on all 4 corners ✓ A-Frame hitch: 2 5/16" adjustable coupler w/electric hitch jack & safety chains ✓ Sidewalls: 2x3, 16" OC ✓ Electrical: trailer receptacle is NEMA style 125/250 VAC 50 amp ✓ Two (2) power exhaust fans ✓ Two (2) 13,500 BTU Air Conditioners			
Honda ☐ On-Site Super Quiet Generator (60dB) on Hitch (electric start) only. A built in inverter system provide ultra clean power for peak electronic performance. Includes Soft Vinyl Honda ☐ Cover	4,990.00	1	4,990.00
Wheelchair Ramp w/On-Board Storage Compartment Ramp is 7' in length (does not meet ADA slope requirements). Instructor is to provide assistance for entering and exiting vehicle. Aluminum Foldable Design weighs 44 lbs. Interior storage provided.	975.00	1	975.00
Smoke Alarm for Hearing-Impaired w/Strobe Light Installed in place of standard residential detector	289.00	1	289.00
Pull Station with Horn & Strobe Includes Master Cut-Off Switch	495.00	1	495.00
Total			\$98,989.00

Specifications for the InterplayHQ iSprinkler

Gel Coat Fiberglass exterior

Width	8 Feet
Length	35 Feet
Exterior Height	10 Feet 11 Inches
Interior Height	7 Feet 5 Inches

Gross Vehicle Weight	10400 lb. (approx. weight; will vary based on selected options)
Axle Weight	9200 lb.
Hitch Weight	1200 lb. (does not include weight of an optional generator)
Gross Vehicle Weight Rating	10,400 lb.

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Ms. Jennifer Pierce
City of Clermont (FL) Fire Department
439 W Highway 50
Clermont, Florida 34711-3031

Re: Grant No.EMW-2014-FP-00438

Dear Ms. Pierce:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant Program - Fire Prevention and Safety Grant has been approved in the amount of \$94,286.00. As a condition of this award, you are required to contribute a cost match in the amount of \$4,714.00 of non-Federal funds, or 5 percent of the Federal contribution of \$94,286.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Program - Fire Prevention and Safety Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in

the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - FIRE PREVENTION AND SAFETY GRANTS
Application

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2014-FP-00438
GRANTEE: City of Clermont (FL) Fire Department
DUNS NUMBER: 619250710
AMOUNT: \$99,000.00, Fire Prevention

Project Description

The purpose of the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

13-AUG-15 to 12-AUG-16

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$99,000.00

Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$99,000.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)**FEMA Officials**

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Chanee Williams at Chanee.Williams@dhs.gov

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants

GRANTEE: City of Clermont (FL) Fire Department

PROGRAM: Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants

AGREEMENT NUMBER: EMW-2014-FP-00438

AMENDMENT NUMBER:

TABLE OF CONTENTS

Article I	Assurances, Administrative Requirements and Cost Principles
Article II	Acknowledgement of Federal Funding from DHS
Article III	Activities Conducted Abroad
Article IV	Age Discrimination Act of 1975
Article V	Americans with Disabilities Act of 1990
Article VI	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article VII	Title VI of the Civil Rights Act of 1964
Article VIII	Civil Right Act of 1968
Article IX	Copyright
Article X	Debarment and Suspension
Article XI	Drug-Free Workplace Regulations
Article XII	Duplication of Benefits
Article XIII	Energy Policy and Conservation Act
Article XIV	Reporting Subawards and Executive Compensation
Article XV	False Claims Act and Program Fraud Civil Remedies
Article XVI	Federal Debt Status
Article XVII	Fly America Act of 1974
Article XVIII	Hotel and Motel Safety Act of 1990
Article XIX	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XX	Lobbying Prohibitions
Article XXI	Non-supplanting Requirement

Article XXII	Patents and Intellectual Property Rights
Article XXIII	Procurement of Recovered Materials
Article XXIV	Contract Provisions for Non-federal Entity Contracts under Federal Awards
Article XXV	SAFECOM
Article XXVI	Terrorist Financing E.O. 13224
Article XXVII	Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)
Article XXVIII	Trafficking Victims Protection Act of 2000
Article XXIX	Rehabilitation Act of 1973
Article XXX	USA Patriot Act of 2001
Article XXXI	Use of DHS Seal, Logo and Flags
Article XXXII	Whistleblower Protection Act
Article XXXIII	DHS Specific Acknowledgements and Assurances
Article XXXIV	System of Award Management and Universal Identifier Requirements
Article XXXV	Animal Welfare Act of 1966
Article XXXVI	Protection of Human Subjects
Article XXXVII	Incorporation by Reference of Funding Opportunity Announcement
Article XXXVIII	Acceptance of Post Award Changes

I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VIII. **Civil Rights Act of 1968**

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see [24 C.F.R. § 100.201](#)).

IX. **Copyright**

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and

subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access

obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. Procurement of Recovered Materials

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. Contract Provisions for Non-federal Entity Contracts under Federal Awards**a. Contracts for more than the simplified acquisition threshold set at \$150,000.**

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking*

Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. Incorporation by Reference of Funding Opportunity Announcement

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

XXXVII. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2014-FP-00438	2. AMENDMENT NO. 0	3. RECIPIENT NO. 59-6000290	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX02757N2015T
6. RECIPIENT NAME AND ADDRESS City of Clermont (FL) Fire Department 439 W Highway 50 Clermont Florida, 34711-3031	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20472 POC: Rosalie Vega		8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472	
9. NAME OF RECIPIENT PROJECT OFFICER Jennifer Pierce	PHONE NO. 3522417317	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 13-AUG-15	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:13-AUG-15 To:12-AUG-16	
Budget Period From:16-APR-15 To:30-SEP-15				

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
FP	97.044	2015-F4-C111-P4310000-4101-D	\$0.00	\$94,286.00	\$94,286.00	\$4,714.00
TOTALS			\$0.00	\$94,286.00	\$94,286.00	\$4,714.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A**16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**

Assistance to Firefighters Grant - Fire Prevention and Safety Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A**DATE**
N/A**18. FEMA SIGNATORY OFFICIAL (Name and Title)**
Rosalie Vega**DATE**
11-AUG-15

REQUEST FOR BIDS

The City of Clermont is requesting bids from qualified respondents to purchase one fire safety emergency training trailer (RFB 16-014). All responses must be received prior to **2:00 P.M. on Thursday, January 14, 2016**. Information may be obtained from the City's website at www.clermontfl.gov

Publication Date: Newspaper
December 10, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 23, 2016		
Agenda Item Name		
Resolution No. 2016-04		
Requested Action		
Request approval of City of Clermont, Florida Infrastructure Sales Surtax Revenue Note, Series 2016 in the amount of \$5,300,000		
Staff Report		
The Infrastructure Sales Surtax Revenue Note, Series 2016 is proposed in order to provide financing for the Police Headquarters construction project. The loan is in the amount of \$5,300,000 for 15 years at a fixed interest rate of 2.12% from JP Morgan Chase. The loan will be repaid from the Infrastructure Sales Tax that was recently renewed by Lake county residents. As discussed at the City Council meeting on February 9th, the JP Morgan Chase proposal was the lowest of the five proposals received on January 20. The loan closing is scheduled for March 3rd.		
Additional Analysis		
Fiscal Impact Summary		
The average annual debt service associated with this loan is approximately \$423,000, which is \$217,000 less than the annual debt service associated with the current Infrastructure Sales Tax Loan that will be paid off on December 1, 2017.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2016-04	Resolution No 2016-04 - 2-23-16.doc	
2. Infrastructure Revenue Loan	Loan Agreement - Infrastructure Sales Surtax Revenue Note Series 2016 - 2-23-16.doc	

**CITY OF CLERMONT
RESOLUTION NO. 2016-04**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ACCEPTING THE PROPOSAL OF JPMORGAN CHASE BANK, N.A. TO PROVIDE THE CITY WITH A LOAN IN A PRINCIPAL AMOUNT NOT TO EXCEED \$5,300,000 FOR THE PURPOSES OF (I) FINANCING ALL OR A PART OF THE COSTS OF A CAPITAL PROJECT CONSISTING OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A NEW MUNICIPAL POLICE STATION, AND (II) PAYING THE RELATED CLOSING COSTS; AUTHORIZING SUCH PROJECT; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID BANK AND AN INFRASTRUCTURE SALES SURTAX REVENUE NOTE, SERIES 2016 IN A PRINCIPAL AMOUNT EQUAL TO THE PRINCIPAL AMOUNT OF SUCH LOAN; PLEDGING THE INFRASTRUCTURE SALES SURTAX REVENUES RECEIVED BY THE CITY TO SECURE THE PAYMENT OF SUCH SERIES 2016 NOTE; DESIGNATING SUCH SERIES 2016 NOTE FOR THE EXCEPTION TO THE PROVISIONS CONTAINED IN THE INTERNAL REVENUE CODE OF 1986 WHICH DENY FINANCIAL INSTITUTIONS ANY DEDUCTIONS FOR INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, as follows:

SECTION 1. AUTHORITY FOR THIS RESOLUTION.

This Resolution is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law.

SECTION 2. FINDINGS.

It is hereby ascertained, determined and declared:

- (A) The City deems it necessary, desirable and in the best interests of the City that the City undertake to (i) finance all or a part of the costs of the acquisition, construction and equipping of a new municipal police station (the "Project"), and (ii) pay related closing costs, as more particularly described in this Resolution and the Loan Agreement (as defined herein).

CITY OF CLERMONT
RESOLUTION NO. 2016-04

- (B) The City has obtained a proposal for a not to exceed \$5,300,000 loan (the “Loan”) from JPMorgan Chase Bank, N.A. (the “Bank”), the proceeds of which will be applied to finance all or a part of the costs of the Project and related closing costs.
- (C) The Loan will be secured by a Loan Agreement to be executed and delivered by and between the City and the Bank substantially in the form attached hereto as Exhibit B (the “Loan Agreement”), pursuant to which the City will issue its Infrastructure Sales Surtax Revenue Note, Series 2016 (the “Note”) to secure the repayment of the Loan.
- (D) The costs of the Project and related closing costs will be financed from the proceeds of the Loan.
- (E) Pursuant to Section 212.055(2), Florida Statutes as amended, the governing authority of each county in the State of Florida (the “State”) may levy a local government discretionary infrastructure sales surtax (the “Infrastructure Sales Surtax”) in accordance with the provisions thereof and subject to an approving referendum of the electors of the county.
- (F) Pursuant to Ordinance No. 1987-9 enacted by the Board of County Commissioners of Lake County, Florida (the “County”) and pursuant to an approving referendum of the electors of the County held on November 3, 1987, the County levied a one-percent Infrastructure Sales Surtax; pursuant to Ordinance No. 2001-123, enacted by the Board of County Commissioners of the County and pursuant to an approving referendum of the electors of the County held on November 6, 2001, the Infrastructure Sales Surtax was extended for a term commencing on January 1, 2003 through December 31, 2017; and pursuant to Ordinance No. 2015-22 and Ordinance No. 2015-41 enacted by the Board of County Commissioners of the County and pursuant to an approving referendum of the electors of the County held on November 3, 2015, the Infrastructure Sales Surtax was extended for a term commencing on January 1, 2018 through December 31, 2032. The proceeds of the Infrastructure Sales Surtax are distributed to the County, the School Board of the County and the municipalities within the County in accordance with the provisions of Section 212.055(2) Florida Statutes, as amended.

CITY OF CLERMONT
RESOLUTION NO. 2016-04

- (G) The Infrastructure Sales Surtax proceeds received by the City from the levy and collection of the Infrastructure Sales Surtax pursuant the provisions of the Section 212.055(2), Florida Statutes, as amended (the “Pledged Revenues”), may be pledged by the City to secure the payment of debt service on indebtedness incurred to finance the cost of capital projects as provided in the Section 212.055(2), Florida Statutes, as amended.
- (H) The City deems it necessary, desirable and in the best interests of the City to pledge the Pledged Funds (as defined in the Loan Agreement), including the Pledged Revenues, to secure the payment of the principal of and interest on the Note in the manner provided herein and in the Loan Agreement.
- (I) The Loan will be repaid solely from the Pledged Funds as provided in the Loan Agreement. The ad valorem taxing power of the City will never be necessary or authorized to pay the amounts due on the Loan.
- (J) It is not reasonably anticipated that more than \$10,000,000 of tax-exempt obligations under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) will be issued by or on behalf of the City in calendar year 2016, excluding the City’s proposed Public Improvement Refunding Revenue Note, Series 2016.
- (K) The City is advised that due to the present volatility of the market for municipal debt, it is in the best interest of the City to issue the Note pursuant to the Loan Agreement by negotiated sale, allowing the City to issue the Note at the most advantageous time, rather than a specified advertised future date, thereby allowing the City to obtain the best possible price, interest rate and other terms for the Note and, accordingly, the City Council of the City hereby finds and determines that it is in the best financial interest of the City that a negotiated sale of the Note pursuant to the Loan Agreement be authorized.

SECTION 3. AUTHORIZATION OF THE PROJECT.

The City hereby authorizes the Project.

CITY OF CLERMONT
RESOLUTION NO. 2016-04

SECTION 4. ACCEPTANCE OF PROPOSAL.

The City hereby accepts the proposal of the Bank to provide the City with the Loan.

SECTION 5. AUTHORIZATION OF LOAN AGREEMENT.

The Loan and the repayment of the Loan by the City shall be pursuant to the terms and provisions of a Loan Agreement. The City hereby authorizes the Mayor of the City (the "Mayor") and the City Clerk or the Assistant City Clerk of the City (the "City Clerk") to execute and deliver on behalf of the City the Loan Agreement by and between the City and the Bank substantially in the form attached hereto as Exhibit A, with such changes, insertions and additions as they may approve, such approval to be evidenced conclusively by the Mayor's execution thereof.

SECTION 6. AUTHORIZATION OF NOTE TO FINANCE THE COST OF THE PROJECT.

The City does hereby authorize the issuance of the Note in the principal amount of not exceeding \$5,300,000 for the purpose of providing the City with sufficient funds to finance all or a part of the cost of the Project and relating closing costs. The Mayor and City Clerk are hereby authorized to execute, seal and deliver on behalf of the City, the Note and other documents, instruments, agreements and certificates necessary or desirable to effectuate the Loan and the Project as provided in the Loan Agreement. The Note shall be issued in the principal amount (not exceeding \$5,300,000), shall bear interest at the initial interest rate (not exceeding 2.12%, subject to adjustment as provided therein), shall have a final maturity date (not later than sixteen years after the date of issuance thereof) and shall have such other terms, all as set forth in the Loan Agreement and the Note authorized herein and executed and delivered in connection with Loan. The Note shall not be secured by a debt service reserve fund.

SECTION 7. DESIGNATION OF NOTE AS QUALIFIED TAX-EXEMPT OBLIGATIONS.

The City hereby designates the Note described in Section 6 hereof as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. This designation is based upon the findings of the City set forth in Section 2(J) of this Resolution and the Mayor is authorized to recertify such findings upon the issuance of the Note.

CITY OF CLERMONT
RESOLUTION NO. 2016-04

SECTION 8. PLEDGE OF PLEDGED FUNDS; LIMITED OBLIGATION.

The City hereby pledges the Pledged Funds, including the Pledged Revenues, to secure the payment of the principal of and interest on the Note in the manner provided herein and in the Loan Agreement. The obligation of the City to pay the Note is a limited and special obligation payable solely from the Pledged Funds in the manner and to the extent set forth in the Bond Resolution and shall not be deemed a pledge of the faith and credit or taxing power of the City and such obligation shall not create a lien on any property whatsoever of or situated within the City other than the Pledged Funds.

SECTION 9. GENERAL AUTHORIZATION.

The Mayor, City Clerk, the City Manager, the Administrative Services Director, the Finance Director, and other employees or agents of the City are authorized to execute and deliver such documents, instruments and contracts, and are hereby authorized and directed to do all acts and things required hereby as may be necessary for the full, punctual and complete performance of the Loan Agreement and the Note and all the terms, covenants, provisions and agreements herein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution.

SECTION 10. REPEAL OF INCONSISTENT DOCUMENTS.

All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 11. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2016-04

PASSED, APPROVED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, on this 23rd day of February, 2016.

CITY OF CLERMONT

(OFFICIAL SEAL)

By: _____
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

CITY OF CLERMONT
RESOLUTION NO. 2016-04

EXHIBIT A

Loan Agreement

LOAN AGREEMENT

between

CITY OF CLERMONT, FLORIDA

and

JPMORGAN CHASE BANK, N.A.

Dated March 3, 2016

Relating to:

**CITY OF CLERMONT, FLORIDA
INFRASTRUCTURE SALES SURTAX REVENUE NOTE
SERIES 2016**

TABLE OF CONTENTS

Page

ARTICLE 1

DEFINITION OF TERMS

Section 1.1	Definitions.....	1
Section 1.2	Interpretation.....	4
Section 1.3	Titles and Headings.....	4

ARTICLE 2

REPRESENTATIONS, WARRANTIES AND COVENANTS; SECURITY FOR NOTE; ADDITIONAL OBLIGATIONS

Section 2.1	Representations by the City.....	4
Section 2.2	General Representations, Warranties and Covenants of the Bank.....	5
Section 2.3	Making of Loan.....	5
Section 2.4	Tax Covenants.....	5
Section 2.5	Note not to be Indebtedness of the City or State.....	6
Section 2.6	Security for Note.....	6
Section 2.7	Payment Covenant; Revenue Fund; Debt Service Fund.....	6
Section 2.8	Audit, Budget and Other Information.....	7
Section 2.9	Construction Fund.....	7
Section 2.10	Receipt of Pledged Revenues.....	8

ARTICLE 3

DESCRIPTION OF NOTE; PAYMENT TERMS; OPTIONAL PREPAYMENT

Section 3.1	Description and Payment Terms of the Note.....	9
Section 3.2	Required Coverage Ratio.....	10
Section 3.3	Issuance of Additional Obligations.....	10

ARTICLE 4

ISSUANCE OF NOTE

Section 4.1	Issuance of Note.....	11
Section 4.2	Application of Proceeds.....	12

ARTICLE 5

EVENTS OF DEFAULTS; REMEDIES

Section 5.1	Events of Default.	12
Section 5.2	Remedies.	13
Section 5.3	Waiver of Jury Trial.	13
Section 5.4	Notice of Defaults.	13

ARTICLE 6

MISCELLANEOUS

Section 6.1	Amendments, Changes or Modifications to the Agreement.	13
Section 6.2	Counterparts.	13
Section 6.3	Severability.	14
Section 6.4	Term of Agreement.	14
Section 6.5	Assignment.	14
Section 6.6	Notices.	14
Section 6.7	Applicable Law.	14
Section 6.8	Incorporation by Reference.	14

EXHIBIT A - Form of Note

LOAN AGREEMENT

This LOAN AGREEMENT (this “Agreement”) is made and entered into on March 3, 2016, between the CITY OF CLERMONT, a municipality created and existing under and by virtue of the laws of the State of Florida (the “City”), and JPMORGAN CHASE BANK, N.A., Orlando, Florida, a national banking association and its successors and assigns (the “Bank”).

WITNESSETH:

WHEREAS, the City is authorized pursuant to Chapter 166, Part II, Florida Statutes, as amended, Section 212.055(2), Florida Statutes, as amended, and other applicable provisions of law (collectively the “Act”), to, among other things, undertake to (a) finance all or a part of the costs of the Project (as defined herein), and (b) pay related closing costs; and

WHEREAS, the City deems it necessary, desirable and in the best interest of the City that the City undertake the Project; and

WHEREAS, the Bank is willing to make available to the City, and the City is willing to enter into, a loan pursuant to the terms and provisions of this Agreement in the principal amount of \$5,300,000 under which the City may finance all or a part of the costs of the Project and related closing costs.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

ARTICLE 1

DEFINITION OF TERMS

Section 1.1 Definitions.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Resolution. The terms defined in this Article 1 shall, for all purposes of this Agreement, have the meanings specified in this Article 1, unless the context clearly otherwise requires.

“Act” shall mean Chapter 166, Part II, Florida Statutes, as amended, Section 212.055(2) Florida Statutes, as amended, and other applicable provisions of law.

“Agreement” shall mean this Loan Agreement dated March 3, 2016, between the City and the Bank and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

“Authorized City Officer” for the performance on the behalf of the City of any act of the City or the execution of any instrument on behalf of the City shall mean any person authorized by resolution or certificate of the City to perform such act or sign such document.

“Bank” shall mean JPMorgan Chase Bank, N.A., Orlando, Florida, and its successors and assigns.

“Bond Counsel” shall mean Foley & Lardner LLP, Jacksonville, Florida or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

“Business Day” or “business day” shall mean any day other than a Saturday, Sunday or a day on which banking institutions within the State are authorized or required by law to remain closed.

“City” shall mean the City of Clermont, Florida.

“City Clerk” shall mean the City Clerk of the City and such other person as may be duly authorized to act on his or her behalf.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and applicable rules and regulations thereto and thereunder.

“Construction Fund” shall mean the Construction Fund established pursuant to Section 2.9 hereof.

“Costs” when used in connection with the Project, shall mean costs of the Project paid by the City after November 3, 2015, which are permissible uses of the Pledged Revenues under Section 212.055(2)(d), Florida Statutes, as amended, consisting of (i) the City’s costs of physical construction, (ii) costs of acquisition by or for the City of the Project (iii) costs of land and interest therein and the costs of the City incidental to such acquisition, (iv) the cost of any indemnity and surety bonds and premiums for insurance during construction, (v) all interest due to be paid on the Note and other obligations related to the Project during the construction period of the Project and for a reasonable period thereafter, (vi) engineering, legal and other consultant fees and expenses, (vii) costs and expenses incidental to the issuance of the Note, (viii) costs of machinery, furnishings or equipment required by the City for the commencement of operation of the Project and (ix) any other costs properly attributable to the issuance of the Note and such construction or acquisition, as determined by generally accepted accounting principles and may include reimbursement to the City of any such items of Costs heretofore paid by the City.

“Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 2.7 hereof.

“Default Rate” shall mean the lesser of [interest rate payable on the Note plus 2%] or the maximum rate of interest permitted by law.

“Fiscal Year” shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

“Interest Payment Date” shall have the meaning ascribed thereto in Section 3.1(c) hereof.

“Mayor” shall mean the Mayor of the City and such other person as may be duly authorized to act on his or her behalf.

“Note” shall mean the revenue note authorized by the Resolution and delivered by the City to the Noteholder in accordance with the requirements set forth in Article 4 hereof.

“Noteholder” shall mean the Bank as the holder of the Note, or any other registered holder of the Note.

“Pledged Funds” shall mean the Pledged Revenues and, until applied in accordance with the provisions of the Agreement, the proceeds of the Note and all moneys, including investments thereof, in the Construction Fund, the Revenue Fund and the Debt Service Fund.

“Pledged Revenues” shall mean the proceeds received by the City from the levy in collection of the local government discretionary infrastructure sales surtax pursuant to Section 212.055(2), Florida Statutes, as amended.

“Project” shall mean the acquisition, construction and equipping of a new municipal police station.

“Register” means the books maintained by the Registrar in which are recorded the name and address of the registered owner of the Note.

“Registrar” means the Finance Director of the City, as the person maintaining the Register.

“Resolution” shall mean Resolution No. 2016-04 adopted by the City Council of the City on February __, 2016, which provided for the issuance of the Note and authorized the execution and delivery of this Agreement, as the same may be amended and supplemented from time to time in accordance with the provisions thereof.

“Revenue Fund” shall mean the Revenue Fund established pursuant to Section 2.7 hereof.

“State” shall mean the State of Florida.

“Tax Certificate” shall have the meaning ascribed to such term in Section 2.4 hereof.

Section 1.2 Interpretation.

Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.3 Titles and Headings.

The titles and headings of the articles and sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE 2

REPRESENTATIONS, WARRANTIES AND COVENANTS; SECURITY FOR NOTE; ADDITIONAL OBLIGATIONS

Section 2.1 Representations by the City.

The City represents, warrants and covenants that:

(a) The City is a municipality validly created and existing under the laws of the State. Pursuant to the Resolution, the City (i) has duly authorized the execution and delivery of this Agreement and the performance by the City of all of its obligations hereunder, and (ii) has duly authorized the Note issued hereunder and the performance by the City of all its obligations relating thereto.

(b) The City has complied with and will continue to comply with all of the provisions of the Constitution and laws of the State, and has full power and authority to enter into and consummate all transactions contemplated by this Agreement or under the Note, and to perform all of its obligations hereunder and the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the City is a party or by which the City is bound.

(c) The City is duly authorized and entitled to issue the Note and to enter into this Agreement. Each of this Agreement and, when issued in accordance with the terms of this Agreement, the Note will constitute a legal, valid and binding obligation of the City enforceable in accordance with its terms, subject as to enforceability to bankruptcy, insolvency, moratorium,

reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(d) There are no actions, suits or proceedings pending or, to the best knowledge of the City, threatened against or affecting the City, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the City to perform the City's obligations under this Agreement or under the Note.

(e) No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the City of this Agreement, the Note and the related documents, except such as have been obtained, given or accomplished and copies of which have been provided to the Bank.

(f) Except as disclosed in writing to the Bank, the City is not in default in the payment when due of any indebtedness of the City.

(g) The financial statements of the City for the Fiscal Year ending September 30, 2014, copies of which have been furnished to the Bank, have been prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the City as of such date and the results of its operations for the period then ended. Since September 30, 2014, there has been no material adverse change in the financial condition, revenues, properties or operations of the City.

Section 2.2 General Representations, Warranties and Covenants of the Bank.

The Bank hereby represents, warrants and agrees that it is a national banking association authorized to do business in the State and authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such execution and delivery will not constitute a violation of its charter, articles of association or bylaws.

Section 2.3 Making of Loan.

Pursuant to the terms and provisions of this Agreement, the Bank agrees to make a loan to the City for the purpose of financing all or a part of the costs of the Project and paying related closing costs.

Section 2.4 Tax Covenants.

(a) The City hereby covenants with the holder of the Note that in order to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Note, it shall comply with each requirement of the Code applicable to the Note. In furtherance of the covenant contained in the preceding sentence, the City agrees to continually

comply with the provisions of the Tax Certificate to be executed by the City relating to the Note, as such Certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code (referred to herein as the “Tax Certificate”).

(b) The City hereby covenants with the holder of the Note that it shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Note pursuant to Section 148(f) of the Code.

(c) So long as necessary in order to maintain the exclusion from gross income of interest on the Note for federal income tax purposes, the covenants contained in this Section 2.4 shall survive the payment of the Note and the interest thereon, including any payment or defeasance thereof.

(d) The City hereby covenants with the holder of the Note that it shall not take or permit any action or fail to take any action which would cause the Note (i) to be an “arbitrage bond” within the meaning of Section 148(a) of the Code or (ii) not to be a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 2.5 Note not to be Indebtedness of the City or State.

The Note, when delivered by the City pursuant to the terms of this Agreement, shall not be or constitute an indebtedness of the City, the State or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable from and secured by a lien upon and pledge of the Pledged Funds, in the manner and to the extent provided in the Resolution and herein. No Noteholder shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form on any property therein to pay the Note or the interest thereon. The Note is a special and limited obligation payable as to principal and interest from the Pledged Funds in the manner and to the extent provided herein.

Section 2.6 Security for Note.

The Note shall be secured by and payable from the Pledged Funds as provided in the Resolution. The City does hereby irrevocably pledge the Pledged Funds to the payment of the Note in accordance with the provisions hereof and of the Resolution. The pledge of and lien on the Pledged Funds shall attach at the time of delivery of the Note. The Note shall be secured by a lien upon the Pledged Revenues on a parity with the lien upon the Pledged Revenues securing any additional obligations secured by the Pledged Revenues and shall be of equal rank any such additional obligations.

Section 2.7 Payment Covenant; Revenue Fund; Debt Service Fund.

(a) The City covenants that it shall duly and punctually pay from the Pledged Funds the principal of and interest on the Note at the dates and place and in the manner provided

herein and in the Note according to the true intent and meaning thereof and all other amounts due under this Agreement.

(b) There is hereby created a fund entitled “City of Clermont, Florida Infrastructure Sales Surtax Revenue Fund (the “Revenue Fund”).” All Pledged Revenues shall be deposited as received into the Revenue Fund.

(c) There is hereby created a fund entitled “City of Clermont, Florida Debt Service Fund (the “Debt Service Fund”). There shall be established in the Debt Service Fund a separate subaccount to be used to pay debt service on the Note and a separate subaccount for each other issue of obligations secured by the Pledged Revenues on a parity basis with the Note, which obligations have been issued in accordance with the provisions of Section 3.3 hereof.

(d) On or before the 25th day of each month, the moneys in the Revenue Fund shall be deposited or credited to each such subaccount in the Debt Service Fund in an amount equal to the debt service accruing on the respective obligations during such month to provide for the amount required to timely pay debt service on such respective obligations on the next debt service payment date, plus any deficiencies in any prior monthly payments to the respective subaccounts. The moneys on deposit in the respective subaccounts in the Debt Service Fund shall be applied to pay the debt service on the respective obligations secured by the various subaccounts on each date on which such debt service shall be due in payable. Each such subaccount in the Debt Service Fund will secure the related obligations with respect to which such subaccount was established. The balance of Pledged Revenues remaining in the Revenue Fund after such monthly transfers to the respective subaccounts in the Debt Service Fund shall be transferred at the discretion of the City to any other appropriate fund or account of the City and used by the City for any lawful purpose.

Section 2.8 Audit, Budget and Other Information.

The City will furnish to the Bank (i) within 210 days of each Fiscal Year a comprehensive annual financial report of the City for such Fiscal Year, which shall include a balance sheet as of the end of such fiscal year, audited without scope limitations by independent certified public accountants of recognized standing selected by the City and satisfactory to the Bank, (ii) within 30 days of such adoption the annual budget of the City for the upcoming Fiscal Year and (iii) such other information as the Bank may require. Reports shall be prepared in accordance with generally accepted accounting principles and provided to the Bank without charge.

Section 2.9 Construction Fund.

(a) There is hereby created a fund entitled “City of Clermont, Florida Infrastructure Sales Surtax Revenue Note, Series 2016 Construction Fund” (the “Construction Fund”), which shall be used only for the payment of Costs of the Project. Moneys in the Construction Fund, until applied in payment of any item of the Cost of the Project in the manner

hereinafter provided, shall be held in trust by the City and shall be subject to a lien and charge in favor of the Noteholder and for the further security of such Noteholder.

(b) The City covenants that the acquisition, construction and equipping of the Project will be completed without delay and in accordance with sound engineering practices. The City shall make disbursements or payments from the Construction Fund to pay the Cost of the Project upon the filing with the Clerk of documents and/or certificates signed by an Authorized City Officer stating with respect to each disbursement or payment to be made: (i) the item number of the payment, (ii) the name and address of the payee to whom payment is due, (iii) the amount to be paid, (iv) the purpose by general classification for which payment is to be made and (v) that (A) each obligation item of cost or expense mentioned therein has been properly incurred, is in payment of a part of the Cost of Project and is a proper charge against the Construction Fund and has not been the basis of any previous disbursement or payment, or (B) each obligation, item of cost or expense mentioned therein has been paid by the City, is a reimbursement of the part of the Cost of the Project, is a proper charge against the Construction Fund, has not been theretofore reimbursed to the City or otherwise been the basis of any previous disbursement or payment and the City is entitled to reimbursement thereof. The Clerk shall retain all such documents and/or certificates of the Authorized City Officers for seven (7) years from the dates of such documents and/or certificates. The Clerk shall make available the documents and/or certificates at all reasonable times for inspection by the Noteholder or the agent or representative of the Noteholder.

(c) The date of completion of the Project shall be determined by an Authorized City Officer who shall certify such fact in writing to the City Council. Promptly after the date of the completion of the Project, and after paying for making provisions for all unpaid items of the Cost of the Project, the City shall transfer the balance of any moneys remaining in the Construction Fund to such fund or account of the City as shall be determined by the City Council for application to the payment of any legally permissible cost, provided the City has received an opinion of Bond Counsel to the effect that such transfer shall not adversely affect the exclusion of interest on the Note from gross income for federal income tax purposes.

(d) Moneys on deposit in the Construction Fund may be invested in

_____.

Section 2.10 Receipt of Pledged Revenues.

The City covenants to do all things necessary on its part to maintain its eligibility to continue to receive the Pledged Revenues. The City will not take any action which will jeopardize its eligibility to receive such funds which may adversely affect its undertakings as provided in this Agreement. The City will not take any action or enter into any agreement that will result in reducing the level of Pledged Revenues distributed to the City from that prevailing at the time the City takes such action or enters into such agreement.

ARTICLE 3

DESCRIPTION OF NOTE; PAYMENT TERMS; OPTIONAL PREPAYMENT

Section 3.1 Description and Payment Terms of the Note.

(a) The City shall, pursuant to authority granted under the Resolution, issue and deliver the Note to the Bank, in the principal amount of Five Million Three Hundred Thousand and 00/100 Dollars (\$5,300,000). The Note shall be designated as “City of Clermont, Florida, Infrastructure Sales Surtax Revenue Note, Series 2016.” The text of the Note shall be substantially in the form attached hereto as Exhibit A, with such omissions, insertions and variations as may be necessary and desirable to reflect the terms of this Agreement. The provisions of the form of the Note are hereby incorporated in this Agreement.

(b) The Note shall be dated the date of its delivery, shall be in the principal amount set forth therein and payable as set forth therein, shall bear interest from its date at the rate or rates set forth therein and shall be subject to prepayment as provided therein. The Note shall be executed in the name of the City by the manual signature of the Mayor and the official seal of the City shall be affixed thereto and attested and countersigned by the manual signature of the City Clerk. In case any one or more of the officers, who shall have signed or sealed the Note, shall cease to be such officer of the City before the Note so signed and sealed shall have been actually delivered, the Note may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed the Note had not ceased to hold such office. The Note may be signed and sealed on behalf of the City by such person who at the actual time of the execution of the Note shall hold the proper office, although at the date the Note is actually delivered, such person may not have held such office or may have been so authorized.

(c) Interest on the Note shall be payable semi-annually on June 1 and December 1 of each year (the “Interest Payment Date”), commencing on June 1, 2016. Principal of the Note shall be payable at the times and in the manner set forth therein. Interest on the Note shall be calculated on the basis of twelve 30-day months over a 360-day year.

(d) All payments of principal of and interest on the Note shall be payable in any coin or currency of the United States which, at the time of payment, is legal tender for the payment of public and private debts and shall be made to the Bank by ACH direct debit from a bank account mutually agreeable to Bank and City.

(e) There will be no Bank fees to maintain the Loan and the Note. The Bank shall pay for all of its costs relating to servicing the Loan and the Note. The City agrees to pay the legal fees and costs of counsel to the Bank (not exceeding \$6,500) and the legal fees and costs of Bond Counsel.

(f) The Note shall not be subject to a book-entry system of registration and transfer and such transfer and registration of the Note shall be governed by the provisions of this paragraph. The Registrar shall be responsible for maintaining the Register. The person in whose name ownership of the Note is shown on the Register shall be deemed the owner thereof by the

City and the Registrar, and any notice to the contrary shall not be binding upon the City or the Registrar. The City and the Registrar may treat the registered owner as the absolute owner of the Note for all purposes, whether or not the Note shall be overdue, and shall not be bound by any notice to the contrary. Ownership of the Note may be transferred in whole and only upon the Register. Upon surrender to the Registrar for transfer of the Note accompanied by an assignment duly executed by the registered owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the transferee a new fully registered Note for the aggregate principal amount of the Note surrendered. The Note may only be transferred to an "accredited investor" under Rule 144A promulgated under the Securities Act of 1933, as amended, or a "qualified institutional buyer" under Regulation D promulgated under the Securities Act of 1933, as amended. The Noteholder, and any subsequent transferee of the Note, shall notify the City of any assignment, transfer, distribution or sale of such Note at least five (5) days in advance of such transfer.

Section 3.2 Required Coverage Ratio.

The City covenants that the ratio of the amount of Pledged Revenues collected during each Fiscal Year of the City divided by the combined annual debt service on all obligations secured by the Pledged Revenues during such future Fiscal Year will be at least equal to 1.25.

Section 3.3 Issuance of Additional Obligations.

The City will not issue any additional obligations secured by the Pledged Revenues unless (a) after the issuance of such obligations the ratio of the amount of (i) Pledged Revenues collected during the immediately preceding Fiscal Year of the City for which audited financial statements are available divided by (ii) the maximum amount, during the then current or any future Fiscal Year, of the combined annual debt service on all obligations secured by the Pledged Revenues, will equal at least 1.25, (b) no Event of Default exists hereunder, and (c) the other covenants of the City contained herein will continue to be met. For purposes of determining compliance with (a) above, the interest rate on any obligations which bear interest at a variable rate will be deemed to be the greater of (i) the rate of interest borne by such obligations for the immediately preceding 52 weeks (or such shorter period as such indebtedness was outstanding) plus 50 basis points and if not outstanding based on the SIFMA Index plus 50 basis points for tax-exempt obligations, or for taxable obligations, an index of U.S. Treasury obligations, for a similar period, plus 50 basis points, or (ii) four percent (4%) per annum. For purposes of this Section 3.3 (i) "SIFMA" shall mean the Securities Industry & Financial Markets Association (formerly The Bond Markets Association), and any successor thereto, and (ii) "SIFMA Index" shall mean a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA (formerly The Bond Markets Association) or any entity acting in cooperation with or under the sponsorship of SIFMA.

ARTICLE 4

ISSUANCE OF NOTE

Section 4.1 Issuance of Note.

The Bank shall not be obligated to make any loan under this Agreement unless at or prior to the date of issuance of the Note the City delivers to the Bank the following items in form and substance acceptable to the Bank:

(i) a certificate of the City Clerk, dated as of the date of issuance of the Note, to the effect that the representations and warranties of the City contained in Section 2.1 hereof are true and correct as of such date and that there is currently no Event of Default or event that with notice or lapse of time or both would become an Event of Default under the Resolution or hereunder;

(ii) a fully executed Tax Certificate relating to the Note;

(iii) a copy of a completed and executed Form 8038-G relating to the Note to be filed with the Internal Revenue Service;

(iv) an opinion of Bond Counsel in form and substance acceptable to the Noteholder, including opinions to the effect that (A) this Agreement and the Note have been duly authorized by the City and are enforceable obligations in accordance with their terms, and the Resolution has been duly adopted and is enforceable in accordance with its terms (enforceability of such instruments may be subject to standard bankruptcy exceptions and the like), (B) interest on the Note shall be excluded from gross income for federal income tax purposes and shall not be treated as a preference item for purposes of computing the alternative minimum tax imposed by Section 55 of the Code (however, the interest on the Note owned by corporations may be subject to the federal alternative minimum tax which is based in part on adjusted current earnings), and (C) the Note is a “qualified tax-exempt obligation” under Section 265(b)(3)(B) of the Code;

(v) a certificate of the City Clerk, dated the date of issuance of the Note, to the effect that the interest rate on the Note is in compliance with the applicable maximum interest rate provisions contained in Section 215.84, Florida Statutes, as amended;

(vi) the fully executed Note;

(vii) an opinion of counsel to the City in form and substance acceptable to the Noteholder regarding, among other things, the due authorization, execution, delivery, validity and enforceability of this Agreement and the Note and the due

adoption of the Resolution (enforceability may be subject to standard bankruptcy exceptions and the like); and

(viii) such additional certificates, instruments and other documents as the Bank, or its counsel or Bond Counsel, or counsel to the City, may deem necessary or appropriate.

Section 4.2 Application of Proceeds.

Simultaneously with the delivery of the Note to the Bank, the proceeds of the Note shall be deposited into the of the Construction Fund established pursuant to Section 2.9 hereof. The proceeds of the Note deposited into the Construction Fund shall only be disbursed to pay the Costs of the Project, as provided in Section 2.9 hereof and as otherwise provided therein.

ARTICLE 5

EVENTS OF DEFAULTS; REMEDIES

Section 5.1 Events of Default.

The following events shall each constitute an “Event of Default” under:

(a) Default shall be made in the payment of the principal of or interest on the Note, or any other payment obligations hereunder when due.

(b) There shall occur the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the commission by the City of any act of bankruptcy, or adjudication by the City as bankrupt, or assignment by the City for the benefit of its creditors, or appointment of a receiver for the City, or the entry by the City in an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereinafter enacted.

(c) The City shall default in the due and punctual performance of any other of the covenants, conditions, agreement and provisions contained in the Note or in this Agreement on the part of the City to be performed, and such default shall continue for a period of thirty (30) days after the earlier of the date (i) written notice of such default shall have been received by the City, or (ii) the City was required to have notified the Noteholder in accordance with the terms hereof, unless the Noteholder shall agree in writing to an extension of such time prior to its expiration.

Section 5.2 Remedies.

If any such Event of Default shall have occurred, the Noteholder may seek enforcement of all remedies available to it hereunder and under applicable law. Any amounts due on the Note which shall remain unpaid past the scheduled payment dates, shall bear interest at the Default Rate until all amounts then due under the Note are paid in full. The Bank shall be entitled to its reasonable costs and expenses (including reasonable fees and expenses of counsel) incurred in enforcing any of its rights under this Agreement upon the occurrence of an Event of Default.

Section 5.3 Waiver of Jury Trial.

The City knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Agreement or the Note, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to this Agreement or the Note.

Section 5.4 Notice of Defaults.

The City shall within five (5) days after it acquires knowledge thereof, notify the Noteholder in writing upon the happening, occurrence, or existence of any Event of Default and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Noteholder, with such written notice, a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto. Regardless of the date of receipt of such notice by the Noteholder, such date shall not in any way modify the date of occurrence of the actual Event of Default.

ARTICLE 6

MISCELLANEOUS

Section 6.1 Amendments, Changes or Modifications to the Agreement.

This Agreement shall not be amended, changed or modified except by written instrument executed by the Bank and the City.

Section 6.2 Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.3 Severability.

If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 6.4 Term of Agreement.

This Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Note is outstanding.

Section 6.5 Assignment.

The Bank acknowledges that it presently intends to hold the Note through its final maturity date, however, the Bank may transfer or assign the Note and this Loan Agreement as provided in Section 3.1(f) hereof.

Section 6.6 Notices.

Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent registered or certified mail, postage prepaid, to the City, City of Clermont, 685 W. Montrose Street, 3rd Floor, Clermont, Florida 34712, Attention: Mayor, and to the Bank, JPMorgan Chase Bank, N.A. Business Banking Government & Not-for-Profit, 3424 Peachtree Road NE, 6th floor, GA1-6603, Atlanta, Georgia 30326-1118, Attention: Senior Vice President, or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Section 6.7 Applicable Law.

The substantive laws of the State of Florida shall govern this Agreement.

Section 6.8 Incorporation by Reference.

All of the terms and obligations of the Resolution are hereby incorporated herein by reference as if said Resolution was fully set forth in this Agreement.

[Remainder Of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF CLERMONT, FLORIDA

(SEAL)

By: _____
Gail L. Ash, Mayor

ATTESTED AND COUNTERSIGNED:

Approved as to Form:

Tracy Ackroyd, City Clerk

Daniel F. Mantzaris, City Attorney

[Signature Page to Loan Agreement]

JP MORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

[Signature Page to Loan Agreement]

EXHIBIT A

Form of Note

THIS NOTE IS SUBJECT TO TRANSFER RESTRICTIONS MORE FULLY DESCRIBED HEREIN AND IN THE LOAN AGREEMENT REFERRED TO HEREIN.

**UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF CLERMONT
INFRASTRUCTURE SALES SURTAX REVENUE NOTE
SERIES 2016**

<u>Principal Sum</u>	<u>Interest Rate</u>	<u>Date of Issuance</u>	<u>Final Maturity Date</u>
\$ _____	2.12% (subject to adjustment)	March 3, 2016	December 1, 2030

The CITY OF CLERMONT (the “City”), a municipality created and existing under and by virtue of the laws of the State of Florida, for value received, hereby promises to pay, solely from the Pledged Funds described in the within mentioned Agreement, to the order of JPMorgan Chase Bank, N.A., Orlando, Florida, or its successors or assigns (the “Noteholder”), the Principal Sum specified above loaned to the City pursuant to that certain Loan Agreement by and between JPMorgan Chase Bank, N.A. and the City, dated March 3, 2016 (the “Agreement”), and to pay interest on the outstanding balance of such Principal Sum from the Date of Issuance specified above or from the most recent date to which interest has been paid at the Interest Rate per annum specified above on June 1 and December 1 of each year, commencing June 1, 2016, until such Principal Sum shall have been paid. The Principal Sum hereof shall be payable in fifteen (15) annual installment payments on the dates and in the amounts as follows:

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Payment Date</u>	<u>Principal Amount</u>
12/1/2016		12/1/2024	
12/1/2017		12/1/2025	
12/1/2018		12/1/2026	
12/1/2019		12/1/2027	
12/1/2020		12/1/2028	
12/1/2021		12/1/2029	

12/1/2022
12/1/2023

12/1/2030

Such Principal Sum and interest is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Note (the “Note”) is authorized to be issued under the authority of and in full compliance with the Constitution and laws of the State of Florida, including, particularly, Chapter 166, Part II, Florida Statutes, as amended, Section 212.055(2), Florida Statutes, as amended, and other applicable provisions of law, and a resolution duly adopted by the City on February __, 2016, as amended and supplemented from time to time (the “Resolution”), and is subject to all covenants, terms and conditions of the Resolution and the Agreement. Any term used in this Note and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

This Note is being issued to finance the cost of a capital project as described in the Agreement and the Resolution. This Note is secured by and shall be payable from the Pledged Funds as described in and in accordance with the Resolution and the Agreement on a parity with any other additional obligations secured by the Pledged Revenues from time to time, in the manner and to the extent provided in the Resolution. This Note is not secured by the Reserve Account established under the Resolution.

This Note shall bear interest from its Date of Issuance at the Interest Rate per annum specified above on the basis of twelve 30-day months over a 360-day year.

The interest rate on this Note shall be subject to adjustment as hereinafter provided.

In the event of a Determination of Taxability (as defined below), the interest rate payable hereunder shall be increased to the Taxable Rate (as defined below) and this adjustment shall survive payment on this Note until such time as the Federal statute of limitations under which interest on this Note shall be deemed taxable under the Code shall have expired. In addition, upon a Determination of Taxability, there shall be payable hereunder to the Noteholder subject to such Determination of Taxability the Additional Amount (as defined in the next sentence) upon demand. “Additional Amount” means for purposes of this paragraph (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the “Taxable Period”) at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A. of Chapter 68 of the Code) paid or payable by such Noteholder to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, “Determination of Taxability” means the

issuance of a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department or an opinion of nationally recognized bond counsel selected by the City and approved by the Noteholder determining that any interest payable on this Note is includable in the gross income of the Noteholder. No such decree, judgment, action, or opinion shall be considered final for the purposes of this paragraph unless the City has been given written notice thereof and, if it is so desired by the City and is legally permissible, the City has been afforded the opportunity to contest the same, either directly or in the name of the Noteholder, and until the conclusion of any appellate review, if sought. "Taxable Rate" shall mean the interest rate per annum that shall provide the Noteholder with the same after tax yield that the Noteholder would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Noteholder as a result of such Determination of Taxability. The Noteholder shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

So long as no Determination of Taxability shall have occurred, upon the occurrence of a Loss of BQ Status (as defined below) and for as long as this Note remains outstanding, the Interest Rate on the Note shall be converted to the Adjusted BQ Rate (as defined below). In addition, upon a Loss of BQ Status, the City shall pay to the Noteholder (i) an additional amount equal to the difference between (A) the amount of interest actually paid on this Note during the period of time from the date of issuance of this Note and the next succeeding interest payment date, and (B) the amount of interest that would have been paid during the period in clause (A) had this Note borne interest at the Adjusted BQ Rate, and (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Noteholder as a result of the Loss of BQ Status. "Adjusted BQ Rate" shall mean, upon a Loss of BQ Status, the interest rate per annum that shall provide the Noteholder with the same after tax yield that the Noteholder would have otherwise received had the Loss of BQ Status not occurred, taking into account the increased taxable income of the Noteholder as a result of such Loss of BQ Status. The Noteholder shall provide the City with a written statement explaining the calculation of the Adjusted BQ Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City. "Loss of BQ Status" shall mean a determination by the Noteholder that this Note is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code (or any successor provision).

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

All payments made by the City hereon shall apply first to accrued interest, and then to the principal amount then due on this Note.

This Note may not be prepaid and redeemed by the City prior to December 1, 2020. On and after December 1, 2020, the City may prepay and redeem this Note in whole or in part at any time upon two Business Days' prior written notice to the Noteholder at a redemption price equal to the principal amount of this Note to be prepaid, plus accrued interest thereon to the prepayment date. Such prepayment notice shall specify the amount of the prepayment which is to be made.

Notwithstanding anything herein or in the Agreement to the contrary, the Noteholder shall not be required to (i) surrender or cancel this Note until it has received all amounts owing and due thereunder and under the Agreement, or (ii) surrender this Note for prepayment or principal installment payments.

Each partial prepayment of this Note shall be applied and credited to the unpaid annual principal installments payable on this Note in inverse order of maturity treating each annual principal installment as a maturity. In connection with any such partial prepayment of this Note, the Noteholder shall attach to this Note an allonge signed by the City and the Noteholder which sets forth the new amounts of the unpaid annual principal installments payable on this Note over the remaining term of this Note; provided, however, the Noteholder may keep such records electronically and absent manifest error such records shall be conclusive on both the Noteholder and the City. Any amounts repaid hereunder may not be re-borrowed. Notice having been given as aforesaid, the portion of the outstanding balance of the Principal Sum of this Note stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount then being paid; and the amount of principal and interest then due and payable shall be paid. In the event that the entire unpaid balance of the principal of this Note is to be prepaid, such prepayment shall be made upon presentation and surrender of this Note at the office of the Noteholder. If on the prepayment date moneys for the payment of the principal amount to be prepaid on this Note, together with interest to the prepayment date on such principal amount shall have been paid to the Noteholder as above provided and if notice of prepayment shall have been given to the Noteholder as above provided, then from and after the prepayment date interest on such principal amount of this Note shall cease to accrue. If said moneys shall not have been so paid on the prepayment date, such principal amount of this Note shall continue to bear interest until payment thereof at the rate or rates provided for in the Agreement.

This Note is transferable by the Noteholder hereof, in whole, only in the manner and subject to the restrictions and limitations set forth in the Agreement. The City may deem and treat the registered owner hereof as the absolute owner hereof for the purposes hereof. This Note may only be transferred to an "accredited investor" under Rule 144A promulgated under the Securities Act of 1933, as amended, or to a "qualified institutional buyer" under Regulation D promulgated under the Securities Act of 1933, as amended.

This Note, when delivered by the City pursuant to the terms of the Agreement and the Resolution, shall not be or constitute an indebtedness of the City or of the State of Florida or

any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely from the Pledged Revenues, as provided in the Agreement and the Resolution. The Noteholder shall not have the right to compel the exercise of the ad valorem taxing power of the City or the State of Florida, or taxation in any form on any property therein to pay this Note or the interest thereon.

The Noteholder shall have such remedies as described in the Resolution and the Agreement.

If any amounts due on this Note shall remain unpaid past any scheduled payment date, this Note shall bear interest at the Default Rate (as defined in the Agreement) until all amounts then due under this Note are paid in full.

The City hereby waives demand, protest and notice of dishonor.

No obligation under the Agreement or this Note shall be or be deemed to be an obligation of any member of the City Council or any officer, employee or agent of the City in his or her individual capacity, and none of such persons executing the Agreement or this Note shall be liable personally thereon or hereon by reason thereof.

It is certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in connection with the execution and delivery of the Agreement and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note, together with all other obligations of the City under the Agreement, does not exceed or violate any constitutional or statutory limitation.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the City of Clermont, Florida, caused this Note to be signed by the manual signature of its Mayor and its official seal to be affixed hereto or imprinted or reproduced hereon, and attested and countersigned by the manual signature of its City Clerk, and this Note to be dated the Date of Issuance set forth above.

CITY OF CLERMONT, FLORIDA

(SEAL)

By: _____
Gail L.Ash, Mayor

ATTESTED:

Tracy Ackroyd Howe, City Clerk

[Signature Page of Infrastructure Sales Surtax Revenue Note, Series 2016]



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 23, 2016		
Agenda Item Name		
Resolution No. 2016-05		
Requested Action		
Request approval of City of Clermont, Florida Public Improvement Refunding Revenue Note, Series 2016 in the amount of \$5,600,000		
Staff Report		
The Public Improvement Refunding Revenue Note, Series 2016 is proposed in order to refinance the loan received in 2013 to purchase the Clermont Community Center property. The loan is in the amount of \$5,600,000 for 13 years at a fixed interest rate of 2.03% from JP Morgan Chase. The loan will be repaid from Public Services Utility Taxes and Communications Services Taxes. As discussed at the City Council meeting on February 9th, the JP Morgan Chase proposal was the lowest of the five proposals received on January 20. The loan closing is scheduled for March 3rd.		
Additional Analysis		
Fiscal Impact Summary		
The average annual debt service associated with this loan is approximately \$492,000, which is \$13,000 less than the annual debt service associated with the 2013 loan. The net present value savings from this refinancing is 5.24% or about \$281,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2016-05 Resolution No 2016-05 - 2-23-16.doc		
2. Public Improvement Refunding Loan Agreement - Public Improvement Refunding Revenue Note Series 2016 Loan - 2-23-16.doc		

CITY OF CLERMONT
RESOLUTION NO. 2016-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, SUPPLEMENTING RESOLUTION NO. 1258 ADOPTED BY THE CITY COUNCIL ON JUNE 6, 2002, AS HERETOFORE AMENDED AND SUPPLEMENTED, WHICH RESOLUTION AUTHORIZED THE ISSUANCE BY THE CITY OF PUBLIC IMPROVEMENT REVENUE BONDS AS PROVIDED THEREIN; FOR THE PURPOSES OF ACCEPTING THE PROPOSAL OF JPMORGAN CHASE BANK, N.A. TO PROVIDE THE CITY WITH A LOAN IN A PRINCIPAL AMOUNT NOT TO EXCEED \$5,600,000 FOR THE PURPOSES OF (I) REFUNDING THE CITY'S OUTSTANDING PUBLIC IMPROVEMENT REVENUE NOTE, SERIES 2013 AND (II) PAYING RELATED CLOSING COSTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID BANK AND A RELATED PUBLIC IMPROVEMENT REFUNDING REVENUE NOTE, SERIES 2016 IN A PRINCIPAL AMOUNT EQUAL TO THE PRINCIPAL AMOUNT OF SUCH LOAN; PROVIDING THAT SUCH SERIES 2016 NOTE SHALL CONSTITUTE AND BE SECURED AS AN "ADDITIONAL BOND" UNDER RESOLUTION NO. 1258 AS HERETOFORE AMENDED AND SUPPLEMENTED; PROVIDING THAT SUCH SERIES 2016 NOTE SHALL BE TREATED AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR THE EXCEPTION TO THE PROVISIONS CONTAINED IN THE INTERNAL REVENUE CODE OF 1986 WHICH DENY FINANCIAL INSTITUTIONS ANY DEDUCTIONS FOR INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, as follows:

SECTION 1. DEFINITIONS.

All terms used in this resolution (this "Supplemental Resolution"), which are not defined herein, shall have the meaning specified in the Resolution No. 1258, adopted by the City Council (the "City Council") of the City of Clermont, Florida (the "City"), on June 6, 2002, as amended and by Resolution No. 2012-33, adopted by the City Council on October 9, 2012, Resolution No. 2013-34, adopted by the City Council on December 10, 2013 (collectively, the "Original Resolution"), which provides for the issuance by the City of public improvement revenue bonds. The Original Resolution as supplemented by this Supplemental Resolution is hereinafter referred to as the "Bond Resolution."

CITY OF CLERMONT
RESOLUTION NO. 2016-05

SECTION 2. AUTHORITY FOR THIS SUPPLEMENTAL RESOLUTION.

This Supplemental Resolution is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared:

- (A) The City deems it necessary, desirable and in the best interests of the City that the City undertake to (i) currently refund the City's outstanding Public Improvement Revenue Note, Series 2013 (the "Refunded Note") and (ii) pay related closing costs to the extent permitted by the Internal Revenue Code (collectively, the "Refunding"), as more particularly described in this Supplemental Resolution and the Loan Agreement (as defined herein). The proceeds of the Refunded Note were used to finance the costs of the acquisition, improvement, renovation and equipping of the then-existing facilities, including in the site therefor, containing approximately 47 acres located at 3700 Highway 27 South, Clermont, Florida, to be used for recreational facilities, parks and other governmental purposes, as provided in the Original Resolution.
- (B) The City has obtained a proposal for a not to exceed \$5,600,000 loan (the "Loan") from JPMorgan Chase Bank, N.A. (the "Bank"), the proceeds of which will be applied to finance a part of the cost of the Refunding.

The Loan will be secured by a Loan Agreement to be executed and delivered by and between the City and the Bank substantially in the form attached hereto as Exhibit A (the "Loan Agreement"), pursuant to which the City will issue its Public Improvement Refunding Revenue Note, Series 2016 (the "Note") to secure the repayment of the Loan. The Original Resolution provides for the issuance of Additional Bonds payable from and secured by the Pledged Funds on a parity with outstanding Bonds under terms, limitations and conditions provided therein. The City will issue the Note as an Additional Bond within the authorization contained in Section 5.2 of the Original Resolution. Upon the issuance of the Note in accordance with the terms of the Original Resolution and this Supplemental Resolution, the Note will constitute and be secured as an Additional Bond under the Bond Resolution, entitled to the security and benefits thereof. The Note will not be secured by the Reserve Account or any subaccount therein.

CITY OF CLERMONT
RESOLUTION NO. 2016-05

- (C) The costs of the Refunding will be paid from the proceeds of the Loan and other available funds of the City.
- (D) The Loan will be repaid solely from the Pledged Funds as provided in the Bond Resolution. The ad valorem taxing power of the City will never be necessary or authorized to pay the amounts due on the Loan.
- (E) Pursuant to Resolution No. 2013-35 adopted by the City Council on December 10, 2013, the City Council designated the Refunded Note as a qualified tax-exempt obligation under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Pursuant to the terms of the Note, (i) the principal amount of the Note will not exceed the outstanding principal amount of the Refunded Note, excluding the principal amount of the Note attributable to related closing costs of the Note, (ii) the average maturity date of the Note will not be later than the average maturity date of the Refunded Note and (iii) the Note will have a maturity date which is not later than the date which is 30 years after the date the Refunded Note was issued. Accordingly, to the extent that the principal amount of the Note will not exceed the outstanding principal amount of the Refunded Note, the Note will be treated as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code pursuant to Section 265 (b)(3)(D)(ii) of the Code (the "Deemed Designated Portion of the Note"). The balance of the Note representing the principal amount of the Note attributable to the related closing costs of the Note, is hereinafter referred to as the "Designated Portion of the Note." It is not reasonably anticipated that more than \$10,000,000 of tax-exempt obligations under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), will be issued by or on behalf of the City in calendar year 2016, including the City's proposed Infrastructure Sales Surtax Revenue Note, Series 2016 and including the Designated Portion of the Note, but excluding the Deemed Designated Portion of the Note.
- (F) The City is advised that due to the present volatility of the market for municipal debt, it is in the best interest of the City to issue the Note pursuant to the Loan Agreement by negotiated sale, allowing the City to issue the Note at the most advantageous time, rather

CITY OF CLERMONT
RESOLUTION NO. 2016-05

than a specified advertised future date, thereby allowing the City to obtain the best possible price, interest rate and other terms for the Note and, accordingly, the City Council of the City hereby finds and determines that it is in the best financial interest of the City that a negotiated sale of the Note pursuant to the Loan Agreement be authorized.

SECTION 4. AUTHORIZATION OF THE REFUNDING.

The City hereby authorizes the Refunding.

SECTION 5. ACCEPTANCE OF PROPOSAL.

The City hereby accepts the proposal of the Bank to provide the City with the Loan.

SECTION 6. AUTHORIZATION OF LOAN AGREEMENT.

The Loan and the repayment of the Loan by the City shall be pursuant to the terms and provisions of a Loan Agreement. The City hereby authorizes the Mayor of the City (the "Mayor") and the City Clerk or the Assistant City Clerk of the City (the "City Clerk") to execute and deliver on behalf of the City the Loan Agreement by and between the City and the Bank substantially in the form attached hereto as Exhibit A, with such changes, insertions and additions as they may approve, such approval to be evidenced conclusively by the Mayor's execution thereof.

SECTION 7. AUTHORIZATION OF NOTE TO FINANCE THE REFUNDING.

The City does hereby authorize the issuance of the Note in the principal amount of not exceeding \$5,600,000 for the purpose of providing the City with sufficient funds to finance a part of the cost of the Refunding. The Mayor and City Clerk are hereby authorized to execute, seal and deliver on behalf of the City, the Note and other documents, instruments, agreements and certificates necessary or desirable to effectuate the Loan and the Refunding as provided in the Loan Agreement. The Note shall be issued in the principal amount (not exceeding \$5,600,000), shall bear interest at the initial interest rate (not exceeding 2.03%), shall have a final maturity date (not later than December 1, 2028) and shall have such other terms, all as set forth in the Loan Agreement and the Note authorized herein and executed and delivered in connection with Loan. The Note shall not be secured by the Reserve Account or any subaccount therein.

CITY OF CLERMONT
RESOLUTION NO. 2016-05

SECTION 8. DESIGNATION OF NOTE AS QUALIFIED TAX-EXEMPT OBLIGATION.

The City hereby provides that the Deemed Designated Portion of the Note described in Section 3(F) and Section 7 hereof shall be treated as a “qualified tax-exempt obligation” under Section 265(b)(3) of the Code. The City hereby designates the Designated Portion of the Note described in Section 3(F) and Section 7 hereof as a “qualified tax-exempt obligation” under Section 265(3)(3) of the Code. These designations are based upon the findings of the City set forth in Section 3(F) of this Resolution and the Mayor is authorized to recertify such findings upon the issuance of the Note.

SECTION 9. LIMITED OBLIGATION.

The obligation of the City to pay the Note is a limited and special obligation payable solely from the Pledged Funds in the manner and to the extent set forth in the Bond Resolution and shall not be deemed a pledge of the faith and credit or taxing power of the City and such obligation shall not create a lien on any property whatsoever of or situated within the City other than the Pledged Funds.

SECTION 10. GENERAL AUTHORIZATION.

The Mayor, City Clerk, the City Manager, the Administrative Services Director, the Finance Director, and other employees or agents of the City are authorized to execute and deliver such documents, instruments and contracts, and are hereby authorized and directed to do all acts and things required hereby as may be necessary for the full, punctual and complete performance of the Refunding and all the terms, covenants, provisions and agreements herein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Supplemental Resolution.

SECTION 11. REPEAL OF INCONSISTENT DOCUMENTS.

All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 12. EFFECTIVE DATE.

This Supplemental Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2016-05

PASSED, APPROVED AND ADOPTED this 23rd day of February, 2016, by the City Council of the City of Clermont, Lake County, Florida.

CITY OF CLERMONT

(OFFICIAL SEAL)

ATTEST:

By: _____
Gail L. Ash., Mayor

Tracy Ackroyd Howe, City Clerk

CITY OF CLERMONT
RESOLUTION NO. 2016-05

EXHIBIT A

Loan Agreement

LOAN AGREEMENT

between

CITY OF CLERMONT, FLORIDA

and

JPMORGAN CHASE BANK, N.A.

Dated March 3, 2016

Relating to:

**CITY OF CLERMONT, FLORIDA
PUBLIC IMPROVEMENT REFUNDING
REVENUE NOTE, SERIES 2016**

TABLE OF CONTENTS

Page

ARTICLE 1

DEFINITION OF TERMS

Section 1.1	Definitions.....	1
Section 1.2	Interpretation.....	3
Section 1.3	Titles and Headings.....	4

ARTICLE 2

REPRESENTATIONS, WARRANTIES AND COVENANTS; SECURITY FOR NOTE; ADDITIONAL OBLIGATIONS

Section 2.1	Representations by the City.	4
Section 2.2	General Representations, Warranties and Covenants of the Bank.	5
Section 2.3	Making of Loan.....	5
Section 2.4	Tax Covenants.	5
Section 2.5	Note not to be Indebtedness of the City or State.	6
Section 2.6	Security for Note.....	6
Section 2.7	Payment Covenant.	6
Section 2.8	Audit, Budget and Other Information.	7
Section 2.9	Certain Provisions of the Bond Resolution.....	7
Section 2.10	Issuance of Additional Bonds.	7

ARTICLE 3

DESCRIPTION OF NOTE; PAYMENT TERMS; OPTIONAL PREPAYMENT

Section 3.1	Description and Payment Terms of the Note.....	7
Section 3.2	Required Coverage Ratio.....	8

ARTICLE 4

ISSUANCE OF NOTE

Section 4.1	Issuance of Note.....	9
Section 4.2	Application of Proceeds.....	10

ARTICLE 5

EVENTS OF DEFAULTS; REMEDIES

Section 5.1	Events of Default.	10
Section 5.2	Remedies.	11
Section 5.3	Waiver of Jury Trial.	11
Section 5.4	Notice of Default.	11

ARTICLE 6

MISCELLANEOUS

Section 6.1	Amendments, Changes or Modifications to the Agreement.	11
Section 6.2	Counterparts.	11
Section 6.3	Severability.	12
Section 6.4	Term of Agreement.	12
Section 6.5	Assignment.	12
Section 6.6	Notices.	12
Section 6.7	Applicable Law.	12
Section 6.8	Incorporation by Reference.	12
EXHIBIT A	Form of Note	

LOAN AGREEMENT

This LOAN AGREEMENT (this "Agreement") is made and entered into on March 3, 2016, between the CITY OF CLERMONT, a municipality created and existing under and by virtue of the laws of the State of Florida (the "City"), and JPMORGAN CHASE BANK, N.A., Orlando, Florida, national banking association and its successors and assigns (the "Bank").

WITNESSETH:

WHEREAS, the City is authorized pursuant to Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law (the "Act"), to, among other things, undertake to (i) currently refund the City's outstanding Public Improvement Revenue Note, Series 2013 (the "Refunded Note") and (ii) pay related closing costs (collectively, the "Refunding"); and

WHEREAS, the proceeds of the Refunded Note were used to finance the costs of the acquisition, improvement, renovation and equipping of the then-existing facilities, including in the site therefor, containing approximately 47 acres located at 3700 Highway 27 South, Clermont, Florida, to be used for recreational facilities, parks and other governmental purposes, as provided in the Original Resolution; and

WHEREAS, the City deems it necessary, desirable and in the best interest of the City that the City undertake the Refunding; and

WHEREAS, the Bank is willing to make available to the City, and the City is willing to enter into, a loan pursuant to the terms and provisions of this Agreement in the principal amount of \$_____ under which the City may finance a part of the cost of the Refunding.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

ARTICLE 1

DEFINITION OF TERMS

Section 1.1 Definitions.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Bond Resolution. The terms defined in this Article 1 shall, for all purposes of this Agreement, have the meanings specified in this Article 1, unless the context clearly otherwise requires.

“Agreement” shall mean this Loan Agreement dated March 3, 2016, between the City and the Bank and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

“Authorized City Officer” for the performance on the behalf of the City of any act of the City or the execution of any instrument on behalf of the City shall mean any person authorized by resolution or certificate of the City to perform such act or sign such document.

“Bank” shall mean JPMorgan Chase Bank, N.A., Orlando, Florida, and its successors and assigns.

“Bond Counsel” shall mean Foley & Lardner LLP, Jacksonville, Florida or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

“Bond Resolution” shall mean the Resolution No. 1258, adopted by the Governing Body on June 6, 2002, as amended by Resolution No. 2012-33, adopted by the Governing Body on October 9, 2012, and Resolution No. 2013-34, adopted by the Governing Body on December 10, 2013 (collectively, the “Original Resolution”), which provides for the issuance of public improvement revenue bonds, as supplemented by the Resolution, and as may be further amended and supplemented from time to time in accordance with the provisions thereof.

“Business Day” or “business day” shall mean any day other than a Saturday, Sunday or a day on which banking institutions within the State are authorized or required by law to remain closed.

“City” shall mean the City of Clermont, Florida.

“City Clerk” shall mean the City Clerk of the City and such other person as may be duly authorized to act on his or her behalf.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and applicable rules and regulations thereto and thereunder.

“Default Rate” shall mean the lesser of [the interest payable on the Note plus 2% per annum] or the maximum rate of interest permitted by law.

“Fiscal Year” shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

“Interest Payment Date” shall have the meaning ascribed thereto in Section 3.1(c) hereof.

“Mayor” shall mean the Mayor of the City and such other person as may be duly authorized to act on his or her behalf.

“Note” shall mean the revenue note authorized by the Resolution and delivered by the City to the Noteholder in accordance with the requirements set forth in Article 4 hereof. The Note constitutes an Additional Bond under the Bond Resolution.

“Noteholder” shall mean the Bank as the holder of the Note, or any other registered holder of the Note.

“Paying Agent” shall mean, with respect to the Note, the Finance Director of the City.

“Pledged Funds” shall have the meaning ascribed thereto in the Bond Resolution.

“Pledged Revenues” shall mean the Public Service Tax and the Communications Tax, all in the manner and to the extent provided in the Bond Resolution.

“Refunded Note” shall mean the City’s outstanding Public Improvement Revenue Note, Series 2013.

“Registrar” shall mean with respect to the Note, the Finance Director of the City.

“Resolution” shall mean the Resolution No. 2016-05 approved by the Governing Body on February __, 2016 as amended and supplemented, which among other things authorized the execution and delivery of this Agreement and the issuance of the Note.

“State” shall mean the State of Florida.

“Tax Certificate” shall have the meaning ascribed to such term in Section 2.4 hereof.

Section 1.2 Interpretation.

Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.3 Titles and Headings.

The titles and headings of the articles and sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE 2

REPRESENTATIONS, WARRANTIES AND COVENANTS; SECURITY FOR NOTE; ADDITIONAL OBLIGATIONS

Section 2.1 Representations by the City.

The City represents, warrants and covenants that:

(a) The City is a municipality validly created and existing under the laws of the State. Pursuant to the Resolution, the City (i) has duly authorized the execution and delivery of this Agreement and the Escrow Deposit Agreement and the performance by the City of all of its obligations thereunder, and (ii) has duly authorized the Note issued hereunder and the performance by the City of all its obligations relating thereto.

(b) The City has complied with and will continue to comply with all of the provisions of the Constitution and laws of the State, and has full power and authority to enter into and consummate all transactions contemplated by this Agreement and the Escrow Deposit Agreement or under the Note, and to perform all of its obligations hereunder and the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the City is a party or by which the City is bound.

(c) The City is duly authorized and entitled to issue the Note and to enter into this Agreement and the Escrow Deposit Agreement. This Agreement and the Escrow Deposit Agreement and, when issued in accordance with the terms of this Agreement, the Note will constitute a legal, valid and binding obligation of the City enforceable in accordance with its terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(d) There are no actions, suits or proceedings pending or, to the best knowledge of the City, threatened against or affecting the City, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the City to perform the City's obligations under this Agreement, the Escrow Deposit Agreement or under the Note.

(e) No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the City of this Agreement, the Escrow Deposit Agreement, the Note and the related documents, except such as have been obtained, given or accomplished and copies of which have been provided to the Bank.

(f) Except as disclosed in writing to the Bank, the City is not in default in the payment when due of any indebtedness of the City.

(g) The financial statements of the City for the Fiscal Year ending September 30, 2014, copies of which have been furnished to the Bank, have been prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the City as of such date and the results of its operations for the period then ended. Since September 30, 2014, there has been no material adverse change in the financial condition, revenues, properties or operations of the City.

Section 2.2 General Representations, Warranties and Covenants of the Bank.

The Bank hereby represents, warrants and agrees that it is a national banking association authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such execution and delivery will not constitute a violation of its charter, articles of association or bylaws.

Section 2.3 Making of Loan.

Pursuant to the terms and provisions of this Agreement, the Bank agrees to make a loan to the City for the purpose of financing a part of the cost of the Refunding. The remaining costs of the Refunding will be paid by the City with other available funds of City.

Section 2.4 Tax Covenants.

(a) The City hereby covenants with the holder of the Note that in order to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Note, it shall comply with each requirement of the Code applicable to the Note. In furtherance of the covenant contained in the preceding sentence, the City agrees to continually comply with the provisions of the Tax Certificate to be executed by the City relating to the Note, as such Certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code (referred to herein as the "Tax Certificate").

(b) The City hereby covenants with the holder of the Note that it shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Note pursuant to Section 148(f) of the Code.

(c) So long as necessary in order to maintain the exclusion from gross income of interest on the Note for federal income tax purposes, the covenants contained in this Section 2.4 shall survive the payment of the Note and the interest thereon, including any payment or defeasance thereof.

(d) The City hereby covenants with the holder of the Note that it shall not take or permit any action or fail to take any action which would cause the Note (i) to be an “arbitrage bond” within the meaning of Section 148(a) of the Code or (ii) not to be a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 2.5 Note not to be Indebtedness of the City or State.

The Note, when delivered by the City pursuant to the terms of this Agreement, shall not be or constitute an indebtedness of the City, the State or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable from and secured by a lien upon and pledge of the Pledged Funds, in the manner and to the extent provided in the Bond Resolution. No Noteholder shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form on any property therein to pay the Note or the interest thereon. The Note is a special and limited obligation payable as to principal and interest from the Pledged Funds in the manner and to the extent provided in the Bond Resolution and herein.

Section 2.6 Security for Note.

The Note shall be secured by and payable from the Pledged Funds as provided in the Bond Resolution. The City does hereby irrevocably pledge the Pledged Funds to the payment of the Note in accordance with the provisions hereof and of the Bond Resolution. The pledge of and lien on the Pledged Funds shall attach at the time of delivery of the Note. The Note shall for all purposes be considered to be an Additional Bond issued under the authority of the Bond Resolution and shall in all respects be entitled to all of the security, rights, protection and privileges provided in and by the Bond Resolution for Outstanding Bonds. The covenants and agreements set forth in the Bond Resolution to be performed by the City shall be for the equal benefit, protection and security of the Holders of all Outstanding Bonds. The Note shall be secured by a lien upon the Pledged Funds on a parity with the lien upon the Pledged Funds securing all Bonds Outstanding and shall be of equal rank with all other Bonds Outstanding, in the manner and to the extent provided herein and in the Bond Resolution. The Note shall not be secured by any moneys on deposit in the Reserve Account and in the Sales Tax Fund.

Section 2.7 Payment Covenant.

The City covenants that it shall duly and punctually pay from the Pledged Funds the principal of and interest on the Note at the dates and place and in the manner provided herein and in the Note according to the true intent and meaning thereof and all other amounts due under this Agreement.

Section 2.8 Audit, Budget and Other Information.

The City will furnish to the Bank (i) within 210 days of each Fiscal Year a comprehensive annual financial report of the City for such Fiscal Year, which shall include a balance sheet as of the end of such fiscal year, audited without scope limitations by independent certified public accountants of recognized standing selected by the City and satisfactory to the Bank, (ii) within 30 days of such adoption the annual budget of the City for the upcoming Fiscal Year and (iii) such other information as the Bank may require. Reports shall be prepared in accordance with generally accepted accounting principles and provided to the Bank without charge.

Section 2.9 Certain Provisions of the Bond Resolution.

Notwithstanding Section 3.4 of the Bond Resolution, presentment of the Note shall not be required upon the redemption of the Note in whole or in part. If the Note is defeased in accordance with Section 7.1 of the Bond Resolution, a defeasance opinion and a verification report, each in form satisfactory to the Noteholder and addressed to the Noteholder, shall be delivered to the Noteholder.

Section 2.10 Issuance of Additional Bonds.

For as long as the Note shall be outstanding, clause (2) of Section 5.2 (B) of the Bond Resolution relating to the issuance of Additional Bonds under the Bond Resolution, shall be read as “setting forth the amount of Pledged Revenues for the immediately preceding Fiscal Year for which audited financial statements are available” and shall not be read to include the clause “or any twelve (12) consecutive months selected by the Issuer from the twenty-four (24) months immediately preceding the issuance of such Additional Bonds.”

ARTICLE 3

**DESCRIPTION OF NOTE; PAYMENT TERMS;
OPTIONAL PREPAYMENT**

Section 3.1 Description and Payment Terms of the Note.

(a) The City shall, pursuant to authority granted under the Resolution, issue and deliver the Note to the Bank, in the principal amount of _____ (\$_____). The Note shall be designated as “City of Clermont, Florida, Public Improvement Refunding Revenue Note, Series 2016.” The text of the Note shall be substantially in the form attached hereto as Exhibit A, with such omissions, insertions and variations as may be necessary and desirable to reflect the terms of this Agreement. The provisions of the form of the Note are hereby incorporated in this Agreement.

(b) The Note shall be dated the date of its delivery, shall be in the principal amount set forth therein and payable as set forth therein, shall bear interest from its date at the

rate or rates set forth therein, and shall be subject to prepayment and redemption as provided in the Note. The Note shall be executed in the name of the City by the manual signature of the Mayor and the official seal of the City shall be affixed thereto and attested and countersigned by the manual signature of the City Clerk. In case any one or more of the officers, who shall have signed or sealed the Note, shall cease to be such officer of the City before the Note so signed and sealed shall have been actually delivered, the Note may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed the Note had not ceased to hold such office. The Note may be signed and sealed on behalf of the City by such person who at the actual time of the execution of the Note shall hold the proper office, although at the date the Note is actually delivered, such person may not have held such office or may have been so authorized.

(c) Interest on the Note shall be payable semi-annually on June 1 and December 1 of each year (the "Interest Payment Date"), commencing on June 1, 2016. Principal of the Note shall be payable at the times and in the manner set forth therein. Interest on the Note shall be calculated on the basis of twelve 30-day months over a 360-day year.

(d) All payments of principal of and interest on the Note shall be payable in any coin or currency of the United States which, at the time of payment, is legal tender for the payment of public and private debts and shall be made to the Bank by ACH direct debit from a bank account mutually agreeable to Bank and City.

(e) There will be no Bank fees to maintain the Loan and the Note. The Bank shall pay for all of its costs relating to servicing the Loan and the Note. The City agrees to pay the legal fees and costs of counsel to the Bank (not exceeding \$6,500) and the legal fees and costs of Bond Counsel.

(f) Upon surrender to the Registrar for transfer of the Note accompanied by an assignment duly executed by the registered owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the transferee a new fully registered Note for the aggregate principal amount of the Note surrendered. The Note may only be transferred to an "accredited investor" under Rule 144A promulgated under the Securities Act of 1933, as amended, or a "qualified institutional buyer" under Regulation D promulgated under the Securities Act of 1933, as amended. The Noteholder, and any subsequent transferee of the Note, shall notify the City of any assignment, transfer, distribution or sale of such Note at least five (5) days in advance of such transfer.

Section 3.2 Required Coverage Ratio.

The City shall comply with the covenants, terms and conditions of the Resolution, including without limitation the Required Coverage Ratio in the Resolution.

ARTICLE 4

ISSUANCE OF NOTE

Section 4.1 Issuance of Note.

The Bank shall not be obligated to make any loan under this Agreement unless at or prior to the date of issuance of the Note the City delivers to the Bank the following items in form and substance acceptable to the Bank:

(i) a certificate of the City Clerk, dated as of the date of issuance of the Note, to the effect that the representations and warranties of the City contained in Section 2.1 hereof are true and correct as of such date and that there is currently no Event of Default or event that with notice or lapse of time or both would become an Event of Default under the Bond Resolution or hereunder;

(ii) a fully executed Tax Certificate relating to the Note;

(iii) a copy of a completed and executed Form 8038-G relating to the Note to be filed with the Internal Revenue Service;

(iv) an opinion of Bond Counsel in form and substance acceptable to the Noteholder, including opinions to the effect that (A) this Agreement, the Note, and the Escrow Deposit Agreement have been duly authorized by the City and are enforceable obligations in accordance with their terms and the Bond Resolution has been duly adopted and is enforceable in accordance with its terms (enforceability of such instruments may be subject to standard bankruptcy exceptions and the like), (B) interest on the Note shall be excluded from gross income for federal income tax purposes and shall not be treated as a preference item for purposes of computing the alternative minimum tax imposed by Section 55 of the Code (however, the interest on the Note owned by corporations may be subject to the federal alternative minimum tax which is based in part on adjusted current earnings), and (C) the Note is a “qualified tax-exempt obligation” under Section 265(b)(3)(B) of the Code;

(v) a certificate of the City Clerk, dated the date of issuance of the Note, to the effect that the interest rate on the Note is in compliance with the applicable maximum interest rate provisions contained in Section 215.84, Florida Statutes, as amended;

(vi) the fully executed Note;

(vii) an opinion of counsel to the City in form and substance acceptable to the Noteholder regarding the due authorization, execution, delivery, validity and enforceability of this Agreement, the Note, and the Escrow Deposit

Agreement, the due adoption of the Resolution (enforceability may be subject to standard bankruptcy exceptions and the like) and covering, among other things, the matters contained in Sections 2.1(b) and 2.1(d) herein;

(viii) a copy of the independent accountant's verification report with respect to the Note and the Refunded Note;

(ix) an opinion of Bond Counsel in form and substance acceptable to the Noteholder to the effect that the Refunded Note have been defeased; and

(x) such additional certificates, instruments and other documents as the Bank, or its counsel or Bond Counsel, or counsel to the City, may deem necessary or appropriate.

Section 4.2 Application of Proceeds.

Simultaneously with the delivery of the Note to the Bank, the proceeds of the Note shall be applied as provided in written instructions to be delivered by the City in connection with the issuance of the Note. Pursuant to such instructions, the proceeds of the Note, together with other available funds of the City, (i) in an amount sufficient to prepay and redeem the Refunded Note shall be paid to the holder of the Refunded Note to discharge the Refunded Note, and (ii) an amount sufficient to pay the costs and expenses of issuing the Note, including the payment of fees of counsel to the Bank, shall be disbursed in accordance with such instructions to pay such costs and expenses.

ARTICLE 5

EVENTS OF DEFAULTS; REMEDIES

Section 5.1 Events of Default.

An "Event of Default" shall be deemed to have occurred under this Agreement if an Event of Default shall have occurred and be continuing under the Bond Resolution or the City shall fail to comply with any terms, covenant or agreement herein or in the Bond Resolution. Notwithstanding Section 6.1(C) of the Bond Resolution, it shall be an Event of Default hereunder upon the failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement or the Note for a period of thirty (30) days after the earlier of (i) the date written notice specifying such failure and requesting that it be remedied, is given to the City by the Noteholder or (ii) the date the City was required to give notice of the event or condition to the Noteholder in accordance with this Agreement, unless the Noteholder shall agree in writing to an extension of such time prior to its expiration. Notwithstanding Section 6.1(C) of the Bond Resolution, the cure period shall not exceed thirty (30) days.

Section 5.2 Remedies.

If any such Event of Default shall have occurred, the Noteholder may seek enforcement of all remedies available to it hereunder, under the Bond Resolution and under applicable law. Any amounts due on the Note which shall remain unpaid past the scheduled payment dates, shall bear interest at the Default Rate until all amounts then due under the Note are paid in full. The Bank shall be entitled to its reasonable costs and expenses (including reasonable fees and expenses of counsel) incurred in enforcing any of its rights under this Agreement upon the occurrence of an Event of Default.

Section 5.3 Waiver of Jury Trial.

The City knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Agreement, or the Note, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to this Agreement, the Bond Resolution or the Note.

Section 5.4 Notice of Default.

The City shall within five (5) days after it acquires knowledge thereof, notify the Noteholder in writing upon the happening, occurrence, or existence of any Event of Default and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Noteholder, with such written notice, a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto. Regardless of the date of receipt of such notice by the Noteholder, such date shall not in any way modify the date of occurrence of the actual Event of Default.

ARTICLE 6

MISCELLANEOUS

Section 6.1 Amendments, Changes or Modifications to the Agreement.

This Agreement shall not be amended, changed or modified except by written instrument executed by the Bank and the City. Sections 4.5, 5.1, 5.2, 5.4 through 5.9 and 5.11 of the Bond Resolution and any defined terms referenced therein, shall not be amended without the written consent of the Noteholder. No amendments may be made under Section 7.1(I) of the Bond Resolution without the written consent of the Noteholder.

Section 6.2 Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together

constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.3 Severability.

If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 6.4 Term of Agreement.

This Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Note is outstanding.

Section 6.5 Assignment.

The Bank further acknowledges and agrees that it presently intends to hold the Note through its final maturity date, however, the Bank may transfer or assign the Note and this Agreement in accordance with Section 3.1(f) hereof.

Section 6.6 Notices.

Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent registered or certified mail, postage prepaid, to the City, City of Clermont, 685 W. Montrose Street, 3rd Floor, Clermont, Florida 34712, Attention: Mayor, and to the Bank, JPMorgan Chase Bank, N.A. Business Banking Government & Not-for-Profit, 3424 Peachtree Road NE, 6th Floor, GA1-6603, Atlanta, Georgia 30326-1118, Attention: Senior Vice President, or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Section 6.7 Applicable Law.

The substantive laws of the State of Florida shall govern this Agreement.

Section 6.8 Incorporation by Reference.

All of the terms and obligations of the Bond Resolution are hereby incorporated herein by reference as if said Bond Resolution was fully set forth in this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF CLERMONT, FLORIDA

(SEAL)

By: _____
Gail L. Ash., Mayor

ATTESTED AND COUNTERSIGNED:

Approved as to Form:

Tracy Ackroyd, City Clerk

Daniel F. Mantzaris, City Attorney

JPMORGAN CHASE BANK, N.A.

By: _____

[Signature Page to Loan Agreement]

EXHIBIT A

Form of Note

THIS NOTE IS SUBJECT TO TRANSFER RESTRICTIONS MORE FULLY DESCRIBED HEREIN AND IN THE LOAN AGREEMENT REFERRED TO HEREIN.

**UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF CLERMONT
PUBLIC IMPROVEMENT REFUNDING REVENUE
NOTE, SERIES 2016**

<u>Principal Sum</u>	<u>Interest Rate</u>	<u>Date of Issuance</u>	<u>Final Maturity Date</u>
\$ _____	2.03% (subject to adjustment)	March 3, 2016	December 1, 2028

The CITY OF CLERMONT (the “City”), a municipality created and existing under and by virtue of the laws of the State of Florida, for value received, hereby promises to pay, solely from the Pledged Funds described in the within mentioned Agreement, to the order of JPMorgan Chase Bank, N.A., Orlando, Florida, or its successors or assigns (the “Noteholder”), the Principal Sum specified above loaned to the City pursuant to that certain Loan Agreement by and between JPMorgan Chase Bank, N.A. and the City, dated March 3, 2016 (the “Agreement”), and to pay interest on the outstanding balance of such Principal Sum from the Date of Issuance specified above or from the most recent date to which interest has been paid at the Interest Rate per annum specified above subject to adjustment as provided herein on June 1 and December 1 of each year, commencing June 1, 2016, until such Principal Sum shall have been paid. The Principal Sum hereof shall be payable in ____ () annual installment payments on the dates and in the amounts as follows:

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Payment Date</u>	<u>Principal Amount</u>
12/1/2016		12/1/2023	
12/1/2017		12/1/2024	
12/1/2018		12/1/2025	
12/1/2019		12/1/2026	
12/1/2020		12/1/2027	
12/1/2021		12/1/2028	
12/1/2022			

Such Principal Sum and interest is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Note (the “Note”) is authorized to be issued under the authority of and in full compliance with the Constitution and laws of the State of Florida, including, particularly, Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law, and a resolution duly adopted by the City on June 6, 2002, as amended and supplemented from time to time, particularly as amended by resolutions adopted on October 9, 2012 and December 10, 2013, and as supplemented by resolution adopted on February __, 2016 (collectively, the “Bond Resolution”), as such resolution may be amended and supplemented from time to time, and is subject to all covenants, terms and conditions of the Bond Resolution and the Agreement. Any term used in this Note and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

This Note is being issued to finance the cost of refunding the City’s outstanding Public Improvement Revenue Note, Series 2013, as described in the Agreement and the Bond Resolution. This Note is secured by and shall be payable from the Pledged Funds as described in and in accordance with the Bond Resolution and the Agreement on a parity with all Bonds from time to time outstanding under the Bond Resolution, in the manner and to the extent provided in the Bond Resolution. This Note is not secured by the Reserve Account established under the Bond Resolution or the Sale Tax Fund.

This Note shall bear interest from its Date of Issuance at the Interest Rate per annum specified above on the basis of twelve 30-day months over a 360-day year.

The interest rate on this Note shall be subject to adjustment as hereinafter provided.

In the event of a Determination of Taxability (as defined below), the interest rate payable hereunder shall be increased to the Taxable Rate (as defined below) and this adjustment shall survive payment on this Note until such time as the Federal statute of limitations under which interest on this Note shall be deemed taxable under the Code shall have expired. In addition, upon a Determination of Taxability, there shall be payable hereunder to the Noteholder subject to such Determination of Taxability the Additional Amount (as defined in the next sentence) upon demand. “Additional Amount” means for purposes of this paragraph (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the “Taxable Period”) at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A. of Chapter 68 of the Code) paid or payable by such Noteholder to the Internal Revenue Service by reason of

such Determination of Taxability. As used herein, "Determination of Taxability" means the issuance of a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department or an opinion of nationally recognized bond counsel selected by the City and approved by the Noteholder determining that any interest payable on this Note is includable in the gross income of the Noteholder. No such decree, judgment, action, or opinion shall be considered final for the purposes of this paragraph unless the City has been given written notice thereof and, if it is so desired by the City and is legally permissible, the City has been afforded the opportunity to contest the same, either directly or in the name of the Noteholder, and until the conclusion of any appellate review, if sought. "Taxable Rate" shall mean the interest rate per annum that shall provide the Noteholder with the same after tax yield that the Noteholder would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Noteholder as a result of such Determination of Taxability. The Noteholder shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

So long as no Determination of Taxability shall have occurred, upon the occurrence of a Loss of BQ Status (as defined below) and for as long as this Note remains outstanding, the Interest Rate on the Note shall be converted to the Adjusted BQ Rate (as defined below). In addition, upon a Loss of BQ Status, the City shall pay to the Noteholder (i) an additional amount equal to the difference between (A) the amount of interest actually paid on this Note during the period of time from the date of issuance of this Note and the next succeeding interest payment date, and (B) the amount of interest that would have been paid during the period in clause (A) had this Note borne interest at the Adjusted BQ Rate, and (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Noteholder as a result of the Loss of BQ Status. "Adjusted BQ Rate" shall mean, upon a Loss of BQ Status, the interest rate per annum that shall provide the Noteholder with the same after tax yield that the Noteholder would have otherwise received had the Loss of BQ Status not occurred, taking into account the increased taxable income of the Noteholder as a result of such Loss of BQ Status. The Noteholder shall provide the City with a written statement explaining the calculation of the Adjusted BQ Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City. "Loss of BQ Status" shall mean a determination by the Noteholder that this Note is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code (or any successor provision).

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

All payments made by the City hereon shall apply first to accrued interest, and then to the principal amount then due on this Note.

This Note may not be prepaid and redeemed by the City prior to December 1, 2020. On and after December 1, 2020, the City may prepay and redeem this Note in whole or in part at any time upon two Business Days' prior written notice to the Noteholder at a redemption price equal to the principal amount of this Note to be prepaid, plus accrued interest thereon to the prepayment date. Such prepayment notice shall specify the amount of the prepayment which is to be made.

Notwithstanding anything herein or in the Agreement to the contrary, the Noteholder shall not be required to (i) surrender or cancel this Note until it has received all amounts owing and due thereunder and under the Agreement, or (ii) surrender this Note for prepayment or principal installment payments.

Each partial prepayment of this Note shall be applied and credited to the unpaid annual principal installments payable on this Note in inverse order of maturity (treating each annual principal installment as a maturity). In connection with any such partial prepayment of this Note, the Noteholder shall attach to this Note an allonge signed by the City and the Noteholder which sets forth the new amounts of the unpaid annual principal installments payable on this Note over the remaining term of this Note; provided, however, the Noteholder may keep such records electronically and absent manifest error such records shall be conclusive on both the Noteholder and the City. Any amounts repaid hereunder may not be re-borrowed. Notice having been given as aforesaid, the portion of the outstanding balance of the Principal Sum of this Note stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount then being paid; and the amount of principal and interest then due and payable shall be paid. In the event that the entire unpaid balance of the principal of this Note is to be prepaid, such prepayment shall be made upon presentation and surrender of this Note at the office of the Noteholder. If on the prepayment date moneys for the payment of the principal amount to be prepaid on this Note, together with interest to the prepayment date on such principal amount shall have been paid to the Noteholder as above provided and if notice of prepayment shall have been given to the Noteholder as above provided, then from and after the prepayment date interest on such principal amount of this Note shall cease to accrue. If said moneys shall not have been so paid on the prepayment date, such principal amount of this Note shall continue to bear interest until payment thereof at the rate or rates provided for in the Agreement.

This Note is transferable by the Noteholder hereof, in whole, only in the manner and subject to the restrictions and limitations set forth in the Agreement. The City may deem and treat the registered owner hereof as the absolute owner hereof for the purposes hereof. This Note may only be transferred to an "accredited investor" under Rule 144A promulgated under the Securities Act of 1933, as amended, or to a "qualified institutional buyer" under Regulation D promulgated under the Securities Act of 1933, as amended.

This Note, when delivered by the City pursuant to the terms of the Agreement and the Bond Resolution, shall not be or constitute an indebtedness of the City or of the State of

Florida or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely from the Pledged Revenues, as provided in the Agreement and the Bond Resolution. The Noteholder shall not have the right to compel the exercise of the ad valorem taxing power of the City or the State of Florida, or taxation in any form on any property therein to pay this Note or the interest thereon.

The Noteholder shall have such remedies as described in the Bond Resolution and the Agreement.

If any amounts due on this Note shall remain unpaid past any scheduled payment date, this Note shall bear interest at the Default Rate (as defined in the Agreement) until all amounts then due under this Note are paid in full.

The City hereby waives demand, protest and notice of dishonor.

No obligation under the Agreement or this Note shall be or be deemed to be an obligation of any member of the City Council or any officer, employee or agent of the City in his or her individual capacity, and none of such persons executing the Agreement or this Note shall be liable personally thereon or hereon by reason thereof.

It is certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in connection with the execution and delivery of the Agreement and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note, together with all other obligations of the City under the Agreement, does not exceed or violate any constitutional or statutory limitation.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the City of Clermont, Florida, caused this Note to be signed by the manual signature of its Mayor and its official seal to be affixed hereto or imprinted or reproduced hereon, and attested and countersigned by the manual signature of its City Clerk, and this Note to be dated the Date of Issuance set forth above.

CITY OF CLERMONT, FLORIDA

(SEAL)

By: _____
Gail L. Ash, Mayor

ATTESTED:

Tracy Ackroyd Howe, City Clerk

[Signature Page of Public Improvement Refunding Revenue Note, Series 2016]

Certificate of Authentication

This Note is one of the “Bonds” described in the within-mentioned Bond Resolution.

Date of Authentication: March 3, 2016

Joseph E. Van Zile
Finance Director of the City of Clermont, Florida,
as Registrar



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 23, 2016		
Agenda Item Name		
Rental Fee Reduction Request		
Requested Action		
Move to approve fifty percent (50%) reduction of softball field rental fees.		
Staff Report		
This request is to allow all softball overflow usage coming from the Spring Games Tournament at the PFX Softball facility to be granted a 50 percent reduction off the standard rental fees.		
Additional Analysis		
Fiscal Impact Summary		
Estimate value of fees reduction is approximately \$12,382.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. PFX Fee Reduction request Rate reduction - Clermont (002).docx		

Letter of Request

Submitted on February 10, 2016

To: Clermont City Council

From: NTC Softball/ PFXA, Inc.

The intent of this letter is to request a continuation of the partnership between the City of Clermont with NTC Softball/PFXA and the National Training Center with the partnership rate for the use of the city facilities for any overflow needs of events.

In Summation: - The request is for the Clermont City Council to approve the continuation of the "Partnership Usage Rate" with the overflow needs of events: -

Term: Beginning February 1, 2016 through March 31, 2016

- o 50% reduced usage rate of the hourly field usage charge.
- o 50% reduction in the field preparation cost.

Thank you for your time and continued support. We enjoy working with the City of Clermont to bring economic impact to the area through sport. Also, thank you for your service and leadership to our community. You are greatly appreciated.

Respectfully,

Alison Strange
President
NTC Softball/PFXA, Inc.
2350 Legends Way
Clermont, FL 34711
352-241-4585 ext. 701



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 23, 2016		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Move to approve the Super Kids Soap Box Derby Race event road closure.		
Staff Report		
We have a request from Sunshine State Superkids to host an event "Super Kids Soap Box Derby Race" on April 2, 2016. They are requesting the following: 1. Race to take place on W Desoto. 2. Road closure between 7th Street and West Street on Desoto. 3. Road closure at 8th Street and Desoto. They have agreed to hire (3) Police Officers from 6 AM to 6 PM for public safety.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Super Kids Soap Box Derby Packet		Council Packet.pdf



CITY OF CLERMONT EVENT APPLICATION

If approved, this application will be subject to the attached use agreement and responsible for any charges associated with this rental.

Date of Application: 1/22/2016 Name of Event: Super Kids Soap Box Derby Race

Date(s) of Request: 4/2/2016 Actual Event Hours Start: 9am End: 6pm

Set Up Hours Start: 6am End: 6pm Breakdown Hours Start: _____ End: _____
(All events must end no later than 10pm)

Please list all City of Clermont facilities and/or streets being requested: W. Desoto between 7th and West

Name of Organization/Renter: Sunshine State Superkids

Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government

Tax Exempt: ☒ Yes ☐ No If Yes, you must provide your Tax Exempt # 85-80164232C-4

Federal ID #/Drivers License #: _____ Website: www.sunshinestatesuperkids.com

Event Contact: John Bomm Email: sunshinestatesuperkids@gmail.com

Day Phone: 352-708-4207 Cell Phone: 407-325-5942 Other Phone/Fax: _____

Address: 363 Sky Valley Street City: Clermont State: FL Zip: 34711

Secondary Contact: Nancy Bomm Phone#: 352-708-4207

Briefly Describe Event: Soap box derby race with special needs children

(Please attached any additional information such as a flyer, brochure or anything else that is pertinent to your event)

Do you have any special requests? (i.e. road closures, electrical, extra trash needs, special cleaning or stocking of bathrooms, etc):
road to be closed is 8th street, races to be held on W desoto. We will bring all road closure materials

Event Participants: 25-30 Expected Attendance: 200 # of Vehicles: _____

Are you planning on having food? ☒ Yes ☐ No Type of food: donuts and pizza

Are you planning on selling food? ☐ Yes ☒ No Will you have an admission fee: ☐ Yes ☒ No If yes, how much: _____

Do you intend to set up tents? ☒ Yes ☐ No If yes, then how big, how many and where? 3 10x10 canopies, 1 at top of hill
1 at finish line and 1 for check in area (all to be shown on the map attached) (a special tent permit may be required)

**Please attach a proposed layout showing your event including parking, set up, tents, event items, etc.

I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities, buildings and fixtures are not damaged, that all equipment has been properly stored and additional cleanup is not necessary. I understand all rental fees and deposit is required at time of reservation.

[Signature]
Applicant Signature

1/22/2016
Date

Rules received and read (initial): _____

City of Clermont Recreation Department, 3700 South Highway 27, Clermont, FL 34711
(352) 394-3500 phone, (352) 394-2900 fax, www.ClermontFL.gov

Payments and Reservations:

The event application form accompanied by total estimated fees, event deposit and appropriate insurance and waivers, must be signed by the applicant and approved by the Parks and Recreation Department before a reservation can be guaranteed. Applications and fees shall be received a minimum of 14 calendar days prior to requested use and no more than 6 months prior to the event date. Please drop off or mail these forms with payment to the City of Clermont Recreation Department located at Clermont Arts & Recreation Center, 3700 S. Highway 27, Clermont, FL 34711. Please remember your request will not be reserved until all required fees are paid. Payment may be made in the form of cash, Money Orders, or Check payable to the **City of Clermont**.

Hold Harmless/Insurance Agreement:

The user will indemnify and hold harmless the City of Clermont from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of, or resulting from the occupancy of the Park by the User, its agents, servants, invitees, and guests under this license.

The user will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to all persons and property in the Park.

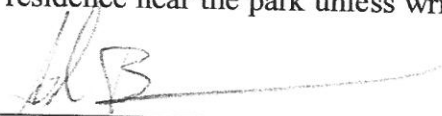
The User will comply with all laws, ordinances, regulations, or other orders regarding the safety of persons or property, or their protection from damage, injury or loss.

The applicant shall supply, when required, a Certificate of Insurance reflecting minimum coverage \$1,000,000 Comprehensive General Liability Insurance, without deductibles, per occurrence. The City of Clermont shall be named as an additional insured, which shall be noted on the Certificate of Insurance. The Certificate shall indicate that the applicant's insurance policy shall not be cancelled without thirty days prior written notice to the City of Clermont.

The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply the Certificate of Insurance to the City of Clermont no later than fourteen (14) calendar days prior to the Program/Event Date. Also, the undersigned agrees to be responsible for damage to facilities and conduct of persons in the program and/or event. Parking is permitted only in designated areas of the park. There is no parking allowed at any place of business or residence near the park unless written permission is granted by each individual owner in advance.

John Bomm

Applicant Name


Applicant Signature

1/22/2016

Date

DEPARTMENT USE ONLY

(To be filled out by City of Clermont Staff)

Application Fee \$ _____ Rental Fee/s \$ _____ Security Deposit Fee \$ _____ Check # _____

Total Estimated Fees and Deposit Required at Booking: \$ _____ Date _____

Total Estimated Rental Fees Due Before Event: \$ _____ Date _____

Rental Fees Received: \$ _____ Date: _____ Receipt # _____

Key #/Code Issued with Date: _____ Date Key Returned: _____

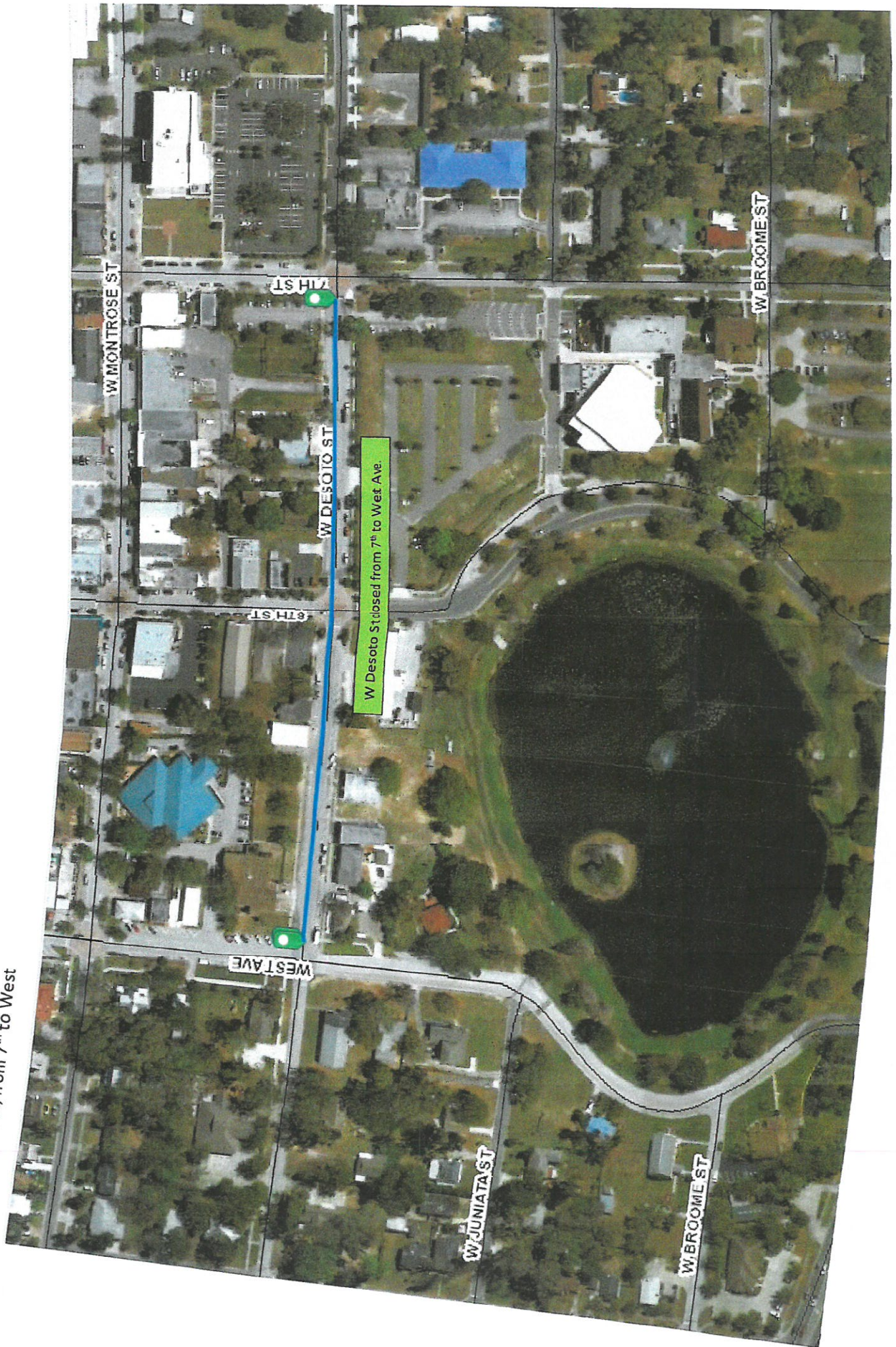
Condition of Facilities at completion of event: _____

Amount of Refund Issued: _____ Date Refund Requested: _____

Special Notes: _____



Race on Desoto St, from 7th to West





Sunshine State Superkids, Inc.
363 Sky Valley Street Clermont, FL 34711
352-708-4207 Cell: 407-325-5942
Email: sunshinestatesuperkids@gmail.com
Web: www.sunshinestatesuperkids.com

December 15, 2015

To our Business Neighbors:

My name is John Bomm and I am the Director of Sunshine State Superkids. We are a non profit 501©3 organization who work with special needs children. We do soap box derby racing with special needs and regular drivers in a two seat car.

We are working with the City of Clermont to put on one race per year in the city. We have tentatively scheduled a race for April 2, 2016. The race will be held on West Desoto Street between 7th Street and West Avenue. This will be an all day event starting at approximately 6 a.m. and ending with clean up at approximately 6 p.m.

It is my understanding that your business may be closed on Saturdays. We have scheduled this special race when you are closed so as not to impose on you and your ability to do business. If your business is not closed, we are asking your permission to continue with this race. **This is a once a year event and we hope to have your acceptance.**

The City of Clermont requests a signature from you giving us permission to race that day.

Sincerely yours,

John Bomm
Director, Sunshine State Superkids, Inc.

Please be kind enough to sign this for me. The children in the community will be thankful for your help.

Signature

Date

1/6/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2015

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED John Bomm 363 Sky Valley Street Clermont, FL 34711		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Essex Insurance Company	39020
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A Y	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC Retail Liquor Liability	3DS5440-M892733	SEE BELOW	SEE BELOW	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04 for the following dates: 01/29/2016, 01/30/2016, 02/26/2016, 02/27/2016, 03/25/2016, 03/26/2016, 04/01/2016, 04/02/2016, 09/23/2016, 09/24/2016, 10/14/2016, 10/15/2016, 11/18/2016 & 11/19/2016.

CERTIFICATE HOLDER

City of Clermont
685 W. Montrose St
Clermont, FL 34711

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date					
Tuesday, February 23, 2016					
Agenda Item Name					
Utility Service Agreement					
Requested Action					
Move to approve the Utility Service Agreement for Wastewater/Sewer for Pinecrest Lakes Academy Charter School					
Staff Report					
This request is for wastewater/sewer service for Pinecrest Lakes Academy Charter School, grades K-8 with approximately 50 staff. The building will be 5,300 sq. ft. with 750 student stations. The site is located northwest of the corner of Hancock Road and Old Highway 50, in the City of Minneola. Minneola will serve water to the development but does not have sewer available at this time. Minneola is to the west (Minneola East Ridge) and north, and Clermont is to the south (Sky Ridge Valley) and east (Highland Ranch). The site is outside Clermont's Interlocal Service Boundary Agreement (ISBA) area, in the City of Minneola, and therefore will not require an encumbrance for annexation. Owner & Applicant: Minneola School Development, LLC - Roxanne Wright, Manager Project: Public Charter School, grades K-8 Size: 9.14 acres Location: 14012 Old Dixie Highway Future Land Use: Minneola - Institutional Zoning: Minneola - Public Facilities/Institutional Status of Project: The property has been approved by the City of Minneola Projected Wastewater/Sewer Use: 1,200 gpd The project will be developed pursuant to the attached Utility Services Agreement for Wastewater/Sewer.					
Additional Analysis					
Fiscal Impact Summary					
N/A at this time					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					

- | | | |
|----|---|--|
| 1. | Pinecrest Lakes Academy Utility Services Agreement for Pinecrest Lakes Academy USA for Wastewater, Wastewater | CC2-23-16.pdf |
| 2. | Pinecrest USA Application | Pinecrest USA-wastewater APP for CC2-23-16.pdf |

UTILITY SERVICE AGREEMENT FOR WASTEWATER

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Minneola School Development, LLC (a.k.a. Pinecrest Lakes Academy), and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a private school with up to 53,800 sq. ft., which is located on real property (the "Property") described on *Exhibit 'A'*, attached hereto and by this reference made a part hereof; and

Whereas, the Property is located within the City of Minneola and the OWNER is requesting wastewater/sewer service from the CITY; and

Whereas, as a condition of CITY providing said wastewater/sewer service to the property, OWNER is to extend sewer lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the development; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY. The connection points will be those closest to the Property.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until sewer is provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The OWNER shall construct or be responsible for all access to the site which may include turn lanes from Hancock Road or Old Hwy. 50 into the development, along the northern property boundary line.
- 1.9 The existing utilities along Old Hwy. 50 must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.10 The utilities in the property shall be privately owned and maintained, but shall be constructed to City standards.
- 1.11 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.12 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.13 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.14 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.11 and 1.12 from the CITY in the form of Impact Fee Credits (if applicable).
- 1.15 The Impact Fee Credits (if applicable) shall be established subject to Sections 1.11 and 1.12 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.16 Impact Fee Credits (if applicable) may not be transferred outside of the Property described and shown on the location map in Exhibit "A", but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

- 1.17 The OWNER shall be responsible for all applicable fees including but not limited to impact fees (if applicable), connection fees and permitting fees.
- 1.18 The City may require a looped system to provide reliability and redundancy to the property. Easements in accordance with Clermont standards may be required for access, as determined by the City of Clermont.
- 1.19 The point of sewer connection shall be coordinated with the existing utilities on the Old Hwy. 50. The City will not accept ownership of utilities within the Old Hwy 50 right-of-way.
- 1.20 The Pinecrest Lakes Academy development will be required to disconnect from the CITY of Clermont sewer system, at the OWNER's expense, and connect to Minneola's system upon notice from the City of Minneola.
- 1.21 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns, as approved by the City's Site Review Committee. No chain link shall be used in public view areas.
- 1.22 Parking of any vehicles outside the paved parking areas, or in any landscape buffers shall not be permitted. Parking shall not be permitted on any State or local road right-of-ways.
- 1.23 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).
- 1.24 The development shall be in substantial compliance with the Site Plan and Architectural Plan as shown in Exhibit "B". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.25 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.26 The Agreement shall be for commercial utility flow/demand for sewer is 1,200 gpd, based on an annual average. Exceeding these amounts may require a new Utility Services Agreement. (gpd = gallons per day). Allowed overage of up to 10% allowed.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- (b) The project shall be developed in substantial accordance with the Master Site Plan and architectural renderings (Exhibit "B") as submitted with the Utility Service Agreement request, dated September 2015 by *BESH*.

Section 3. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 4. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Minneola School Development, LLC
Rosanne Wright
6340 Sunset Drive
Miami, FL 33143

Section 5. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 6. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this _____ day of _____, 2016.

CITY OF CLERMONT

ATTEST:

Gail L. Ash, Mayor

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

OWNER: Rosanne Wright
(Minneola School Development, LLC – a.k.a. Pinecrest Lakes Academy)

Signature Title: _____

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2016, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Minneola School Development, LLC (a.k.a. Pinecrest Lakes Academy) - Rosanne Wright

Description:

LANDS DESCRIBED IN O.R. BOOK 0946, PAGE 2402 AND O.R. BOOK 0946, PAGE 2404, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS BEING A PORTION OF TRACT 40-B, 41 AND OLD RAILROAD RIGHT-OF-WAY AS SHOWN ON THE PLAT OF LAKE HIGHLANDS COMPANY PLAT OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 3 PAGE 32, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF EASTRIDGE PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGES 4-6, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY; THENCE SOUTH 00°02'10" EAST ALONG SAID EAST LINE, A DISTANCE OF 37.70 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN O.R. BOOK 1025, PAGE 1905, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY, SAID POINT BEING THE POINT-OF-BEGINNING; THENCE NORTH 89°57'50" EAST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF LANDS DESCRIBED IN O.R. BOOK 1049, PAGE 0734, AND O.R. BOOK 3131, PAGE 2164, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY, A DISTANCE OF 580.00 FEET TO THE SOUTHEAST CORNER OF SAID O.R. BOOK 3131, PAGE 2164; THENCE NORTH 08°43'11" WEST ALONG THE EAST LINE OF SAID O.R. BOOK 3131, PAGE 2164, A DISTANCE OF 208.56 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN O.R. BOOK 2097, PAGES 1698-1702, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY, SAID POINT BEING 10 FEET SOUTH (BY PERPENDICULAR MEASUREMENT) OF THE SOUTH RIGHT-OF-WAY LINE OF OLD COUNTY ROAD 50 (AS SHOWN) ON COUNTY ROAD OLD 50 RIGHT-OF-WAY AND SURVEY & MAINTENANCE RIGHT-OF-WAY MAP RECORDED IN MAP BOOK 9, PAGES 1-27, OF SAID PUBLIC RECORDS OF LAKE COUNTY AND THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 957.00 FEET, AND A CENTRAL ANGLE OF 09°39'59"; THENCE FROM A TANGENT BEARING OF SOUTH 49°35'11" EAST, RUN SOUTHEASTERLY, PARALLEL TO SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID SOUTH LINE OF O.R. BOOK 2097, PAGES 1698-1702, AND THE ARC OF SAID CURVE AN ARC DISTANCE OF 161.44 FEET TO A POINT ON THE WEST LINE OF THE NORTHERLY EXTENSION OF SKYRIDGE VALLEY PHASE II REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 87-88, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY, THENCE SOUTH 00°05'57" WEST ALONG SAID WEST LINE, A DISTANCE OF 697.07 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN O.R. BOOK 2403, PAGE 1587, OF THE SAID PUBLIC RECORDS OF LAKE COUNTY AND THE POINT OF CURVATURE OF A NON TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 880.00 FEET, AND A CENTRAL ANGLE OF 14°06'42"; THENCE FROM A TANGENT BEARING OF NORTH 75°55'28" WEST, RUN WESTERLY ALONG THE NORTH LINE OF SAID O.R. BOOK 2403, PAGE 1587, AND THE ARC OF SAID CURVE AN ARC DISTANCE OF 216.74 FEET; THENCE SOUTH 89°57'50" WEST ALONG SAID NORTH LINE, A DISTANCE OF 445.78 FEET TO THE SAID EAST LINE OF EASTRIDGE PHASE II; THENCE NORTH 00°02'10" WEST ALONG SAID EAST LINE, A DISTANCE OF 579.20 FEET TO THE POINT-OF-BEGINNING.

Containing 9.15 acres, more or less

Address:

14012 Old Hwy. 50

Lake County Alternate Key Numbers:

1647673

EXHIBIT "A" (cont.)

Minneola School Development, LLC (a.k.a. Pinecrest Lakes Academy) ~ LOCATION MAP

Aerial view:



Minneola School Development, LLC (a.k.a. Pinecrest Lakes Academy) ~ SITE PLAN:

EXHIBIT “B” (cont.)

Minneola School Development, LLC (a.k.a. Pinecrest Lakes Academy) ~ ARCHITECTURAL:

View from west looking east



View from the SE looking NW



\\cityhall\\shares\\Economic Development\\JHITT\\JPA -Utility Agreements & Reviews\\Pinecrest Lakes Academy\\Pinecrest Lakes Academy USA for Wastewater, CC2-23-16.doc



CITY OF CLERMONT

UTILITY SERVICE AGREEMENT APPLICATION For Utilities Outside of Municipal Boundaries & Determination of Capacity

APPLICANT: Minneola School Development, LLC Date: 02/02/16

CONTACT PERSON: Fernando Barroso
Address: 6340 Sunset Drive
City: Miami State: Florida Zip: 33143
Phone: 407-754-6311 Fax: 305-669-4390
E-Mail: FernBarr@gmail.com

OWNER: Minneola School Development, LLC
Address: 6340 Sunset Drive
City: Miami State: Florida Zip: 33143
Phone: 305-669-2906 Fax: 305-669-4390
E-Mail: _____

PARTY RESPONSIBLE FOR AGREEMENT: Fernando Barroso

Address of the subject property: 14012 Old Highway 50, Clermont, Florida 34711

General Location of the Property: Old Highway 50 & Hancock Road (map attached)
(Include Location Map)

Area of the property: 9.14 acres

Zoning: Public Facility/Institutional County Future Land Use FLUM Institutional
Attach development orders, ordinances and staff reports by Lake County and the Florida
Dept. of Economic Opportunity (DEO).

Estimated Water Consumption is N/A Gallons per day.
(excluding irrigation)

Estimated Sewer Consumption is +/- 1200 Gallons per day.
Detailed description of project: (or attach)

Estimated Re-Use (Gray Water) Water Consumption is N/A Gallons per day.

Detailed Description of Project: Project will consist of an approximately 53,000 sf building,
750 student station public charter school for grades K-8 with approximately 50 staff.

Items required for submittal include one (1) copy of the following items:

- ☒ Signed original application and materials required for processing.
- ☐ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept. Phone: (352) 241-0178
- ☒ Proposed Site Plan (if applicable)
- ☒ Lake County Property Appraiser - record card
- ☒ Location map
- ☐ Any applications currently on file with Lake County
- ☐ Any Lake County staff reports
- ☐ DEO or ECFRPC correspondence
- ☐ Any information needed for determination of the utility services requested

Minneola School Development LLC
Applicant Name (print)

x Rosanne Wright, Manager
Applicant Name (signature)

Minneola School Development LLC
Owner Name (print)

x Rosanne Wright, Manager
Owner Name (signature)

Prior to submitting an application, a meeting with the City of Clermont is required.
To schedule a meeting with the City of Clermont please contact:

- > **James Hitt, Economic Development Director:**
Phone: (352) 241-7305
Email: jhitt@clermontfl.org

A review by the Site Review Committee may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

City of Clermont
Economic Development Department
685 W. Montrose St.
Clermont, FL 34711
(352) 241-7305



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 23, 2016		
Agenda Item Name		
Variance Request Ayyoob Table to March 22, 2016		
Requested Action		
Move to deny the variance requests.		
Staff Report		
This request, originally scheduled to be heard at the Jan. 26, 2016 City Council meeting, was tabled at staff's request to allow for additional documentation. The applicant, Harris Ayyoob, is requesting the following four variances to the Land Development Code (LDC): (1) To allow for a side yard setback of 5 feet instead of the 7.5 feet as required by the LDC, Section 122-186 (2) To allow for a front yard setback of 10 feet instead of the 25 feet as required by the LDC, Section 122-186 (3) To allow for a minimum lot width of 60 feet instead of 75 feet as required by the LDC, Section 122-185 (4) To allow for a driveway to be placed up to the side lot line instead of the 5-foot setback from the side lot line as required in the LDC, Section 122-342 The applicant is in the process of converting an existing single family home to a two-family dwelling unit. As part of this process, the applicant has to provide more parking. The current zoning, R-3 Residential/Professional District, permits two-family dwelling units. The single family home was constructed in 1925 and is located on a nonconforming lot of record. The first three variance requests are for the existing conditions of the current structure. No increase in footprint or size of the dwelling is being sought. The fourth variance request is for the addition of a driveway to accommodate the additional parking demand from the two-family dwelling. The applicant has adequate room behind the home to accommodate parking. The challenge is getting the vehicles from the front of the home to the back of the home with the current conditions. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance requests.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Request to table	Ayyoob.pdf

February 15, 2016

To the Clermont City Council:

We have been working with the title company and the adjoining property owner in getting a title issue resolved. A claim has been made and is being processed through the proper channels. Unfortunately, this will take some additional time and I respectfully request another 30 day continuance until the March 22, 2016 City Council meeting. I appreciate your consideration of this request.

Sincerely,

Robert Brown, Infinity Construction Group, Inc.

352-650-4653

Applicant/Contact person for Mr. Harris Ayyoob



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, February 23, 2016	
Agenda Item Name	
Resolution No. 2016-02 <i>The Crossing Church</i>	
Requested Action	
Move approve Resolution 2016-02.	
Staff Report	
The owner, The Crossing Church, is requesting a conditional use permit for a church and associated ministry uses in the UE Urban Estate Zoning District. The church acquired the property in 2010 with the expectations to one day build a multi-purpose facility to serve the congregation and community. The site is over 18 acres in size, with about one-third consisting of floodplain, wetlands, and open water body (Blacks Lake). The property was annexed into the City in 2013 along with a large-scale comprehensive plan amendment and right of way vacation request. The property's future land use is Public Facilities/Institutional. These approvals laid the ground work for the church to move forward in the future with a conditional use permit and site plan approval for the ministry when the time was right. The church proposes to develop the facility in multiple phases. A master plan program identified the needs and desire of the church. The six phases outlined on the master plan consists of an initial assembly building (5,000 SF), multi-purpose building/recreational (12,000 SF), wedding pavilion (2,000 SF), administration office building (5,000 SF), sanctuary assembly (20,000 SF) and a cottage retreat (2,000 SF). The total square footage of all buildings on the site will not exceed 50,000 square feet. The buildings will be compliant with the City's architectural guidelines. The facility will be served by City water and sewer, along with other City services. The project will go through the site plan review process and be developed in substantial accordance with the Master Plan Program, Exhibit A. The church is also requesting three variances in assisting with the development of the project. The variances being requested are: (1) using the existing grapefruit grove along Old Hwy 50 as a natural landscape buffer, (2) use of grass parking spaces with no landscape islands and no curbing, and (3) use of grass parking drive aisles and no curbing. The church desires to keep the grove functional since it is an income producing project and it offers a wider depth of screening from the road than a traditional landscape buffer. The grass parking and drive aisles will reduce the impervious surface area and heat islands and have been used before in certain situations. The overall facility will be used for the ministry purposes surrounding the church. These uses include, but are not limited to, worship, recreation, daycare, administrative office, and special retreats/programs. The church desires to create a campus that serves as a faith-based center of hope, life and joy for the community. The church is consistent with the area as a whole and has previously received initial support through the future land use change to Public Facility/Institutional from the City. The church and its uses are allowable through a conditional use permit under the Urban Estate zoning and Public Facility/Institutional future land use. Therefore, staff recommends approval of this request.	

At the February 2, 2016 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the conditional use permit; seconded by Commissioner Carlos Solis. The vote was unanimous to recommend approval.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---------------------|-------------------------------------|
| 1. | Resolution | Res. 2016-02.docx |
| 2. | Location Map | Location Map.pdf |
| 3. | Master Plan Program | Master Plan Program - Exhibit A.pdf |
| 4. | Site Plan | Site plan 2016.pdf |
| 5. | CUP Conditions | CUP Conditions.docx |
| 6. | P&Z Minutes | P&Z minutes.pdf |
| 7. | Application | CUP 2016 application.pdf |
| 8. | Legal ad | Crossing Church CUP Ad.docx |

CITY OF CLERMONT
RESOLUTION NO. 2016-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A CHURCH FACILITY IN THE UE URBAN ESTATE ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 2, 2016 recommended approval of this Conditional Use Permit to allow for a church facility in the UE Urban Estate zoning district; at the following location:

LOCATION:

(Alternate Keys 1453275 and 3880865)
2715 Old Highway 50

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that:

This application for a Conditional Use Permit to allow for a church facility in the UE Urban Estate zoning district; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit. The property shall be developed in substantial accordance with the Master Plan Program prepared by GatorSketch, Exhibit A. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

CITY OF CLERMONT
RESOLUTION NO. 2016-02

4. The structure shall be inspected by the Fire Inspector for life safety requirements, all requirements must be met prior to any Certificate of Occupancy being issued.
5. The structure shall be inspected by the Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
6. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
7. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
8. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
9. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
10. If, at a future date, parking at this site proves inadequate the applicant understands and agrees that the City may require additional parking improvements or rescind this Conditional Use Permit.
11. Should the church use cease operations for a period greater than 1 year, a new Conditional Use Permit shall be required.

Section 2 – Land Use

1. The property may be used as a church facility/campus with accessory uses, not to have more than 50,000 square feet of total building space along with other permitted uses in the Urban Estate zoning district.

CITY OF CLERMONT
RESOLUTION NO. 2016-02

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County,
Florida, this 23rd day of February, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

General Location

The Crossing Church



Property

The Crossing Church



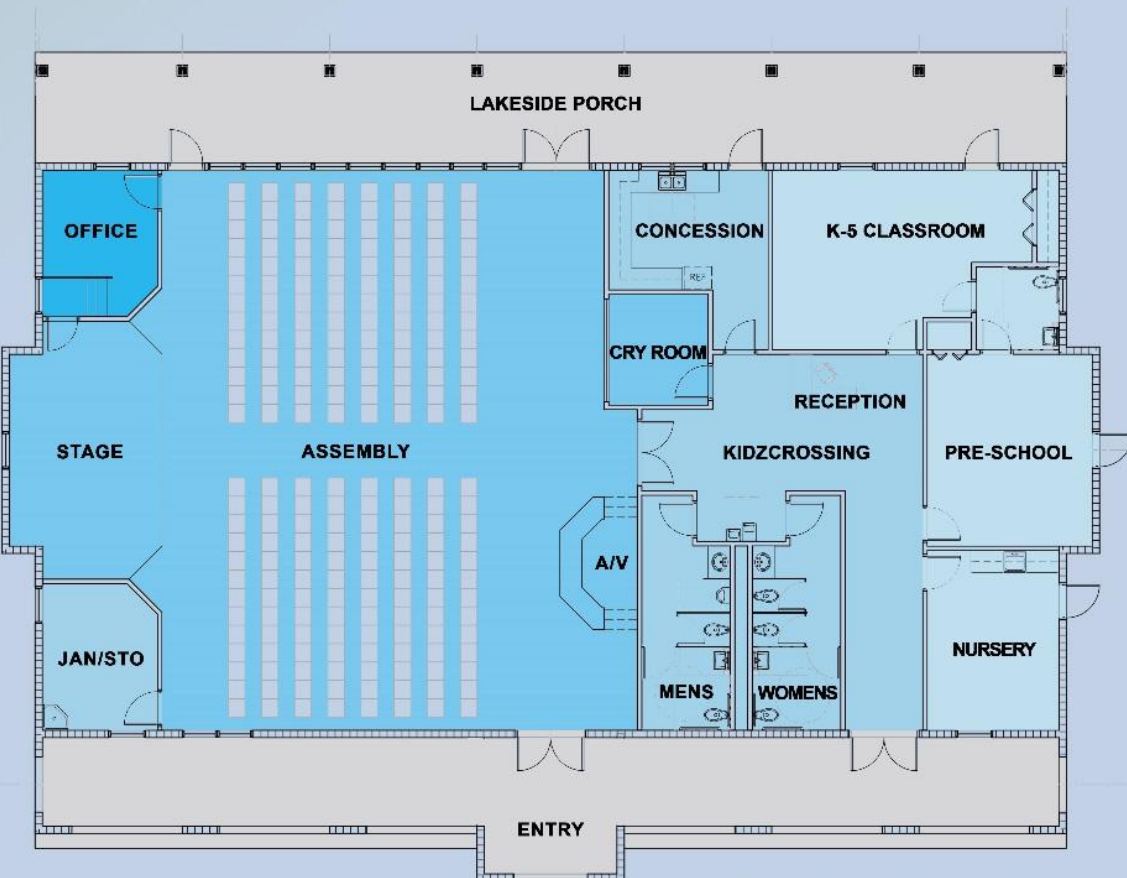
MASTER PLAN PROGRAM



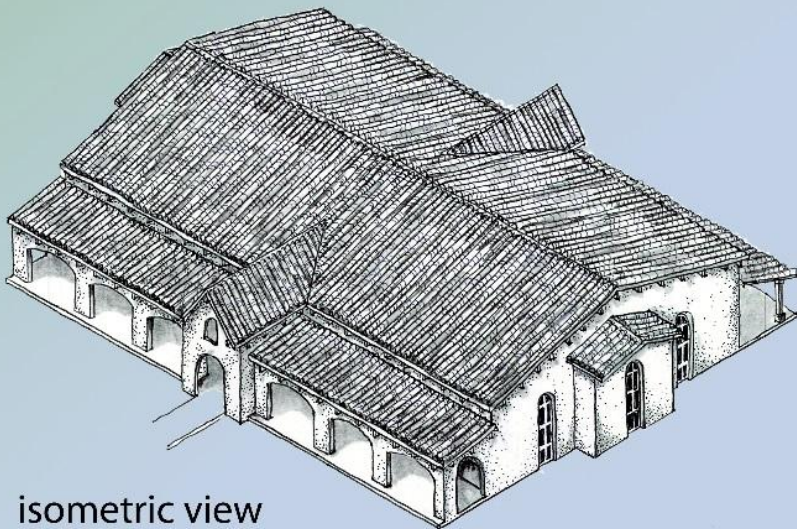
site aerial

- **Phase 1 – Initial Assembly Building**
5,000 sf & 70 Parking Spaces
Assembly Worship – 250 Occupants
Three Sunday School Classrooms:
50 Students / 6 Teachers
- **Phase 2 – Multi-Purpose Building**
Assembly/Recreational
12,000 sf & 145 Parking Spaces
580 Occupants
- **Phase 3 – Wedding Pavilion**
2,000 sf
Dock and Beach
- **Phase 4 – Administration Offices**
5,000 sf & 25 Parking Spaces
10 Offices & 2 Conference Rooms
- **Phase 5 – Sanctuary Assembly**
20,000 sf & 250 Parking Spaces
1,000 Occupants
Chapel and Full Kitchen
- **Phase 6 – Cottage Retreat**
2,000 sf & 2 Parking Spaces

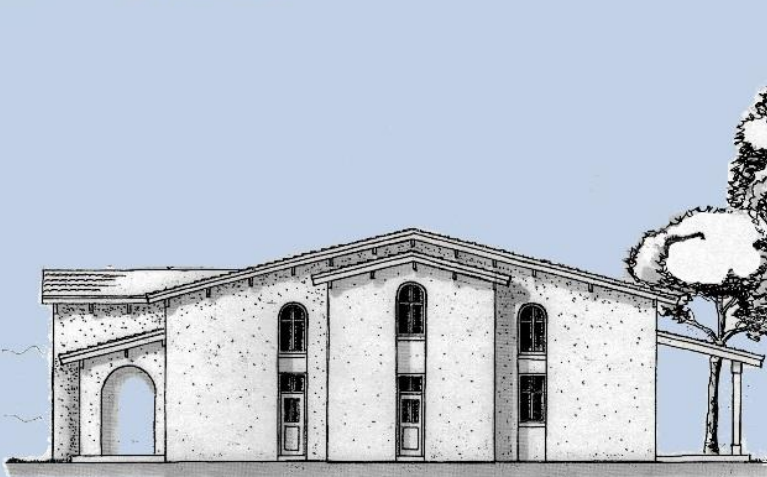
Master Plan Total: 5 Buildings
44,000 sf, Wedding Pavilion,
and 367 Parking Spaces



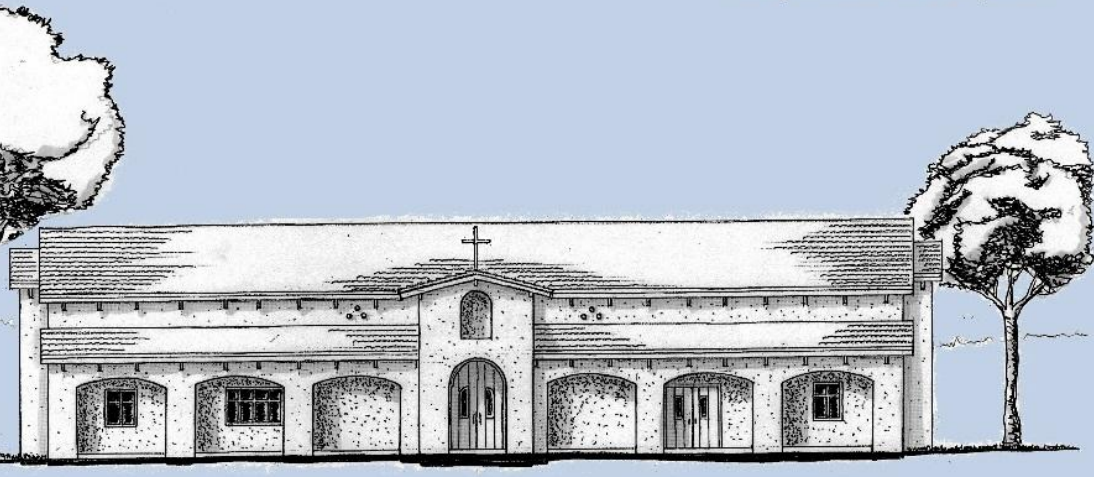
1st phase floor plan



isometric view



side elevation



front elevation

Exhibit A



PATRICK M. KELLEY, P.L.S. FLORIDA SURVEYOR'S CERTIFICATE NO. 4483
NOT VALID WITHOUT THE ORIGINAL IMAGED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR & MAPPER
THE SURVEY DETECTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.



Love God. Love Others. Change the World.

Clermont, Lake County, Florida





Phase 1

- **Initial Assembly (Future Education Building) – 5,000 sf**
- Assembly Worship 2,065 sf ($1/7$ sf) = 250 occupants
- Three Sunday School Classrooms – 50 Students/6 Teachers
- **Parking (Stabilized, Unpaved) – 70 Total Parking Spaces**
 Assembly 250 Occupants ($1/4$) = 64 Parking Spaces
 Three Classrooms 6 Teachers ($1/\text{Teacher}$) = 6 Parking Spaces
- Site Improvements
 Pave Main Entrance with Right Turn Deceleration Lane
- Extend City Water with Fire Hydrant into Site
 Extend City Sanitary Sewer into Site
 Storm Water Management Improvements / Retention Pond





Phase 2

- **New Multi-purpose Building – 12,000 sf**
- Assembly 4,060 sf $1/7\text{sf} = 580$ Occupants
- Convert Initial Assembly Building - 5,000 sf into Sunday School/Day Care
 - Seven Classrooms 160 Students/14 Teachers
 - Parking (Stabilized, Unpaved) – **175 Total Parking Spaces**
 - Assembly 580 Occupants (1/4) – 145 Parking Spaces
 - Day Care 5,000 sf (1/300sf) + 14 teachers = 30 Parking Spaces
- Site Improvements
 - Pave Main Drive Way
 - Extend Site Water and Sanitary Sewer Systems
 - Improve Storm Water Management and Pond

Total Site Development at Phase 2 Completion:
Two Buildings (17,000 sf) – Parking (175 Spaces)





Phase 3

- New Exterior Wedding Pavilion – 2,000 sf
- New Beach & Dock
- Existing Parking (Stabilized, Unpaved) – 175 Parking Spaces
- Site Improvements
Improve Storm Water Management

Total Site Development at Phase 3 Completion:
Two Buildings (17,000 sf) – Parking (175 Spaces)
Wedding Pavilion





Phase 4

- **New Administration Offices - 5,000 sf**
10 Offices & Conference Rooms – 5,000 sf / 200 sf = 25 occupants
- **Parking (Stabilized, Unpaved)**
Business 5,000 sf / 200 sf = **25 Parking Spaces**
- **Site Improvements**
Pave Additional Drive Ways
Extend Site Water and Sanitary Sewer
Improve Storm Water Management and Pond

Total Site Development at Phase 4 Completion:
Three Buildings (22,000 sf) – Parking (200 Spaces)
Wedding Pavilion

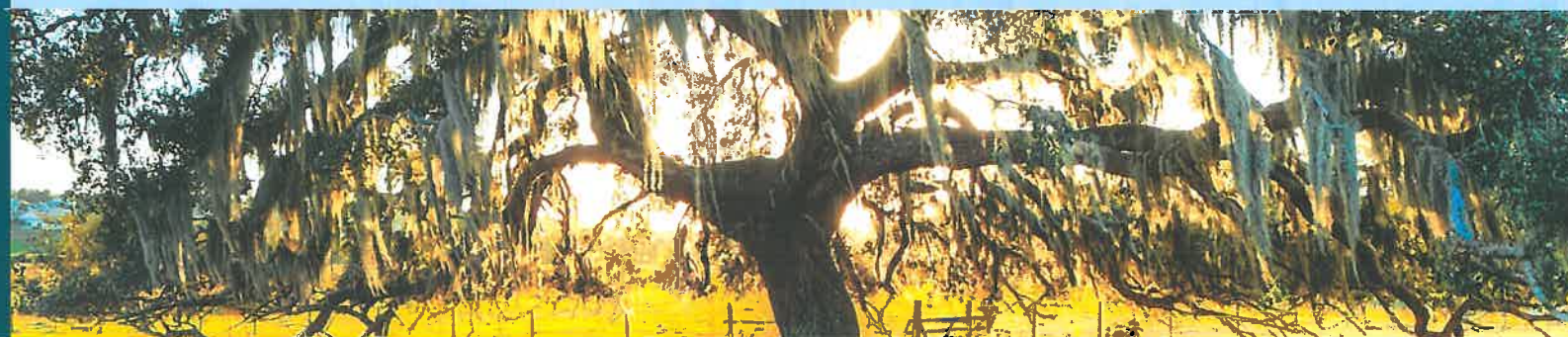




Phase 5

- **New Sanctuary Assembly Building – 20,000 sf**
Includes Chapel & Full Kitchen – 1,000 occupants
- Parking (Stabilized, Unpaved) 1,000 occupants/ 4 occupants
= **250 Parking Spaces**
- Convert Multi-purpose to Recreational Building
Recreational Building Parking 12,000 sf /200 sf
= 60 Parking Spaces (Reduces the Building's Parking Requirement from 145 to 60 Spaces)
- Site Improvements
Pave Additional Drive Ways
Extend Site Water and Sanitary Sewer
Improve Storm Water Management and Pond

Total Site Development at Phase 5 Completion:
Four Buildings (42,000 sf) – Parking (365 Spaces)
Wedding Pavilion





Phase 6

- New Cottage Retreat – 2,000 sf
- Parking (Stabilized, Unpaved) – 2 Parking Spaces
- Site Improvements
 - Extend Site Water and Sanitary Sewer
 - Improve Storm Water Management

Total Site Development at Phase 6 Completion:

***Five Buildings (Total 44,000 sf) – Parking (367 Spaces)
Wedding Pavilion***

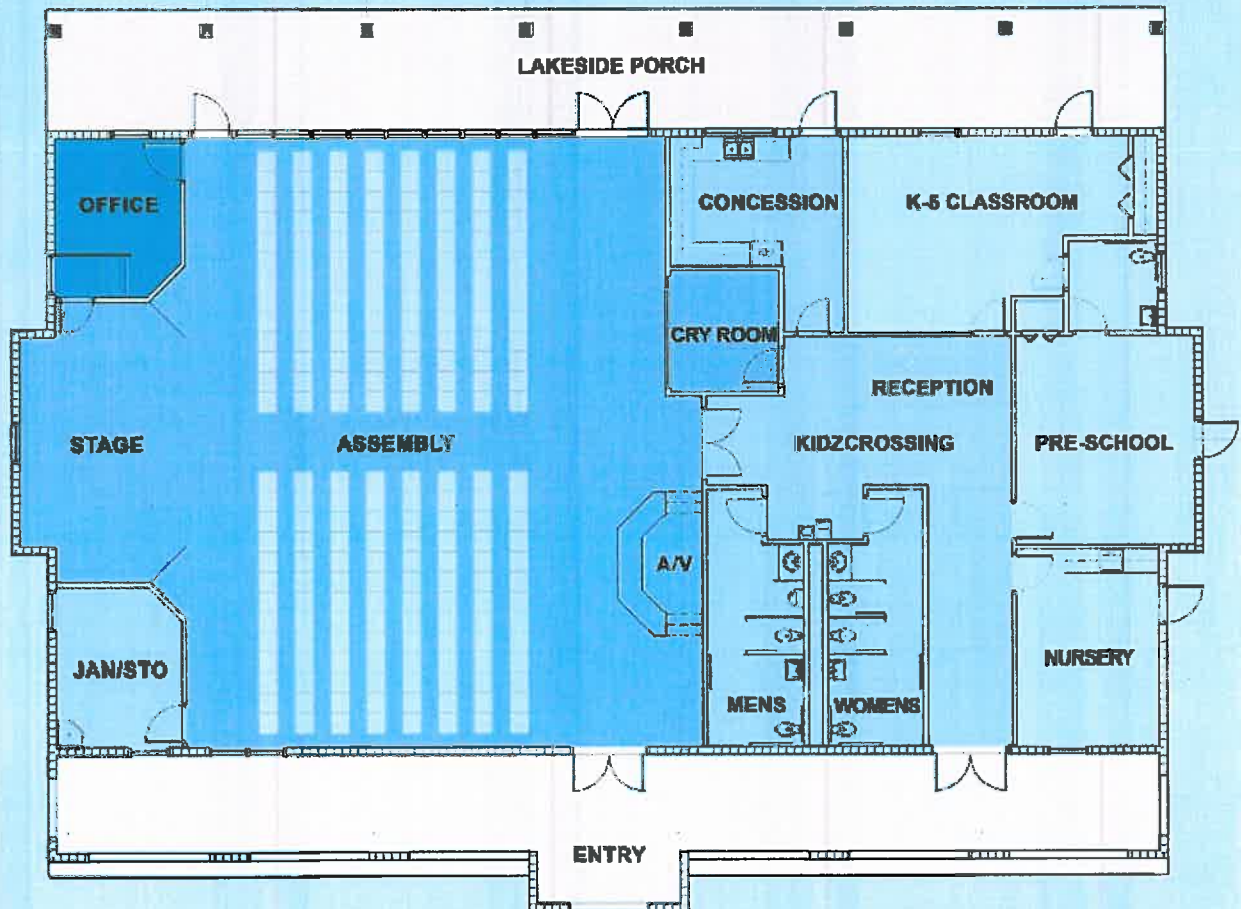


MASTER PLAN PROGRAM

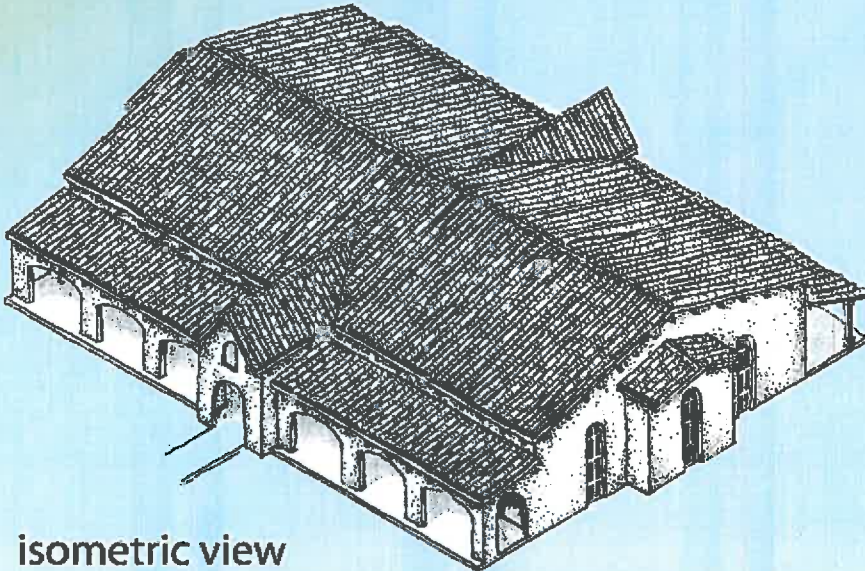


site aerial

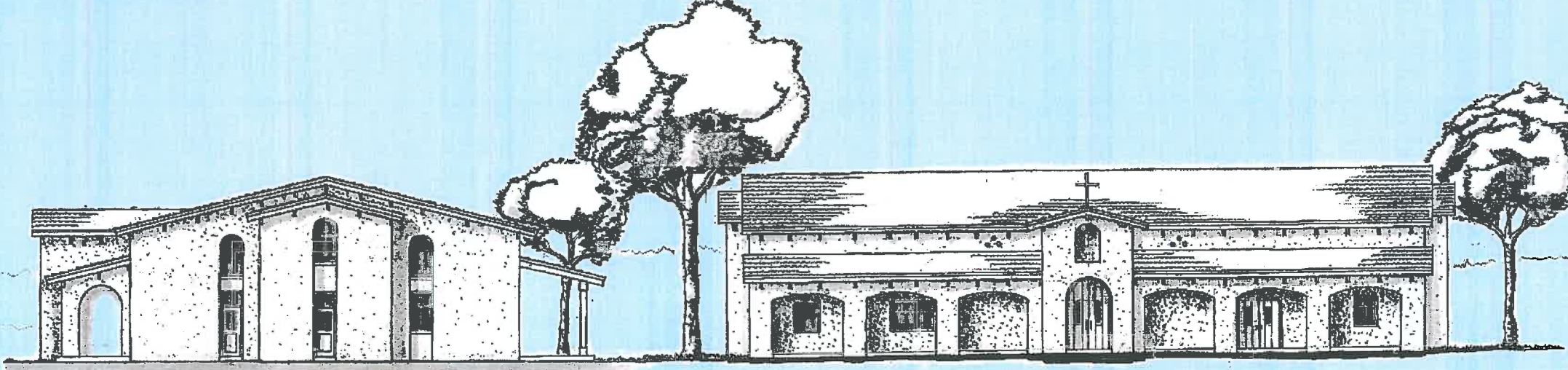
- **Phase 1 – Initial Assembly Building**
5,000 sf & 70 Parking Spaces
Assembly Worship – 250 Occupants
Three Sunday School Classrooms:
50 Students / 6 Teachers
 - **Phase 2 – Multi-Purpose Building**
Assembly/Recreational
12,000 sf & 145 Parking Spaces
580 Occupants
 - **Phase 3 – Wedding Pavilion**
2,000 sf
Dock and Beach
 - **Phase 4 – Administration Offices**
5,000 sf & 25 Parking Spaces
10 Offices & 2 Conference Rooms
 - **Phase 5 – Sanctuary Assembly**
20,000 sf & 250 Parking Spaces
1,000 Occupants
Chapel and Full Kitchen
 - **Phase 6 – Cottage Retreat**
2,000 sf & 2 Parking Spaces
- Master Plan Total: 5 Buildings**
44,000 sf, Wedding Pavilion,
and 367 Parking Spaces



1st phase floor plan



isometric view



side elevation

front elevation

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit. The property shall be developed in substantial accordance with the Master Plan Program prepared by GatorSkitch, Exhibit A. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The structure shall be inspected by the Fire Inspector for life safety requirements, all requirements must be met prior to any certificate of occupancy being issued.
5. The structure shall be inspected by the Building Inspector and all building code violations must be corrected prior to a certificate of occupancy being issued.
6. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
7. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
8. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
9. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
10. If, at a future date, parking at this site proves inadequate the applicant understands and agrees that the City may require additional parking improvements or rescind this Conditional Use Permit.
11. Should the church use cease operations for a period greater than 1 year, a new Conditional Use Permit shall be required.

Section 2 – Land Use

1. The property may be used as a church facility/campus with accessory uses, not to have more than 50,000 square feet of total building space along with other permitted uses in the Urban Estate zoning district.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 2, 2016**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday February 2, 2016 at 6:30 p.m. by Chairman Nick Jones. Other members present were Carlos Solis, Herb Smith, Tony Hubbard, Cuqui Whitehead and Jack Martin. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held January 5, 2015 were approved as written.

REPORTS

Chairman Jones stated that Florida Lake Symphony Orchestra will be performing at the Family Christian Center on February 19, 2016.

Commission Solis stated that in December his band won the Akademia Music Awards Best Jazz Album and they will be performing at the Wayne Densch Performing Art Center in Sanford on April 9, 2016.

1. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a church facility in the UE Urban Estate zoning district, located at 2715 Old Highway 50.

APPLICANT: Michael Latham

Senior Planner Kruse presented the staff report as follows:

The owner, The Crossing Church, is requesting a conditional use permit for a church and associated ministry uses in the UE Urban Estate zoning district. The church acquired the property in 2010 with the expectations to one day build a multi-purpose facility to serve the congregation and community. The site is over 18 acres in size, with about one-third consisting of floodplain, wetlands, and open water body (Blacks Lake). The property was annexed into the city in 2013 along with a large scale comprehensive plan amendment and right-of-way vacation request. The property's future land use is Public Facilities/Institutional. These actions laid the ground work for the church to move forward in the future with a conditional use permit and site plan approval for the ministry when the time was right.

The church proposes to develop the facility in multiple phases. A master plan program identified the needs and desire of the church. The six phases outlined on the master plan consists of an initial assembly building (5,000 SF), multi-purpose building/recreational (12,000 SF), wedding pavilion (2,000 SF), administration office building (5,000 SF), sanctuary assembly (20,000 SF) and a cottage retreat (2,000 SF). The total square footage of all buildings on the site will not exceed 50,000 square feet. The buildings will be compliant with the City of Clermont's architectural guidelines. The facility will be served by city water and sewer, along with other city services. The project will go through the site plan review process.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 2, 2016**

Page 2

The overall facility will be used for the ministry purposes surrounding the church. These uses include, but are not limited to, worship, recreation, daycare, administrative office, and special retreats/programs. The church desires to create a campus that serves as a faith-based center of hope, life and joy for the community.

The church is consistent with the area as a whole and has previously received initial support through the future land use change to Public Facility/Institutional from the City. The church and its uses are allowable through a conditional use permit under the Urban Estate zoning and Public Facility/Institutional land use category. Therefore, staff recommends approval of this request based upon the information presented.

Chairman Jones stated that he was approached by the applicant to show him what they were planning. He stated that nothing was discussed that was outside of what was presented here.

Commissioner Solis stated that he visited with the applicant as well.

Commissioner Whitehead stated that she received a phone call but she declined to meet the applicant.

Michael Latham, 605 W. Montrose St., stated that he is here to represent the applicant.

Pastor Kendal Anderson, 12248 Lake Valley Dr., stated that they purchased this property about six years ago. He stated that they want to build a facility, along with a get-away cottage. He stated that they would like to see the facility used more than just on Sundays and Wednesdays.

Bob Peraza, 2322 Fenton Ave., asked if the church is tied to a specific domination.

City Attorney Mantzaris stated that the applicant can answer that question if he likes but it is irrelevant for the Commission.

Mr. Anderson stated that it is non-denominational and they have a partnership with several churches across the country.

Commissioner Whitehead stated that she likes that they are keeping the trees and the idea of the cottages.

Commissioner Whitehead moved to recommend approval of the conditional use permit; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

2. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a school facility expansion in the R-3 Residential/Professional zoning district, located at 983 W. Desoto Street.

APPLICANT: Denise Pike



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: 4-23-15

FEE: \$1,000.00

PROJECT NAME (if applicable): The Crossing Church at the Grove

APPLICANT: The Crossing Church

CONTACT PERSON: Pastor Kendal Anderson

Address: P.O. Box 121688

City: Clermont State: Florida Zip: 34712-1688

Phone: (352) 241-9909 Fax: _____

E-Mail: kendalwired@yahoo.com

OWNER: The Crossing Church

Address: P.O. Box 121688

City: Clermont State: Florida Zip: 34712-1688

Phone: (352) 241-9909 Fax: _____

Address of Subject Property: Annexed into City Ordinance 2013-08

General Location: Old Hwy. 50 , South of the Verde Ridge Subdivision

Old Hwy. 50 , South of the Verde Ridge Subdivision

Legal Description (include copy of survey): _____

Section 15, Township 22 South, Range 26 East

Lake County Plat Book 3, Page 52

Land Use (City verification required): Public Facilities / Institutional Land Use

Zoning (City verification required): UE Urban Estate



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

The Crossing Church currently assembles for worship Sundays at the East Ridge H.S Auditorium. They are ready to make the first improvements to their 17 acre, lake front property that has a producing grapefruit grove. They plan to keep the grove operational, serving as a landscape buffer along Old Hwy 50. The buildings will be located to take advantage of beautiful lake views and to preserve several majestic oak trees. The desire is for grass parking to minimize the extent of pavement & its negative heat effect. Storm water drainage will be managed by improving a centrally located pond under existing mature trees. The architecture is contemplated to be a timeless Spanish mission style, which has historical precedence in Florida. The 20 year phased building plan includes a Sanctuary, Multi-purpose Recreational Building, Daycare, Administrative Offices, Wedding Pavilion, Cottage Retreat, Dock & Beach, totaling 46,000 sf with 367 parking spaces. The Church goals are to grow through outreach in the City and to provide a dynamic faith-based community center.

Kenon Anderson

Applicant Name (print)

x Kendal Anderson
Applicant Name (signature)

Kendal Anderson

Owner Name (print)

x Kendal Anderson
Owner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

02/02/2015

The Crossing Church Story

December 11, 2015

The Crossing Church was established in Clermont in March 2005 by Pastor Kendal Anderson, who has become a well-known and active member of the South Lake community. The church has a growing congregation that currently meets at 10am on Sundays in the East Ridge High School auditorium. Their vision is to help people experience the life and hope of Christ in practical, tangible ways. In 2010 they obtained a loan to purchase an existing 17-acre, lakefront, grapefruit grove, located on Old Highway 50, just south of the Verde Ridge residential subdivision. They have not only continued to maintain the grove and grounds, but have used the property as home base for special events and outdoor services. In addition, they have partnered with the local Boys & Girls Club to put on an annual Science Camp, reaching up to 100 children each year. In January 2015 they celebrated their final land payment with a mortgage burning ceremony at 'The Grove,' as they call it.

The Crossing is preparing to make their first site improvements at the Grove. Their goal is to develop the site in such a way that both the Church's needs are met and the natural beauty of the land is preserved. Their desire is to keep the grove operational and continue its buffer effect along the roadway. The buildings will be located to take advantage of the beautiful lake views and to preserve several majestic live oak trees. The intent is for grass parking to minimize the extent of pavement and its negative heat effect. Storm water drainage will be controlled by carving a centrally located serenity pond around existing mature trees. The proposed architecture is a timeless Spanish mission style, which has historical precedence in Central Florida. The buildings will be compliant with the City of Clermont's architectural guidelines.

Phase 1 will be the construction of the Initial Assembly Building, which later will be converted into a Sunday School/Daycare. The 5,000 sf building will provide assembly seating for 250 occupants, three Sunday School classes, an office, concession area, and toilet rooms. A lakefront porch will add a covered area with scenic views. City water with fire hydrant and sanitary sewer will be extended into the site. A new paved entrance with right turn lane will be provided on Old Highway 50, aligned with the Verde Ridge entrance. Variances are being requested for unpaved driveway and parking spaces on site and the use of the existing grapefruit grove as the landscape buffer.

Phase 2 will be the construction of a 12,000 sf Multi-purpose Building to be used for a larger 580 occupant assembly. This will allow the initial building to be converted into Sunday School/Day Care with seven classrooms, 160 students and fourteen teachers. A total of 175 unpaved parking spaces will serve the two buildings. The driveway will be paved and the utilities and storm water management system will be upgraded for the new building.

Phase 3 will be the construction of a new pavilion and dock and the creation of a beach area to enhance exterior use of the campus. No additional parking or utility services will be needed for this phase.

Phase 4 will be the construction of a new 5,000 sf administration office building with ten offices and conference rooms. 25 additional unpaved parking spaces will be provided for this building for a total of 200 spaces serving the 4 buildings and exterior improvements. The site utilities and storm water management systems will be upgraded to accommodate the new building.

Phase 5 will be the construction of a new 20,000 sf Sanctuary Building, which will include an auditorium for 1,000 worshipers, a chapel and a full-service kitchen. This will allow the Multi-purpose Building to be converted into a Recreation Building for basketball, volleyball and other indoor activities. This conversion from assembly to recreational occupancy will reduce the parking requirements for this building from 145 to 60 parking spaces. The site utilities and storm water management systems will be upgraded to accommodate the new building. A total of 365 unpaved parking spaces will be provided to serve the 5 buildings and exterior improvements.

Final **Phase 6** will be the construction of a 2,000 sf Cottage/Retreat Center. It will provide overnight accommodations for those who wish to take time for a spiritual retreat. Two additional parking spaces will be provided and the site utilities and storm water management systems will be upgraded to accommodate the new building. This final phase will total 5 Buildings (44,000 sf), a Wedding Pavilion and 367 unpaved, parking spaces. The grapefruit grove will continue to buffer the site from the road. The shaded serenity pond will buffer the buildings from the parking lot. The buildings will be located between mature trees and will be connected with lakefront courtyards to take advantage of the beautiful views and natural setting.

The Crossing congregation will purposefully pursue utilizing the land, Daycare, Recreation Building and other church facilities to meet needs in South Lake, deepening existing relationships with groups such as Faith Neighborhood Center and the Boys & Girls Club, and establishing new partnerships. Their dream is to create a campus that serves as a faith-based center of hope, life and joy for our community.

PROPERTY RECORD CARD

General Information

Owner Name:	CROSSING CHURCH OF SOUTH LAKE INC	Alternate Key:	1453275
Mailing Address:	PO BOX 121688 CLERMONT, FL 34712-1688 Update Mailing Address	Parcel Number:	09-22-26-030504100000
		Millage Group and City:	000C (Clermont)
		Total Millage Rate:	18.65210
		Trash/Recycling/Water /Info:	My Public Services Map
Property Location:	2715 OLD HIGHWAY 50 CLERMONT FL 34711 Update Property Location	Property Name:	Submit Property Name
		School Locator:	School and Bus Map
Property Description:	CLERMONT, LAKE HIGHLANDS 15-22-26 TRACT 41 S OF HWY, W 470 FT OF TRACT 55A LYING S OF OLD HWY 50, TRACT 56 PB 3 PGS 51-52 ORB 3984 PG 727		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SPECIAL FRUITS (6630)	0	0	CITRUS	6.82	AC	\$6,820.00	\$13,640.00
2	PASTURE IMPROVED GOOD (6200)	0	0	CATTLE	5.85	AC	\$2,194.00	\$7,459.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1074 / 1447	9/1/1990	Quit Claim Deed	Multi-Parcel	Vacant	\$1.00
3984 / 727	12/17/2010	Warranty Deed	Multi-Parcel	Vacant	\$399,000.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$21,099	\$9,014	\$9,014	5.30510	\$47.82
LAKE COUNTY MSTU AMBULANCE	\$21,099	\$9,014	\$9,014	0.46290	\$4.17
SCHOOL BOARD STATE	\$21,099	\$9,014	\$9,014	5.69700	\$51.35
SCHOOL BOARD LOCAL	\$21,099	\$9,014	\$9,014	1.50000	\$13.52
CITY OF CLERMONT	\$21,099	\$9,014	\$9,014	4.20610	\$37.91
ST JOHNS RIVER FL WATER MGMT DIST	\$21,099	\$9,014	\$9,014	0.30230	\$2.72
LAKE COUNTY VOTED DEBT SERVICE	\$21,099	\$9,014	\$9,014	0.16000	\$1.44
LAKE COUNTY WATER AUTHORITY	\$21,099	\$9,014	\$9,014	0.25540	\$2.30
SOUTH LAKE HOSPITAL DIST	\$21,099	\$9,014	\$9,014	0.76330	\$6.88
				Total: 18.6521	Total: \$168.11

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to \$25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$500)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$500)	Learn More	View the Law
Total Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5000)	Learn More	View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

Exemption Savings

The exemptions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More	View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More	View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More	View the Law
Conservation Classification Assessment Limitation	Learn More	View the Law
✓ Agricultural Classification	Learn More	View the Law

Assessment Reduction Savings

PROPERTY RECORD CARD

General Information

Owner Name:	CROSSING CHURCH OF SOUTH LAKE INC	Alternate Key:	3880865
Mailing Address:	PO BOX 121688 CLERMONT, FL 34712-1688 Update Mailing Address ↗	Parcel Number:	15-22-26-000300002900
		Millage Group and City:	000C (Clermont)
		Total Millage Rate:	18.65210
		Trash/Recycling/Water Info:	My Public Services Map ↗
Property Location:	CLERMONT FL 34711 Update Property Location ↗	Property Name:	Submit Property Name ↗
		School Locator:	School and Bus Map ↗
Property Description:	NW 1/4 OF SW 1/4 OF SW 1/4 LYING S OF TRACT 56 LAKE HIGHLANDS SUB, W 470 FT OF NE 1/4 OF SW 1/4 OF SW 1/4 LYING S OF TRACT 55 A IN LAKE HIGHLANDS SUB ORB 3984 PG 727		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	WASTELANDS (9600)	0	0		5.73	AC	\$0.00	\$258.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
3984 / 727	12/17/2010	Warranty Deed	Multi-Parcel	Vacant	\$399,000.00

[Click here to search for mortgages, liens, and other legal documents.](#) ↗

Values and Estimated Ad Valorem Taxes ↗

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$258	\$258	\$258	5.30510	\$1.37
LAKE COUNTY MSTU AMBULANCE	\$258	\$258	\$258	0.46290	\$0.12
SCHOOL BOARD STATE	\$258	\$258	\$258	5.69700	\$1.47
SCHOOL BOARD LOCAL	\$258	\$258	\$258	1.50000	\$0.39
CITY OF CLERMONT	\$258	\$258	\$258	4.20610	\$1.09
ST JOHNS RIVER FL WATER MGMT DIST	\$258	\$258	\$258	0.30230	\$0.08
LAKE COUNTY VOTED DEBT SERVICE	\$258	\$258	\$258	0.16000	\$0.04
LAKE COUNTY WATER AUTHORITY	\$258	\$258	\$258	0.25540	\$0.07
SOUTH LAKE HOSPITAL DIST	\$258	\$258	\$258	0.76330	\$0.20
				Total: 18.6521	Total: \$4.83

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to \$25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ↗	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$500)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$500)	Learn More	View the Law
Total Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5000)	Learn More	View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

Exemption Savings ↗

The exemptions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More	View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More	View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More	View the Law
Conservation Classification Assessment Limitation	Learn More	View the Law
Agricultural Classification	Learn More	View the Law

Assessment Reduction Savings ↗

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a church facility in the UE Urban Estate Zoning District, at the following location:

LOCATION

2715 Old Highway 50
AK 1453275 & 3880865

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, February 2, 2016 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, February 23, 2016 at 6:30pm.

All meetings will be held in City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 26, 2016 and February 16, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 23, 2016		
Agenda Item Name		
Variance Request <i>The Crossing Church</i>		
Requested Action		
Move to deny the variance requests.		
Staff Report		
The applicant, The Crossing Church, is requesting the following three variances to the land development code (LDC): (1) To allow for the existing grapefruit grove to be used as a landscape buffer instead of three canopy trees and five understory trees per 100 lineal feet or fractional part thereof as required by the LDC, Section 118-37 (2) To allow grassed parking as an alternative surfacing material instead of as required by the LDC, Section 98-4 (3) To allow for grassed drive aisles, no curbing, and no landscape islands instead of as required by the LDC, Section 118-38. The church has owned the property since 2010 and has been working toward developing a master plan for the site. The plan has been completed and the church is moving forward with obtaining a conditional use permit (CUP) for the project. In laying out the master plan, it was identified that three variances would be sought in order to keep the site in a natural state while developing the site and achieving the church's vision of "The Grove." The church desires to keep the grove functional since it is an income-producing project, and it offers a wider depth of screening from the road than a traditional landscape buffer. The grass parking and drive aisles will reduce the impervious surface area and heat islands, which have been used before in certain situations. The elimination of curbing and interior landscape islands also lends the parking area to a natural setting and avoids the reference to "sea of parking." Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that one of the eight does not meet these findings. Therefore, staff recommends denial of the variance requests.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Review Criteria	Crossing Church Review Criteria and Finding.docx
2.	Variance locations	Variance locations.pdf

3.	Site Plan	Master Plan Program - Exhibit A.pdf
4.	Site location map	Location Map.pdf
5.	Legal ad	Crossing Church VAR Ad.docx

The Crossing Church Variances

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: The church’s property is an active, fruit producing, income producing grapefruit orchard. This orchard is located along the entire road frontage of the property. This natural buffer is part of the church property’s branding for their campus, “The Grove.” As for the grass parking lot and parking areas, the City Council has granted these types of variances in the past for churches.

Staff comments: The property does have an active grapefruit grove that is peculiar to the land and has historically been in production. This grove would provide a substantial vegetative buffer along SR 50 that would be approximately 100 feet deep. The grass parking lot and drive aisles have been allowed, through a variance, to churches in the past.

Positive finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: The grove has been active since the 1950’s. The church wants to use its resources promoting their mission instead of developing a paved parking lot.

Staff comments: The church does have an interest in the property. If they did not have an interest, they would not be requesting the variances in order to develop the property.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: The land development code does not promote removing existing trees unless these trees or plants are invasive species. This orchard is not. Grapefruit have been native for many decades.

Staff comments: The existing grapefruit grove would provide a greater buffering effect than a 20 foot landscape buffer. Removing the grove and replacing it with other vegetative species to accomplish a similar goal would be unnecessary work and expenditure upon the church. The request to allow grass parking and drive aisles would reduce the need to add impervious surface area and keep the cost to a minimum. This would allow the site to remain in a natural setting and not be developed with a “sea of parking.”

Positive finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

Applicant response: *The church staff and parishioners share a founded culture that nature is important. The group desires to preserve the property's groves as part of the church's belief and branding, as well as the natural flora and oak trees.*

Staff comments: *The variances are not based exclusively upon a desire to reduce the cost of developing the site. The church has incorporated the existing grove and grass areas as focus points for the overall theme of the campus, "The Grove." The church acknowledges that these variances are cost savings.*

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Applicant response: *The variance protects the existing fruit producing orchard, which is a permitted use under Section 122-82 (4). As for the grassed parking and drive aisles, this is the minimum variances necessary for the church to develop their site within the phases and budget.*

Staff comments: *The applicant's request for the variances seems to be the minimum variances necessary to make reasonable use of the land.*

Positive finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Applicant response: *The variance for the grove does not promote any special privilege for the applicant since this is a natural buffer and has been in existence for more than 7 decades. As for the grassed parking and drive aisles, the variance requests are commonly afforded for non-profit and church organizations within the city limits of Clermont. There will be no special privileges granted to this organization by approving these variances.*

Staff comments: *The City Council has granted similar variance requests in the past.*

Positive finding

- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of the area surrounding the site; and

Applicant response: *The grove will not substantially diminish property value in, or alter the character of, the areas surrounding the site. The variances will promote property value by allowing the church group to develop their property as presented in their CUP application.*

Staff comments: *The proposed variances do not seem to substantially diminish property values or alter the essential character of the area. The grove and grassed areas currently exist.*

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: The granting of this variance will be in harmony with the general intent and purpose of the land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare. The church development will promote community.

Staff comments: Staff feels that granting the variances will be in harmony with the general intent and purpose of the land development code.

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **one** of the eight do not meet these findings. Therefore, staff recommends **denial** of the variance requests by the applicant to the Clermont Land Development Code.

The Crossing Church

Locations of proposed variances on the site



Variances:

1: to allow for the existing grapefruit grove to be used as a landscape buffer instead of three canopy trees and five understory trees per 100 lineal feet or fractional part thereof.

2: to allow grassed parking as an alternative surfacing material instead of the material as required by the Land Development Code.

3: to allow for grassed drive aisles, no curbing, and no landscape islands.

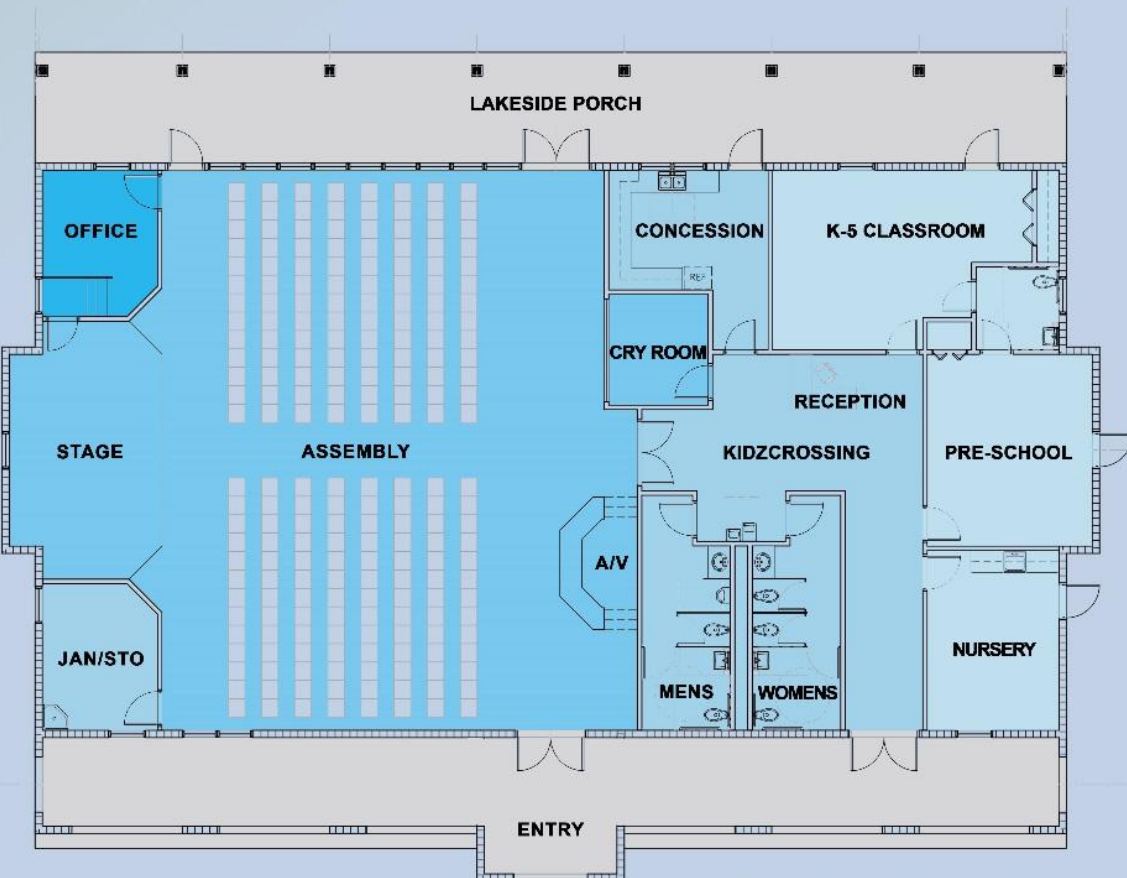
MASTER PLAN PROGRAM



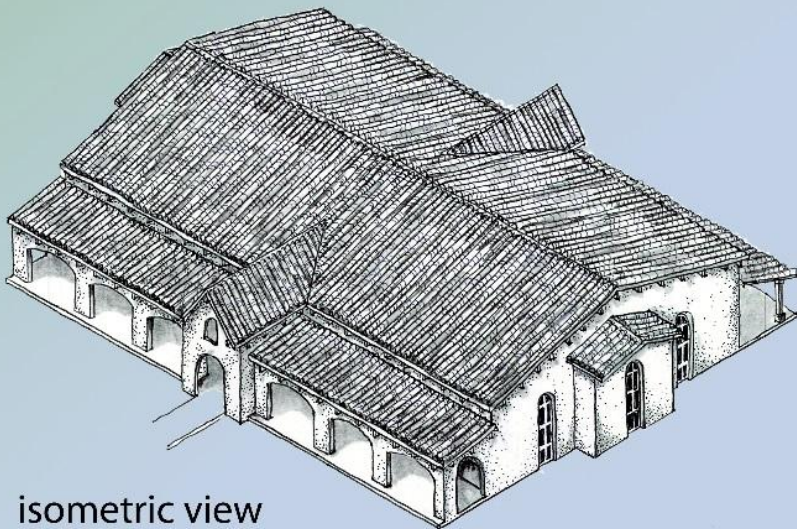
site aerial

- Phase 1 – Initial Assembly Building**
5,000 sf & 70 Parking Spaces
Assembly Worship – 250 Occupants
Three Sunday School Classrooms:
50 Students / 6 Teachers
- Phase 2 – Multi-Purpose Building**
Assembly/Recreational
12,000 sf & 145 Parking Spaces
580 Occupants
- Phase 3 – Wedding Pavilion**
2,000 sf
Dock and Beach
- Phase 4 – Administration Offices**
5,000 sf & 25 Parking Spaces
10 Offices & 2 Conference Rooms
- Phase 5 – Sanctuary Assembly**
20,000 sf & 250 Parking Spaces
1,000 Occupants
Chapel and Full Kitchen
- Phase 6 – Cottage Retreat**
2,000 sf & 2 Parking Spaces

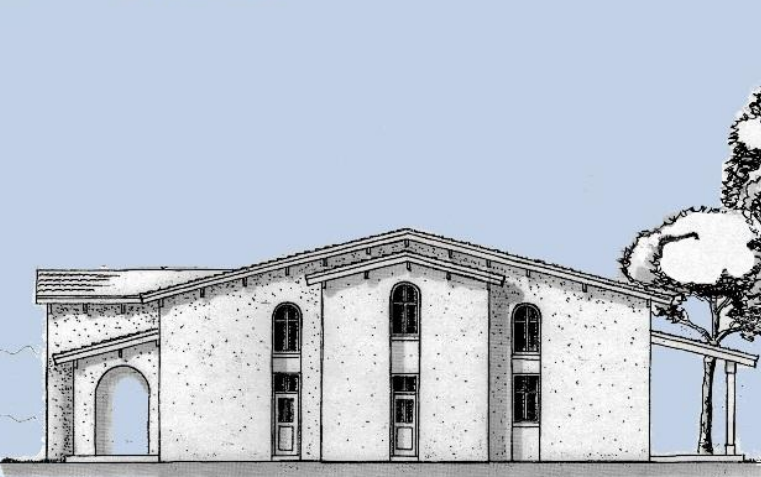
Master Plan Total: 5 Buildings
44,000 sf, Wedding Pavilion,
and 367 Parking Spaces



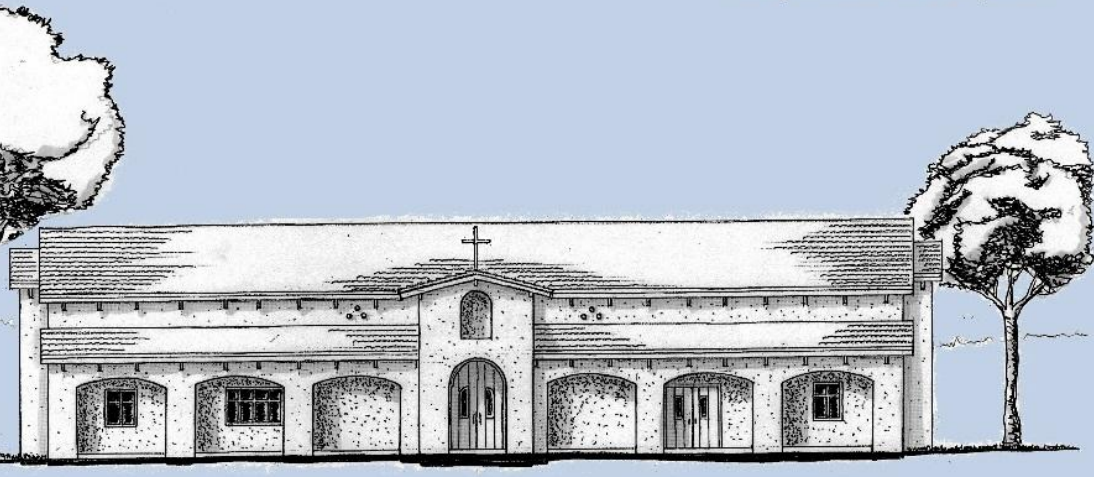
1st phase floor plan



isometric view



side elevation



front elevation

Exhibit A



General Location

The Crossing Church



Property

The Crossing Church



LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variances: (1) to allow for the existing grapefruit grove to be used as a landscape buffer instead of three canopy trees and five understory trees per 100 lineal feet or fractional part thereof, as required by the Land Development Code, Section 118-37 – Landscape buffers, (2) to allow grassed parking as an alternative surfacing material instead of the requirements in the Land Development Code, Section 98-4 Alternative surfacing materials for parking areas, and (3) to allow for grassed drive aisles, no curbing, and no landscape islands instead of the requirements in the Land Development Code, Section 98-5 Design of parking lots and Section 118-38 Vehicular use area interior landscaping, at the following location:

LOCATION:

2715 Old Highway 50
AK 1453275 & 3880865

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, February 23, 2016 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
February 16, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 23, 2016		
Agenda Item Name		
Resolution No. 2016-03 <i>South Lake Montessori School</i>		
Requested Action		
Move to approve Resolution 2016-03.		
Staff Report		
The applicant is requesting to amend a conditional use permit (Resolution No. 2010-17) to allow for the expansion of a school facility within the R-3 Residential/Professional Zoning District. School facilities are designated as requiring a conditional use permit within the R-3 Residential/Professional Zoning District. This expansion is for the Montessori school located at 983 W. Desoto Street. In 2010, the City Council approved a 1,200 square foot addition, and a total of 50 students, but the applicant never constructed the addition within the two-year time limit. The applicant is now requesting the same 1,200 square foot addition as previously approved and is requesting an increase in the number of students from 50 to 65. This increase is intended to allow additional siblings to attend the school, not necessarily to add new families. The expansion will also allow for much needed office space, storage space, and to allow for added classroom space. The applicant's staffing will remain the same at four, and the hours of operation will also remain the same from 8:15 a.m. to 2:45 p.m., Monday through Friday. <i>At the February 2, 2016 Planning and Zoning Commission meeting, Commissioner Jack Martin moved to recommend denial of the conditional use permit; seconded by Commissioner Herb Smith. The vote was 4-2 to recommend denial, with Chairman Nick Jones and Commissioner Cuqui Whitehead opposing.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution Res. 2016-03.docx		

2.	Location Map	Location Map.doc
3.	Site plan	Site plan 2016.pdf
4.	CUP Conditions	CUP CONDITIONS.doc
5.	P&Z Minutes	P&Z minutes.pdf
6.	Application	Application 2016.pdf
7.	Legal ad	SL Montessori CUP Ad.docx

**CITY OF CLERMONT
RESOLUTION NO. 2016-03**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A SCHOOL FACILITY EXPANSION IN THE R-3 RESIDENTIAL/PROFESSIONAL ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 2, 2016 recommended denial of this Conditional Use Permit to allow for a school facility expansion in the R-3 Residential/Professional zoning district; at the following location:

LOCATION:

(Alternate Key 1758670)
983 West Desoto Street

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that:

This application for a Conditional Use Permit to allow for a school facility expansion in the R-3 Residential/Professional zoning district; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.

CITY OF CLERMONT
RESOLUTION NO. 2016-03

4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
5. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
7. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
8. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy, unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
9. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
10. A slab survey shall be submitted after the form boards have been installed and before the concrete has been poured. This is to ensure the setbacks and location of the building will conform to the Land Development Regulations.
11. The student population shall be a maximum of 65 students, as well as four staff members (or as required by Florida State staffing requirements). A student roster shall be provided to the City for inspection when requested for compliance to this condition.
12. All impact fees must be paid per City standards prior to issuing any Certificate of Occupancy.
13. Should this use cease operation for more than 180 days, a new Conditional Use Permit shall be required for a same or similar operation.
14. In the event that parking at this site proves inadequate, the City reserves the right to open the Conditional Use Permit for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.

CITY OF CLERMONT
RESOLUTION NO. 2016-03

Section 2 – Land Use

1. The property is approved for use as a children's school facility as well as uses permitted with the R-3 zoning district.
2. All conditions within Resolution No. 1199 shall remain in effect unless otherwise noted by this Conditional Use Permit or updated with an approved site plan.
3. All landscaping, drainage/water retention and site plan approved conditions must be maintained in perpetuity for the site.

Section 3 - Transportation Improvements:

1. Sidewalks shall be required along all public road frontages in accordance with City codes.

Section 4 - Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the Architectural Standards of the City of Clermont.

CITY OF CLERMONT
RESOLUTION NO. 2016-03

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of February, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

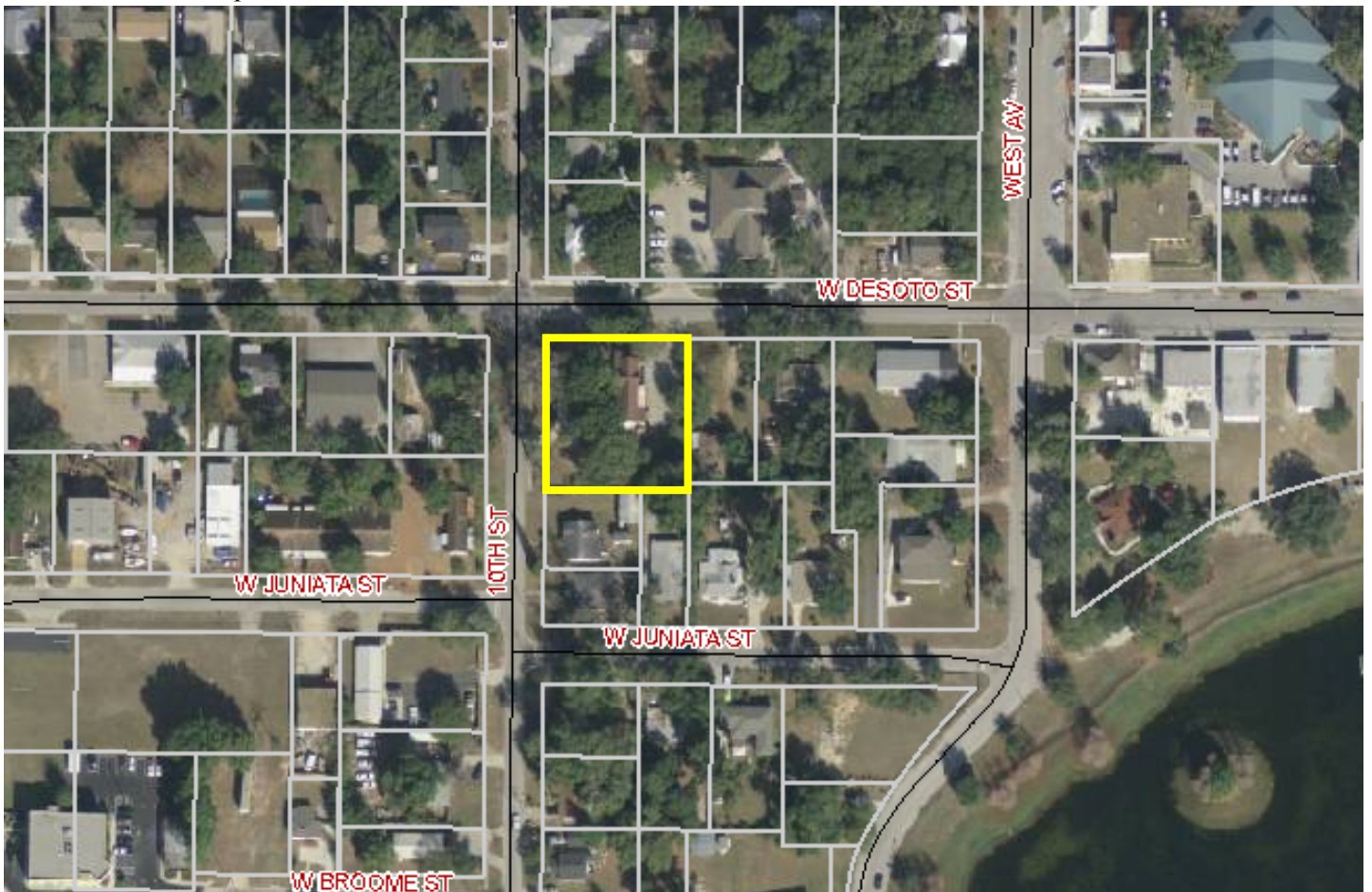
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit 1

Location map:



CUP CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the CUP application are not the approved construction plans.
4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
5. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
7. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
8. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy, unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont City Clerk.
9. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
10. A slab survey shall be submitted after the form boards have been installed and before the concrete has been poured. This is to ensure the setbacks and location of the building will conform to the Land Development Regulations.
11. The student population shall be a maximum of 65 students, and well as four staff members (or as required by Florida State staffing requirements). A student roster shall be provided to the City for inspection when requested for compliance to this condition.

12. All impact fees must be paid per City standards prior any certificate of occupancy.
13. Should this use cease operation for more than 180 days, a new CUP shall be required for a same or similar operation.
14. In the event that parking at this site proves inadequate the City reserves the right to open the CUP for further review and additional conditions which may include additional parking requirements revocation of the Conditional Use Permit.

Section 2 – Land Use

1. The property is approved for use as a children's school facility as well as uses permitted with the R-3 zoning district.
2. A 1,200 square foot addition is approved along with this resolution. The addition must be under construction within two years of the final approval of this Conditional Use Permit.
3. All conditions within Resolutions No. 1199 and shall remain in effect unless otherwise noted by this conditional use permit or updated with an approved site plan.
4. All landscaping, drainage/water retention and site plan approved conditions must be maintained in perpetuity for the site.

Section 3 - Transportation Improvements:

1. Sidewalks shall be required along all public road frontages in accordance with City codes.

Section 4 - Architectural Design Standards

All structures shall be designed and constructed in accordance with the *Architectural Standards* of the City of Clermont.

(Resolution 1199 from May 2001)

CITY OF CLERMONT
RESOLUTION

NO. 1199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A MONTESSORI SCHOOL, LOCATED IN THE R-3 RESIDENTIAL/PROFESSIONAL DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held May 1, 2001 recommended approval of this Conditional Use Permit to allow the operation of a Montessori School at the following location:

LOCATION

983 West DeSoto Street

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1.

This application for a Conditional Use Permit; to allow the operation of a Montessori School; be granted subject to the following conditions:

CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. The property shall be developed in substantial accordance with an approved site plan incorporating all conditions of this Conditional Use Permit. Said plans shall be submitted for review and approval by the Site Review Committee prior to authorization and issuance of a development permit.

4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
5. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
7. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
8. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee.
"Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

Section 2 - Land Use, Site Development, and Landscaping

1. The property is approved for a Montessori School only.
2. To allow for safe on-site pick-up and drop-off of students, a one-way paved driveway shall be constructed from Tenth St. to DeSoto St. The driveway shall be constructed according to City standards.
3. Sidewalks shall be constructed along all street frontages in accordance with City code.
4. A minimum 5 ft. landscape buffer shall be provided around the perimeter of the school property. All required landscaping shall be served by a permanent irrigation system with backflow preventer and rain sensor.
5. The structure shall be inspected by the Fire Marshall and Lake County Building Department for life and public safety requirements; all requirements shall be met prior to the operation of a business or issuance of an occupational license at this location.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 2, 2016**

Page 2

The overall facility will be used for the ministry purposes surrounding the church. These uses include, but are not limited to, worship, recreation, daycare, administrative office, and special retreats/programs. The church desires to create a campus that serves as a faith-based center of hope, life and joy for the community.

The church is consistent with the area as a whole and has previously received initial support through the future land use change to Public Facility/Institutional from the City. The church and its uses are allowable through a conditional use permit under the Urban Estate zoning and Public Facility/Institutional land use category. Therefore, staff recommends approval of this request based upon the information presented.

Chairman Jones stated that he was approached by the applicant to show him what they were planning. He stated that nothing was discussed that was outside of what was presented here.

Commissioner Solis stated that he visited with the applicant as well.

Commissioner Whitehead stated that she received a phone call but she declined to meet the applicant.

Michael Latham, 605 W. Montrose St., stated that he is here to represent the applicant.

Pastor Kendal Anderson, 12248 Lake Valley Dr., stated that they purchased this property about six years ago. He stated that they want to build a facility, along with a get-away cottage. He stated that they would like to see the facility used more than just on Sundays and Wednesdays.

Bob Peraza, 2322 Fenton Ave., asked if the church is tied to a specific domination.

City Attorney Mantzaris stated that the applicant can answer that question if he likes but it is irrelevant for the Commission.

Mr. Anderson stated that it is non-denominational and they have a partnership with several churches across the country.

Commissioner Whitehead stated that she likes that they are keeping the trees and the idea of the cottages.

Commissioner Whitehead moved to recommend approval of the conditional use permit; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

2. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a school facility expansion in the R-3 Residential/Professional zoning district, located at 983 W. Desoto Street.

APPLICANT: Denise Pike

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 2, 2016**

Page 3

Planning Manager Henschel presented the staff report as follows:

The applicant is requesting to amend a conditional use permit (Resolution No. 2010-17) to allow for the expansion of a school facility within the R-3 Residential/Professional Zoning District. School facilities are designated as requiring a conditional use permit within the R-3 Residential/Professional zoning district.

This expansion is for the Montessori school located at 983 W. Desoto Street.

In 2010 the applicant was approved for a 1,200 square foot addition, and a total of 50 students, but never constructed the addition within the two-year time limit.

The applicant is now requesting the same 1,200 square foot addition as previously approved and requesting an increase in the number of students from 50 to 65. This increase is intended to allow additional siblings to attend the school, not necessarily to add new families.

The expansion will also allow for much needed office space, storage space, and to allow for added classroom space. The applicant's staffing will remain the same at four, and the hours of operation will also remain the same, from 8:15 a.m. to 2:45 p.m., Monday through Friday.

Jan Sheldon, 17521 SR 19, Groveland, stated that they moved to this location in 2001. She stated that she loves being downtown because they can walk to several locations downtown. She stated that there will not be any additional traffic added initially because there are siblings waiting to attend the school.

Franklin Forth, 955 W. Desoto St., stated that his house is next door to the school. He stated that the City Council told the South Lake Montessori in 2010 they were allowed to be there. He stated that there are five schools and daycares so the amount of traffic is intensive. He stated that he can't get out of his driveway when he's leaving for work. He stated that the City Council said that the maximum students allowed was 50, yet they are now asking for 65 students. He stated that if this goes before the City Council and is approved, he will file a lawsuit.

Charlene Forth, 939 W. Desoto St., stated that five daycares and over 200 children are too intensive. She read from the 2010 conditional use permit application minutes that stated that the maximum number of students allowed is 50 students. She stated that traffic is bad throughout the day. She showed letters from neighbors submitted in 2010. She stated that there was to be no playground, but they do play outdoors. She stated that all she hears is screaming children. She showed other documents from 2001. She stated that no one is policing the facility. She showed documents from the Florida Department of Education showing the number of students enrolled. She stated that this is approved for a Montessori school; however it looks like a daycare. She showed where the conditional use permit from 2001 states a five-foot landscape buffer shall be provided. She has requested the variance that allows this. She stated that the addition is as big as

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 2, 2016**

Page 4

her house. She showed a photo of a car that blocked her driveway during a yard sale. She presented a child care facility inspection checklist from 2006. She stated that this needs to stop.

Ms. Sheldon stated that when she first started, she did originally ask for 35 children because she only had the primary. She stated that she added the elementary in 2003 when she remodeled. She stated that when she came before the City Council in 2010, she was approved for 50 children. She stated that she doesn't know what the private school review is and is not sure where they are getting their numbers. She stated that there have been 14 no parking signs placed on Desoto Street so they can no longer have garage sales. She stated that the Montessori school and Magic Moments share their parking areas when there are school functions. She stated that most of their traffic is between 8:00 and 9:00 a.m., then a couple of cars at 11:30 a.m., and between 2:15 and 3:00 p.m. the majority of the children are picked up.

Chairman Jones asked what the history of complaints is from that community.

Mr. Henschel stated that other than what they heard tonight, staff has not heard of any other complaints. He stated that they did check into a formal approval from the Department of Health that states there are 25 female and 25 male students for a total of 50. He stated that he was not sure where the documents Ms. Forth presented come from, and staff has not seen them before.

Commissioner Solis asked if the Department of Health goes to the facility or is the report issued from the school.

Mr. Henschel stated that it is an inspection report that the Department of Health provides.

Commissioner Solis stated that he would not want to live next door, however he does not like to be talked at, he wants to be talked to. He stated that although Ms. Forth's information was useful, the way it was delivered was horrendous. He stated that the neighbors have rights and he has to look at the whole picture.

Commissioner Smith stated that there are a lot of concerns about all the paperwork that was shown by Ms. Forth. He stated that he wishes they had all this information prior to the meeting.

Chairman Jones stated that this is R-3 Residential/Professional so the use is allowed with a conditional use permit.

Mr. Mantzaris stated that from staff's perspective they are required to treat this application as a new application. He stated that the information provided, although of interest, that shows history of the property pertains to a prior application. He stated that staff is obligated to present the new information. He stated that the Commission can consider all the information that is provided.

Commissioner Whitehead stated that the problem is there isn't just this one school in that location, there are four others. She stated that this is not their concern because they are only looking at the Montessori school application. She stated that all they can do is make a

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 2, 2016**

Page 5

recommendation to the City Council. She stated that you can't blame the kids because they make noise. She stated that they need to look at this application, not all 200 kids.

Commissioner Hubbard stated that he is concerned that the previous amendment said they would not add any more students, but they are asking to add more students.

Mr. Mantzaris stated that he is not saying they shouldn't consider old information but this is a different application.

Commissioner Hubbard stated that it needs to stop somewhere, and they need to move if the site is too small.

Commissioner Martin asked if the City has verified if there are 200 children within a quarter of a block.

Mr. Henschel stated that he does not have the numbers for the other facilities.

Commissioner Martin asked why the recommendation for approval wasn't written in the staff report.

Chairman Jones stated that it is at the top of the staff report.

Commissioner Martin stated that although staff has to treat this as a new application, the neighbors have to live with the history.

Chairman Jones stated that as a Commission they need to make their decision based on what is best for the community as a whole and if they meet the requirements, not whether they will be sued. He asked how long the school has been at this location.

Mr. Henschel stated that the school has been there since 2001.

Commissioner Whitehead moved to recommend approval of the conditional use permit; Chairman Jones passed the gavel to Commissioner Martin and seconded the motion.

Commissioner Solis stated if he was a neighbor of the school he would probably have a problem. He stated that the Forths have been fighting for this property to not change. He stated that he needs to do what is best. He stated that he doesn't take kindly to threats and how he is talked to and that could have changed way he voted, but he needs to do what is best for the neighborhood.

Commissioner Whitehead asked if the school would stay as it is if this is not approved.

Mr. Mantzaris stated that this is a new application so if it is not approved, the school would be required to stay the same as it is.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 2, 2016**

Page 6

The motion fails with a vote of 2-4 to recommend approval, with Commissioners Solis, Smith, Hubbard, and Martin opposing.

Commissioner Martin moved to recommend denial of the conditional use permit; seconded by Commissioner Smith. The vote was 4-2 to recommend denial, with Chairman Jones and Commissioner Whitehead opposing.

Commissioner Whitehead stated that she was approached about an item on the agenda and although it is legal, she doesn't feel it's right. She has concerns that they may be persuaded to vote for an application, and she doesn't want to be approached.

Mr. Mantzaris stated that applicants are allowed to approach Commissioners provided that whoever is approached, states that at the meeting. He stated that you can refuse to speak to them if that is your choice.

There being no further business, the meeting was adjourned at 7:37 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: Jan 4, 2016

FEE: 300.00

PROJECT NAME (if applicable): South Lake Montessori School

APPLICANT: Denise Pyke Porter

CONTACT PERSON: Denise Pyke Porter

Address: P.O. Box 121797

City: Clermont State: Florida Zip: 34712

Phone: 352 394- 1384 Fax: n/a

E-Mail: dpykeconstruction@gmail.com

OWNER: Richard W Judkins & Janis E Sheldon

Address: 17521 State Road 19

City: Groveland State: Florida Zip: 34736

Phone: 352 267 - 5197 Fax:

Address of Subject Property: 983 West DeSoto Street, Clermont, FL 34711

General Location: Corner of W Desoto and 10th St, Clermont

Legal Description (include copy of survey): Clermont Lots 10, 11, 12

N 10 ft of Lots 13, 14, 15 BLK 97 PB8 PG 17 ORB1890
PG 0645

Land Use (City verification required):

Zoning (City verification required):



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

Page 2

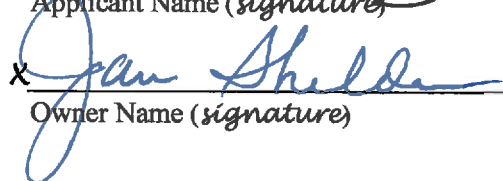
Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

We are proposing to build an approximately 1300 square foot addition to the South Lake Montessori School. The addition shall be constructed on the west side of the existing building. The addition is a one room configuration to allow for the creation of the traditional Montessori open floor plan space utilized for the instruction of Primary students. Two of the existing classrooms will be converted to office and storage space. The number of instructors will remain the same at 4. The number of students will increase from 50 students to 65 students.

Denise Pyke Porter
Applicant Name (print)

X 
Applicant Name (signature)

Janis E Sheldon
Owner Name (print)

X 
Owner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

PROPERTY RECORD CARD

General Information

Owner Name:	JUDKINS RICHARD W & JANIS E SHELDON	Alternate Key:	1758670
Mailing Address:	17521 STATE ROAD 19 GROVELAND, FL 34736 Update Mailing Address	Parcel Number:	24-22-25-010009701000
		Millage Group and City:	00C1 (Clermont)
		Total Millage Rate:	18.65210
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	983 WEST DESOTO ST CLERMONT FL 34711 Update Property Location	Property Name:	— Submit Property Name
		School Locator:	School and Bus Map
Property Description:	CLERMONT LOTS 10, 11, 12, N 10 FT OF LOTS 13, 14, 15 BLK 97 PB 8 PG 17 ORB 1890 PG 0645		

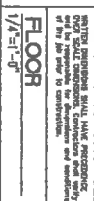
Land Data

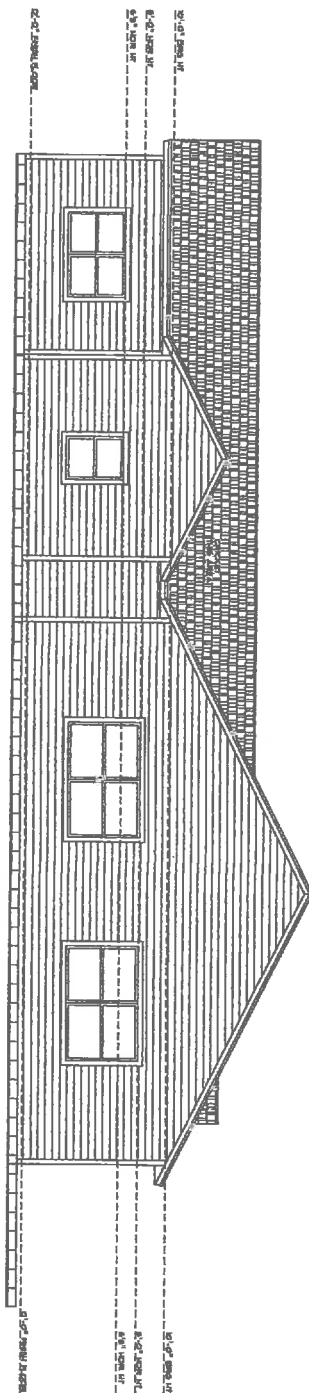
Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	PRIVATE SCHOOLS (7200)	0	0		24000	SF	\$0.00	\$72,000.00

Commercial Building(s)

Building 1

Commercial		Building Value: \$83,684.00						
Summary		Section(s)						
Year Built:	1915	Section No.	Section Type	Wall Height	No. Stories	Ground Floor Area	Basement	Basement Map Finished
Total Square Footage:	2370							Color
Full Bathrooms:	2	1	FINISHED LIVING AREA (FLA)	8	1	2178	0%	0%
Half Bathrooms:	2		Interior Finish (72C)			Percent 100.00 %	Sprinkler No	A/C Yes
Elevators:	0							
Elevator Landings:	0	2	FINISHED LIVING AREA (FLA)	8	1	192	0%	0%
Escalators:	0		Interior Finish (72C)			Percent 100.00 %	Sprinkler No	A/C No
Residential Units:	0							
Kitchens:	0							
Fireplaces:	0							
Structure Type:								





New Rear Elevation

1/4" = 1'-0"

VERTICAL DIMENSIONS SHALL HAVE PRECEDENCE
OVER HORIZONTAL DIMENSIONS. CONSTRUCTION AND MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE
ATC 101-1-10

ELEVATION

**Addition for
Montessori School**

**Denise Pyke Const.
Clermont, FL 34711**

352-394-1384

fax. 352-394-1335

Lildon Engineering

920 Sunset Shores 352-394-2590
Minneola, FL 34715
Harvey Stackpole Design
352-583-4668

drawing no.
A1
sheet of

drawn by
checked by
date
12/28/2015
scale
1/4" = 1'-0"
notes
MONTERRISON

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a school facility expansion in the R-3 Residential/Professional Zoning District, at the following location:

LOCATION

983 W. DeSoto Street
AK 1758670

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, February 2, 2016 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, February 23, 2016 at 6:30pm.

All meetings will be held in City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 26, 2016 and February 16, 2016