



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
March 19, 2024
7:00 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Susan Persis

Zone 2 - Commissioner Travis Sargent

Zone 4 - Commissioner Harold Briley

COMMISSION CHAMBERS
22 South Beach Street, Ormond Beach, FL 32174
Phone: 386-677-0311 Web: www.ormondbeach.org

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- 1. CALL TO ORDER**
 - 2. INVOCATION**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Debbie Kruck-Forrester
 - B. Sergeant Jay Brennan
 - C. Sergeant John Dovine
 - 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
 - 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - March 5, 2024
 - 7. COMMUNITY REDEVELOPMENT AGENCY**
 - A. **RESOLUTION NO. 2024-37:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO SERVICE AGREEMENT BETWEEN THE CITY/AGENCY AND ORMOND MAIN STREET, INC.; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**
Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

8. CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

- A. **RESOLUTION NO. 2024-37:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO SERVICE AGREEMENT BETWEEN THE CITY/AGENCY AND ORMOND MAIN STREET, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

- B. **RESOLUTION NO. 2024-38:** A RESOLUTION AUTHORIZING THE EXECUTION OF A STATEWIDE MUTUAL AID AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, UNDER THE STATE EMERGENCY MANAGEMENT ACT TO PROVIDE AND RECEIVE ASSISTANCE DURING EMERGENCIES; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Howard Bailey, Fire Chief, (386) 676-3333

- C. **RESOLUTION NO. 2024-39:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION IN THE AMOUNT OF \$36,800.00 TO THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Loretta Moisio, Grants Coordinator, (386) 676-3315

- D. **RESOLUTION NO. 2024-40:** A RESOLUTION AUTHORIZING THE APPROVAL OF THE PURCHASE OF ONE PIERCE ENFORCER/ASCENDANT QUINT FIRE APPARATUS AND RELATED EQUIPMENT FROM TEN-8 FIRE EQUIPMENT, INC. USING FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-VEF17.0 AND A SOLE SOURCE PROCUREMENT; DECLARING VEHICLE #055 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Howard Bailey, Fire Chief, (386) 676-3333

- E. **RESOLUTION NO. 2024-41:** A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE-PURCHASE AGREEMENT WITH LEASING 2, INC. AND ALL OTHER PAPERS NECESSARY AND INCIDENTAL THERETO, REGARDING THE PURCHASE OF ONE PIERCE ENFORCER/ASCENDANT QUINT FIRE APPARATUS AND RELATED EQUIPMENT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Chris Byle, Assistant Finance Director, (386) 676-3206

- F. **RESOLUTION NO. 2024-42:** A RESOLUTION AUTHORIZING THE EXECUTION OF A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF COMMERCE REGARDING FUNDING FOR CONSTRUCTION OF THE AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Brian Rademacher, Economic Development Director, (386) 676-3266*

- G. **RESOLUTION NO. 2024-43:** A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR CONSTRUCTION OF THE AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Brian Rademacher, Economic Development Director, (386) 676-3266*

- H. **RESOLUTION NO. 2024-44:** A RESOLUTION ACCEPTING A BID FROM J.D. WEBER CONSTRUCTION CO. FOR CONSTRUCTION SERVICES REGARDING THE ORMOND BEACH AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION PROJECT, UNDER BID NO. 2024-25; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Brian Rademacher, Economic Development Director, (386) 676-3266*

- I. **RESOLUTION NO. 2024-45:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE SOLE SOURCE PROCUREMENT OF PARTS AND SERVICE FROM FLOTTWEG SEPARATION TECHNOLOGY FOR MAINTENANCE OF TWO CENTRIFUGES AT THE WATER RECLAMATION FACILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- J. **RESOLUTION NO. 2024-46:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF ROTORK ACTUATORS FROM FLUID CONTROL SPECIALTIES, INC. FOR THE SAND FILTERS AT THE WATER TREATMENT PLANT; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- K. **RESOLUTION NO. 2024-47:** A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FOR EQUIPMENT AND REPAIR SERVICES FROM MUSCO SPORTS LIGHTING TO REPAIR DAMAGED LIGHTS AT THE ORMOND BEACH SPORTS COMPLEX; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Carolin, Leisure Services Director, (386) 676-3279

- L. **RESOLUTION NO. 2024-48:** A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL ENGINEERING SCIENCES, INC., FOR THE PROVISION OF BUILDING INSPECTION SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

- M. **RESOLUTION NO. 2024-49:** A RESOLUTION ACCEPTING A BID FROM BUILT-RITE CONSTRUCTION OF CENTRAL FLORIDA, INC. FOR CONSTRUCTION SERVICES REGARDING THE FLEMING AVENUE DRAINAGE IMPROVEMENTS PROJECT, UNDER BID NO. 2024-15; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

- N. **Request for Proposal - Agent of Record**

Staff Contact: Kelly McGuire, Finance Director, (386) 676-3226

Disposition: Approve as recommended in the City Manager staff report dated March 19, 2024.

- O. **City Manager's Monthly Report, March 2024**

Staff Contact: Joyce Shanahan, City Manager, (386) 676-3200

Disposition: Accept as information as recommended in the City Manager staff report dated March 19, 2024.

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

Website Address – www.ormondbeach.org

NOTICE – Pursuant to Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-677-0311



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-677-0311 for information regarding available aids and services.

**MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS**

March 5, 2024	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Claire Whitley, and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 5. APPROVAL OF MINUTES**

A. Minutes from City Commission meeting - February 20, 2024

6. CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

- A. **RESOLUTION NO. 2024-27:** A RESOLUTION ACCEPTING THE PROPOSAL OF GRANICUS LLC REGARDING WEBSITE REDESIGN SERVICES AND STREAMING AND RECORDING SYSTEM UPGRADES; AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Chuck Osteen, Information Technology Manager, (386) 615-7031

- B. **RESOLUTION NO. 2024-30:** A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND HALIFAX URBAN MINISTRIES, INC., REGARDING HOMELESSNESS PREVENTION SERVICES PROVIDED AT HOPE PLACE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Loretta Moisiso, Grants Coordinator, (386) 676-3315

- C. **RESOLUTION NO. 2024-31:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ONLINE GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, UNDER THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, FOR FUNDING ASSISTANCE TO PURCHASE GEAR WASHERS AND GEAR DRYERS; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Loretta Moisiso, Grants Coordinator, (386) 676-3315

- D. **RESOLUTION NO. 2024-32:** A RESOLUTION ACCEPTING A WARRANTY DEED FROM US CAPITAL ALLIANCE, LLC, FOR PROPERTY ABUTTING THE "IRIS, PHASE 1" (A/K/A GARDENSIDE) SUBDIVISION, A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT LOCATED IN

FLAGLER COUNTY, FOR LIFT STATION PURPOSES; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

- E. **RESOLUTION NO. 2024-33:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM US CAPITAL ALLIANCE, LLC, LOCATED ON PROPERTY ABUTTING THE “IRIS, PHASE 1” (A/K/A GARDENSIDE) SUBDIVISION, A PORTION OF THE HUNTER’S RIDGE DEVELOPMENT OF REGIONAL IMPACT LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

- F. **RESOLUTION NO. 2024-34:** A RESOLUTION ACCEPTING A PROPOSAL FROM BOMAR CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING HAMMOCK LANE NORTH OVERLOOK OBSERVATION DECK REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

- G. **RESOLUTION NO. 2024-35:** A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND EXTREME CONCRETE SERVICES, INC. REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325

- H. **CDBG - South Ridgewood Avenue East Side Sidewalk Improvements**

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

Disposition: Approve as recommended in the City Manager staff report dated March 5, 2024.

- I. **Intent to Bid - Stormwater Inline Check Valves**

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

Disposition: Approve as recommended in the City Manager staff report dated March 5, 2024.

- J. **Continuing Contracts for Professional, Architectural, and Engineering Services**

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

Disposition: Approve as recommended in the City Manager staff report dated March 5, 2024.

7. **RESOLUTIONS**

- A. **RESOLUTION NO. 2024-36:** A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 29 ROCKEFELLER DRIVE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4223-02-02-0140) UPON COSTS

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

A. Renaming of the MacDonald House to the Stout-MacDonald House

Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

10. ADJOURNMENT

Item #1 – Meeting Call to Order

Item #2 – Invocation

Item #3 – Pledge of Allegiance

Item #4 – Audience Remarks

Mayor Partington thanked the residents for voicing their concerns and encouraged them to reach out to Volusia County School Board and provided background on the Osceola campus. He explained the concerns would be relayed to the Volusia County School

Board (School Board), noting Volusia County School Board Member Carl Persis was in attendance of the meeting.

Commissioner Briley requested the City Commission encourage the School Board to host a community meeting.

Commissioner Tolland inquired if the Commission could send a letter on the Commissions concerns regarding the school transfer.

Commissioner Sargent discussed the history with the Osceola campus and expressed concerns regarding taxes, School Resource Officer (SRO) funding, lack of community meetings, and general neighborhood safety concerns. He agreed with Commissioner Tolland noting a letter should be sent to the School Board.

Commissioner Sargent moved, seconded by Commissioner Tolland, to direct staff to write a letter on behalf of Mayor Partington encouraging the Volusia County School Board to reconsider their decision on the Osceola school property and to host a community meeting on the topic.

The motion passed by voice vote.

Ms. Caroline Meyers, Executive Director of the Ormond Beach Housing Authority (OBHA), requested assistance for 5 Ramsey Terrace and the stormwater drainage issues around the property. She provided photographs to the Commission.

Ms. Joyce Shanahan, City Manager, stated staff would reach out to Ms. Meyers to further discuss the stormwater drainage issues.

Reverend Willie Branch, 100 New Britain Avenue, stated he was there on behalf of the OBHA and provided an update on the board and upcoming projects.

Mr. Stan Driscoll, 10 Sandalwood Lane, expressed concerns regarding the Ormond Beach code enforcement reactive approach and requested a policy change to make the code enforcement division proactive.

Item #5 – Approval of Minutes

Mayor Partington advised the minutes from the February 20, 2024, meeting had been sent to the Commission for review and posted on the city’s website for public viewing. He asked for any corrections, additions, or omissions. He stated hearing no corrections, the minutes would stand approved as presented.

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of the February 20, 2024, City Commission meeting minutes.

The motion passed by voice vote.

Item #6 – Consent Agenda

Mayor Partington advised the actions proposed for the items on the Consent Agenda were so stated on the agenda. He asked if any member of the Commission had questions or wished to discuss any items separately.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of the consent agenda.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Sargent expressed his support of Item 6A regarding the Request for Proposal (RFP) Award for the Website and Streaming and Recording System, noting it was a campaign promise of his to help promote transparency.

Commissioner Persis thanked Commissioner Sargent for his work input and campaign promises for Item 6A and voiced her support for Item 6C regarding the Assistance to Firefighters Grant Application.

Item #7 – Resolutions

Item #7A – Lien Approval for Demolition, 29 Rockefeller Drive

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-36
A RESOLUTION A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 29 ROCKEFELLER DRIVE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4223-02-02-0140) UPON COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Resolution No. 2024-36 as read by title only.

Commissioner Sargent inquired if the homeowner had insurance on the property that would cover the costs; whereby, Mr. Steven Spraker, Planning Director, explained he was unaware if the homeowner had insurance or if the demolition was covered. He asked if the lien would accrue any interest; whereby, Mr. Randy Hayes, City Attorney, indicated it would.

Call Vote:	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Partington	Yes

Item #8 – Discussion and Direction Items

Item #8A – Renaming of the MacDonald House to the Stout-MacDonald House

Mr. Spraker reviewed the timeline of the request to rename the MacDonald House to the Stout-MacDonald House; noting the reports and boards involved in the request. He discussed the process if approved.

Dr. Philip Shapiro, 140 Old Mill Run, stated he was the chairman of the Historic Landmark Preservation Board (HLPB) and reviewed history of the property and the board’s recommendation on the item.

Ms. Suzanne Heddy, 300 South Orchard Street, complimented staff on their comprehensive background on the item. She stated the request from the HLPB was to revise the name on the Historic Landmarks list and signage would not need to be changed. She discussed the historic importance of the name change.

Commissioner Persis supported the name change.

Commissioner Persis moved, seconded by Commissioner Briley, for approval of renaming the MacDonald House to the Stout-MacDonald House.

Commissioner Briley thanked Dr. Shapiro and Ms. Heddy for their assistance with the item and disclosed he spoke with Mr. Thomas MacDonald who supported the name change.

Commissioner Tolland expressed her support of the item.

Commissioner Briley clarified the signage would not need to change but the name would be updated on the Historic Landmark list; whereby, Ms. Heddy agreed.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes

Carried.

Commissioner Persis
Mayor Partington

Yes
Yes

Item #9 – Reports, Suggestions, Requests

Appreciation, Events and Announcements

Ms. Shanahan reviewed upcoming City Commission meetings and workshops. She discussed updates within the city including grant partnerships, utility bills QR codes for code enforcement, the city's new Citizen's Academy, and the new Mayor's wall within the City Commission Chambers. She reviewed upcoming Leisure Services events.

Commissioner Sargent inquired if the Citizens Academy sessions would be recorded; whereby, Ms. Shanahan stated the program would be a rotating event to allow more residents to join in the future, noting it would not be recorded.

Commissioner Persis, Commissioner Briley, Commissioner Tolland, and Mayor Partington reviewed events they attended.

Commissioner Briley thanked staff for their work on the Mayor's wall and Citizen's Academy. He thanked Leisure Services Director Robert Carolin and Assistant Leisure Services Director Stefan Sibley for their tour of the Ormond Beach parks and requested social media posts for public education on what the parks offer, highlighting equipment for children with limitations.

Commissioner Tolland expressed support of the on and off-beach parking fees for non-Volusia County residents and encouraged staff to look into.

Commissioner Sargent thanked staff for their work cleaning up the homeless camps and discussed the process encouraging residents to report any camps they see.

Mayor Partington discussed the Homeless Compassionate Anti-Camping ordinance workshop, Florida Legislature and resident impact.

Volusia County School Board

Commissioner Persis and Commissioner Sargent thanked the residents for voicing their concerns regarding the School Board's decision.

Commissioner Sargent requested when the renewal of the SRO at Ormond Beach Middle School came back before the Commission, the Commission consider not renewing.

Mayor Partington expressed support of School Board Member Persis and thanked him for listening to the citizens concerns.

Code Enforcement

Commissioner Persis expressed concerns regarding the reactive code enforcement policy and inquired if there could be a workshop to further discuss; whereby, Commissioner Tolland supported a workshop or discussion.

Commissioner Sargent noted there was a lot that would need to be considered before changing the policy including staffing, budget, and ordinance changes. He supported a workshop; whereby, Mayor Partington was supportive of a workshop and asked when one could happen.

Ms. Shanahan stated staff could include it in the June 4, 2024, budget workshop.

Commissioner Sargent discussed the reporting of code enforcement complaints.

Insurance RFP

Mayor Partington expressed concerns regarding the issuance of the insurance RFP without the vendors meeting with staff prior to the issuance.

Ms. Shanahan noted in the past the RFP went to the Commission before issuance and once issued there would be a public meeting for vendors to meet with staff to ask questions.

Commissioner Tolland noted a meeting before the issuance would be a good practice for all future RFP's.

Ms. Shanahan noted staff would arrange a public pre-issuance meeting for the RFP.

Commissioner Sargent noted he works in insurance and requested Mr. Hayes inform him if he needs to recuse himself at any point during the insurance RFP process.

Updates

Mayor Partington requested an update on the Waste Pro dispute and the public beach access at Seminole Avenue expressing concerns on both; whereby, Ms. Shanahan stated staff was working with the City Attorney's office on the Waste Pro dispute and would provide a report to the Commission once available.

Commissioner Briley inquired what recourse the city had on the public beach access as it was a condition of the Development Order approved by the City Commission; whereby, Mr. Hayes noted it was a Volusia County issue.

Mayor Partington stated he did not believe it was a Volusia County issue as it was within the city and affected the residents. He announced the ruling from the Administrative Law Judge for the Florida Department of Environmental Protection; noting his disappointment of the recommendation to dismiss the case regarding the air permit brought to them by S. R. Perrott. He explained the city would continue to work to protect the city, residents, and environmental health against the Belvedere Fuel Farm.

Item #10 – Adjournment

The meeting was adjourned at 8:28 p.m.

APPROVED: March 19, 2024

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-37
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Ormond MainStreet, Taste of Ormond Request		
Summary:	This is a request for the City Commission, acting as the Community Redevelopment Agency (CRA), to approve a request from Ormond Mainstreet to allow the serving of liquor at the Taste of Ormond special event. Ormond Mainstreet has provided a summary letter of the request attached to this item. Section 15-99, Display, promotion or sale of alcoholic beverages, subsection (b)(1) states: "Beer, wine and champagne only shall be allowed; no other alcoholic beverage, liquor or spirit shall be allowed unless allowed pursuant to a written agreement approved by the city commission." The purpose of this item is to obtain the written agreement approved by the City Commission as required by the Code of Ordinances. Staff has no objections to the Ormond MainStreet request. This item is being processed as an amendment to the agreement with Ormond MainStreet.		
Financial Impact:	None		
Citizen Impact:	Taste of Ormond is a long-standing special event and no citizen impacts are anticipated if this request is granted.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the written agreement allowing the sampling of liquor as part of the Taste of Ormond special event.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Attachments:	1. 24-37 Ormond MainStreet Srv Agmt Amendment (P24-0033G) 2. First Amendment to MainStreet Service.Service of Alcohol,2024 3. Taste of Ormond Permit Request 4. Code of Ordinances, Section 15-99	
Approval:	Kelly McGuire, Finance Director 3/5/2024 Claire Whitley, Assistant City Manager 3/11/2024 Joyce Shanahan, City Manager 3/11/2024	

RESOLUTION NO. 2024-37

A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO SERVICE AGREEMENT BETWEEN THE CITY/AGENCY AND ORMOND MAIN STREET, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution No. 84-74 declaring the Central Business District (“District”), as described therein, to be a Community Redevelopment Area in accordance with section 163.357, *Florida Statutes*, and

WHEREAS, Resolution 84-74 further declared the City Commission to be the Community Redevelopment Agency (“Agency”) for the District, and

WHEREAS, in accordance with section 163.387, *Florida Statutes*, the City Commission approved Ordinance No. 84-34 establishing a Redevelopment Trust Fund (“Trust Fund”) for the Agency in accordance with the said statutory provisions, and

WHEREAS, by Resolution No. 87-4, the City Commission approved the Granada Boulevard Master Streetscape Plan (“Granada Plan”) as the official City policy and plan for the said area, and

WHEREAS, by Resolution No. 87-53, the City Commission approved the Bovard Avenue/Vining Court Master Streetscape Plan (“Bovard Plan”) as the official City policy and plan for the said area, and

WHEREAS, together the said plans comprised the Community Redevelopment Plan (“Plan”) for the said area, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution Nos. 89-262, 93-178, 93-252, 00-155, and 01-168 readopting and amending the Granada and Bovard Plans, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution No. 2004-181, amending the Granada Plan to provide the establishment of a Property Improvement Grant Program (“Grant Program”) for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2004-187 establishing conditions for the implementation of the Property Improvement Grant Program for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2007-157, adopting the updated master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2019-178, adopting the amended master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), which includes a master theme of Arts and Culture to support the utilization of art to create a sense of place, and

WHEREAS, the Ormond Beach Main Street District is part of the City’s Central Business District and areas adjacent thereto, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2023-203, authorizing the City/Agency to enter into a 2023-2024 Service Agreement with Ormond Main Street, Inc., and

WHEREAS, the parties desire to amend said agreement for the limited purpose of adding a provision allowing beer, wine, champagne and other alcoholic beverages to be served during the “Taste of Ormond” event held by Ormond Main Street, Inc., and

WHEREAS, the City's professional staff recommends that the City/Agency amend the agreement as stated above, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, THAT:

SECTION ONE. The Mayor/Chairman and the City Manager are hereby authorized and directed to execute the First Amendment to Service Agreement on behalf of the City/Agency with Ormond Main Street, Inc. A copy of said Amendment is attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 19th day of March, 2024.

BILL PARTINGTON

Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk

**FIRST AMENDMENT TO SERVICE AGREEMENT
FOR ORMOND MAIN STREET, INC.**

THIS FIRST AMENDMENT to the Service Agreement effective on _____ is entered into by and between the **CITY OF ORMOND BEACH ("CITY")**, a Florida municipal corporation acting as the **COMMUNITY REDEVELOPMENT AGENCY** for the Central Business District and adjacent areas as created by Resolution 84-74 ("**AGENCY**"), and **ORMOND MAIN STREET, INC. ("OMSI")**, a Florida non-profit corporation, to add a section (d) to numbered paragraph 10:

10. Miscellaneous. OM SI shall:

- a)** Obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge **OMSI's** duties under this Agreement.
- b)** Be solely responsible for paying all costs relative to the discharge of its duties under this Agreement, except as otherwise indicated herein.
- c)** Comply with all applicable federal, state, and local laws, rules, and regulations.
- d)** Have the option to serve beer, wine and liquor during the **OMSI** "Taste of Ormond" event under the following conditions:
 - Any profits of the sale of alcohol during the "Taste of Ormond" event shall directly benefit **OMSI** operations.
 - **OMSI** must ensure that **OMSI** and any vendors comply with state liquor licensing, and all state and local regulations.

- **OMSI** shall maintain liquor liability insurance of no less than 1 million per occurrence naming the **CITY/AGENCY** as an additional insured, and shall require any vendors selling alcohol to provide proof of liquor liability insurance in the same amount.
- **OMSI** shall indemnify and hold the **CITY/AGENCY** harmless from any liability resulting from any personal injury or property damage occurring as a result of any service or sale of alcohol at the **OMSI** “Taste of Ormond” event.
- **OMSI** is ultimately responsible for maintaining appropriate safety and security at the “Taste of Ormond” event where alcohol is served or sold, and supervision by **OMSI** staff is mandatory.
- The **CITY/AGENCY** shall have the right to terminate alcohol sales or service at the **OMSI** “Taste of Ormond” event if any of the above conditions are not met.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned parties have caused this First Amendment to Service Agreement to be signed on the dates indicated hereinbelow.

DATED this ____ day of _____, 2024.

WITNESSES:

CITY OF ORMOND BEACH, a Florida municipal corporation acting as the **CITY OF ORMOND BEACH COMMUNITY REDEVELOPMENT AGENCY**

Signature: _____
Print Name: _____

By: _____
BILL PARTINGTON
Mayor, City of Ormond Beach
and Chairman, Central
Business District CRA

Signature: _____
Print Name: _____

Attest: _____
JOYCE SHANAHAN
City Manager

DATED this ____ day of _____, 2024.

WITNESSES:

ORMOND MAIN STREET, INC., a Florida corporation

Signature: _____
Print Name: _____

By: _____
THOMAS CAFFREY
President

Signature: _____
Print Name: _____

Attest: _____
REBECCA PARKER
Executive Director

ORMOND BEACH MAINSTREET

44A W. Granada Blvd.
Ormond Beach, FL 32174
Phone: (386) 492-2938

Board of Directors 2023-2024

Thomas Caffrey, President
Nancy Cortez, Vice President
Robin Faber, Secretary
Eric DeVriese, Treasurer
Whitney Williams, Design Committee Chair
John Adams, Economic Vitality Chair
Caryn Baker
Dorian Burt
Robert Coleman
Frank Ganz
Billie Joe Kaler
Jennifer King
Thomas MacDonald
Paul Osterndorf
Bill Partington, II
Lisa Rademacher
Bill Rice
Ashlee Selman
Judith Stein
Sam Walter

Ex Officio Members

Lori Tolland, Ormond Beach
City Commissioner
Steven Spraker, Planning Director
City of Ormond Beach
Debbie Cotton, President & CEO
Ormond Beach Chamber of Commerce

Community Partners

The City of Ormond Beach
Ormond Memorial Art Museum
The Casements Cultural Center
Ormond Beach Historical Society
Ormond Beach Chamber of Commerce
Ormond Beach Arts District

Executive Director Rebecca Parker

Executive Director Christina Wells

Annual Sponsors

Adams, Cameron & Co. Realtors
Advent Health
Florida Power & Light
Foundation Risk Partners
Highlander Corporation
Money Pages
Ormond Observer
Realty Pros Assured
Ritchey Cadillac
Ritchey Buick GMC
Security First
S.R. Perrott

February 13, 2024

Commissioners, City of Ormond Beach
Mr. Steven Spraker, Senior City Planner
22 S. Beach St.
Ormond Beach, FL 32174

Re: Special Event Permit for Taste of Ormond

Dear Commissioners & Mr. Spraker,

Mr. Spraker & Ormond Beach City Commissioners,

I am writing to request authorization for Ormond Beach Main Street to serve liquor at our upcoming "Taste of Ormond" on Sunday, May 19, 4PM – 7PM. *Taste of Ormond* is a cherished tradition that brings together residents and visitors to celebrate Ormond's vibrant culinary scene, and it is also our only annual fundraising event. While we obtain a temporary alcohol license from the Department of Business & Professional Regulation which allows us to serve all types of alcohol, the current city ordinance limits our special event permit to serve only beer & wine on public property.

Being granted permission to serve liquor will allow us to host a special 'Mixology Experience' as a ticketed addition to the afternoon, enhancing guest experience and freshening this long-standing event. It will also allow distributor and sponsor, S.R. Perrott, to offer free tastings of their premixed cocktails, (approximately 2 ounces), alongside samplings of their other products. We do not plan to *sell* cocktails or liquor during the 3-hour event.

We are confident that with your backing, the *Taste of Ormond* will continue to be a beloved celebration that highlights the best of what our city has to offer. Please contact me at any time with any questions or concerns.

As always, thank you for your continued support of Ormond Beach Main Street initiatives and events.

Sincerely,



Rebecca Parker
Executive Director
Ormond Beach MainStreet, Inc.
Becky@ormondmainstreet.com
Office: (386) 492-2938

Sec. 15-99. - Display, promotion or sale of alcoholic beverages.

- (a) The display, promotion or sale of alcoholic beverages is prohibited unless expressly authorized by an agreement or special event permit.
- (b) Where the display, promotion or sale of alcoholic beverages is authorized, the following conditions must be met:
 - (1) Beer, wine and champagne only shall be allowed; no other alcoholic beverage, liquor or spirit shall be allowed unless allowed pursuant to a written agreement approved by the city commission.
 - (2) If applicable, the appropriate alcoholic beverage license must be obtained from the state, and associated activities must at all times comply with all laws and regulations.
 - (3) If applicable, proof of liability insurance, including alcohol liability coverage, consistent with the city's minimum liability insurance requirements.
 - (4) The sale of alcoholic beverages shall not exceed 12 hours in duration during any day, unless otherwise specifically authorized by an agreement or special event permit.
- (c) The sale of alcoholic beverages shall only occur as follows:
 - (1) By a nonprofit civic organization, as the event organizer, and as authorized by an agreement or special event permit.
 - (2) By a permanent restaurant business that is located within the city's corporate boundaries or within the North U.S. Highway 1 Municipal Service Area, as authorized by an agreement between a nonprofit civic organization as the event organizer and the city, or by a special event permit.
 - (3) By a licensed caterer, in accordance with an agreement between a nonprofit civic organization as the event organizer and the city, or by a special event permit.
- (d) A special event permit for a neighborhood block party may exempt or waive the application of one or more of the conditions in subsections (b) and (c) of this section if the conditions are deemed not to be applicable to the proposed event by the members of the site plan review committee.

(Ord. No. 2015-32, § 1(15-99), 7-28-2015; Ord. No. 2022-08, § 3, 4-19-2022)



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-38
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	Statewide Mutual-Aid Agreement		
Summary:	This is a request to approve an updated Statewide Mutual-Aid Agreement (SMAA) with the Florida Department of Emergency Management (FDEM). Since its inception in 1994, the SMAA has set forth the conditions, limitations, and methodology for the provision of assistance from one government unit to another in the event of a disaster. The City of Ormond Beach has been a signatory to the SMAA since 2001, both utilizing and providing resources during various events, including storm event response/recoveries and the 1998 wildfires. The major changes to the current version of the SMAA document include: • Revises language for adoption by signatories on the signature pages. • Provides clarification and direction on any documentation requirements, procedures and disputes regarding reimbursement between the requestor and providing entity, including language related to FDEM reimbursement allowances. • Removes the references to the Form B Attachment to the Resource Support Agreements found on the division's SharePoint site. • Adds references to the Division's new F-ROC documentation system and specifies requirements for signatories to use the Division's processes (i.e., F-ROC Forms, Digital reimbursement via DEMES, etc.) for state-requested missions.		
Financial Impact:	Adoption of the updated SMAA causes no direct budgetary impact.		

Citizen Impact:	The impact of remaining a part of the SMAA is paramount to providing an adequate, effective, and efficient response/recovery to large-scale events and incidents.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the adoption of the updated Statewide Mutual-Aid Agreement.	
Staff Contact:	Howard Bailey, Fire Chief, (386) 676-3333	
Attachments:	1. 24-38 State Mutual Aid Agr (P24-0029G) 2. SMAA 2023_Final Version (1) 3. FW_ Follow Up On SMAA 4. Mutual Aid Statewide 2001 54	
Approval:	Kelly McGuire, Finance Director 3/5/2024 Claire Whitley, Assistant City Manager 3/11/2024 Joyce Shanahan, City Manager 3/11/2024	

RESOLUTION 2024-38

A RESOLUTION AUTHORIZING THE EXECUTION OF A STATEWIDE MUTUAL AID AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, UNDER THE STATE EMERGENCY MANAGEMENT ACT TO PROVIDE AND RECEIVE ASSISTANCE DURING EMERGENCIES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause disruption of essential services and the destruction of the infrastructure needed to deliver those services; and

WHEREAS, such disasters are likely to exceed the capability of any one local governmental entity to cope with the disaster with existing resources; and

WHEREAS, such disasters may give rise to unusual technical needs that the City of Ormond Beach may be unable to meet with existing resources, but that other local governments may be able to offer; and

WHEREAS, local governments are authorized pursuant to Chapter 163, *Florida Statutes*, to enter into mutual aid agreements; and

WHEREAS, Chapter 252, *Florida Statutes*, hereinafter referred to as the "State Emergency Management Act", authorizes local governments to enter into mutual aid agreements for assistance in emergencies, and through those agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance; and

WHEREAS, the State of Florida Division of Emergency Management is authorized to coordinate assistance between local governments during emergencies; and

WHEREAS, the City Commission promotes and supports the City's disaster preparedness program so that the community will receive proper coordinated services in times of crisis; and

WHEREAS, the City Commission finds that to do so is in the best interests of the health safety and welfare of the general public; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Statewide Mutual Aid Agreement between the City of Ormond Beach and the State of Florida, Division of Emergency Management, a copy of said agreement being attached hereto and incorporated herein by reference.

SECTION TWO. This resolution shall become effective immediately upon adoption.

APPROVED AND AUTHENTICATED this 19th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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Ron DeSantis, Governor

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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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Ron DeSantis, Governor

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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

ATTEST:
CITY MANAGER

Approved as to Form:

By: _____

By: _____

Title: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

From: [Bailey, Howard](#)
To: [Quartier, Nathan](#)
Subject: FW: Follow Up On SMAA
Date: Monday, February 12, 2024 2:29:41 PM

FYI

From: Todd Allen <allent@deland.org>
Sent: Monday, February 12, 2024 1:54 PM
To: Bailey, Howard <Howard.Bailey@ormondbeach.org>
Subject: FW: Follow Up On SMAA

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

From: Michael Pleus <Pleusm@deland.org>
Sent: Thursday, January 4, 2024 11:22 AM
To: Todd Allen <allent@deland.org>
Subject: FW: Follow Up On SMAA

FYI

From: Clint S. Mecham <CMecham@volusia.org>
Sent: Thursday, January 4, 2024 10:15 AM
To: Arrington, Dale (OC City Mgr) <darrington@ourorangecity.com>; Clark, Wayne(PO) <wclark@port-orange.org>; Disher, Mike <mdisher@ponce-inlet.org>; Evett, Lee (LH) <levett@lakehelen.org>; Feacher, Deric (DB) <feacherderic@codb.us>; Forte, Joe (HH) <jforte@hollyhillfl.org>; Gillis, Les (CM SD) <lgillis@southdaytona.org>; Irby, Glen (Edgewater) <Girby@cityofedgewater.org>; Jerome (OH CM Adams) <adamsj@oakhillfl.gov>; Joyce Shanahan <joyce.shanahan@ormondbeach.org>; Michael Pleus <Pleusm@deland.org>; Resheidat, Khalid (NSB) <kresheidat@cityofnsb.com>; Rosamonda, Carmen (Debary) <CRosamonda@DeBary.org>; swartzlander, Kurt (DBS) <kswartzlander@cityofdbfs.org>; Whitcomb, Glenn (DELT) <gwhitcomb@deltonafl.gov>; Yvonne Braddock <townclerk@townofpierson.org>
Cc: Aubrie Austin <ALAustin@volusia.org>
Subject: Follow Up On SMAA

Good Morning Everyone,

I hope that everyone had an outstanding holiday season! Before the holiday break a request was made to get a red-lined copy of the SMAA from the state. I received a response back. The state could not provide an actual red-lined copy of the SMAA from the previous version to the current version but they did provide the following list of substantive changes that

prompted needing the SMAA to be updated. They are:

- Revises language for adoption by signatories on the signature pages. Provides clarification and direction on any documentation requirements, procedures and disputes regarding reimbursement between the requestor and providing entity, including language related to FDEM reimbursement allowances.
- Removes the references to the Form B Attachment to the Resource Support Agreements found on the division's SharePoint site.
- Add references to the Division's F-ROC documentation and specifies requirements for signatories to use the Division's processes (i.e., F-ROC Forms, Digital reimbursement via DEMES, etc.) for state requested mission.

I hope that this information is helpful and is an acceptable substitute for a red-lined version. As always, please do not hesitate to reach out with any questions or comments. Thank you all for everything you are doing.

Most Respectfully,

Clint



Clint S. Mecham

Director

Volusia County Emergency Management

3825 Tiger Bay Rd. Suite 102

Daytona Beach, FL 32124

Office - (386) 254-1500 Ext 11629

Cell – (386) 341-5602

cmecham@volusia.org

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Verification: This message sent from Plausm@deland.org

RESOLUTION 2001 - 54

A RESOLUTION AUTHORIZING THE EXECUTION OF A STATEWIDE MUTUAL AID AGREEMENT WITH STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT UNDER THE STATE EMERGENCY MANAGEMENT ACT TO PROVIDE AND RECEIVE ASSISTANCE DURING EMERGENCIES; SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause disruption of essential services and the destruction of the infrastructure needed to deliver those services; and

WHEREAS, such disasters are likely to exceed the capability of any one local governmental entity to cope with the disaster with existing resources; and

WHEREAS, such disasters may give rise to unusual technical needs that the City of Ormond Beach may be unable to meet with existing resources, but that other local governments may be able to offer; and

WHEREAS, local governments are authorized pursuant to Chapter 163, *Florida Statutes*, to enter into mutual aid agreements; and

WHEREAS, Chapter 252, *Florida Statutes*, hereinafter referred to as the "State Emergency Management Act", authorizes local governments to enter into mutual aid agreements for assistance in emergencies, and through those agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance; and

WHEREAS, the Florida Department of Community Affairs, Division of Emergency Management is authorized to coordinate assistance between local governments during emergencies; and

WHEREAS, the City Commission promotes and supports the City's disaster preparedness program so that the community will receive proper coordinated services in times of crisis; and

WHEREAS, the City Commission finds that to do so is in the best interests of the health safety and welfare of the general public; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute an agreement between the City of Ormond Beach and the State of Florida Department of Community Affairs, Division of Emergency Management, a copy of said agreement being attached hereto as Exhibit "A".

SECTION TWO. This resolution shall become effective immediately upon adoption.

APPROVED AND AUTHENTICATED this 3rd day of April, 2001.

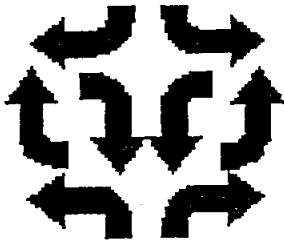


CARL PERSIS
Mayor

ATTEST:



VERONICA PATTERSON
City Clerk



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

This Agreement between the DEPARTMENT OF COMMUNITY AFFAIRS, State of Florida (the "Department"), and all the local governments signing this Agreement (the "Participating Parties") is based on the existence of the following conditions:

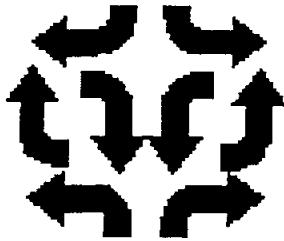
A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the disaster with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, as amended, gives the local governments of the State the authority to make agreements for mutual assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Under the Act the Department, through its Division of Emergency Management (the "Division"), has authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.



July 31, 2000

F. The existence in the State of Florida of special districts, educational districts, and other regional and local governmental entities with special functions may make additional resources available for use in emergencies.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I. Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which also may be called the Statewide Mutual Aid Agreement.

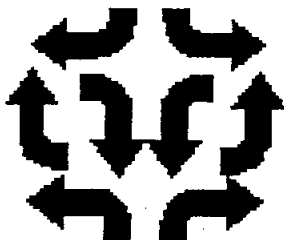
B. The "Participating Parties" to this Agreement are the Department and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

C. The "Department" is the Department of Community Affairs, State of Florida.

D. The "Division" is the Division of Emergency Management of the Department.

E. The "Requesting Parties" to this Agreement are Participating Parties who request assistance in a disaster.

F. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in a disaster to a Requesting Party.



July 31, 2000

G. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer for use as his or her headquarters during a disaster.

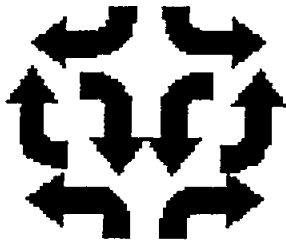
H. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Fla. Stat. (1999).

I. The "State Coordinating Officer" is the official whom the Governor designates by Executive Order to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order and the Comprehensive Emergency Management Plan.

J. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in a disaster, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

K. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of § 189.403(1), Fla. Stat. (1999), regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

L. An "educational district" is any School District within the meaning of § 230.01,



July 31, 2000

Fla. Stat. (1999), or any Community College District within the meaning of § 240.313(1), Fla. Stat. (1999).

M.. An “interlocal agreement” is any agreement between local governments within the meaning of § 163.01(3)(a), Fla. Stat. (1999).

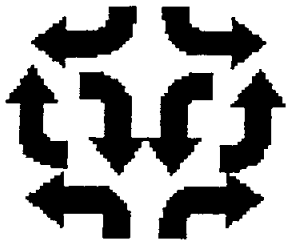
N. A “local government” is any educational district and any entity that is a “local governmental entity” within the meaning of § 11.45(1)(d), Fla. Stat. (1999).

O. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, as amended.

ARTICLE II. Applicability of the Agreement. A Participating Party may request assistance under this Agreement only for a major or catastrophic disaster. If the Participating Party has no other mutual aid agreement that covers a minor disaster, it may also invoke assistance under this Agreement for a minor disaster.

ARTICLE III. Invocation of the Agreement. In the event of a disaster or threatened disaster, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party or from the Department if, in the judgment of the Requesting Party, its own resources are inadequate to meet the disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) days must be confirmed in writing by the Director of Emergency Management for the County



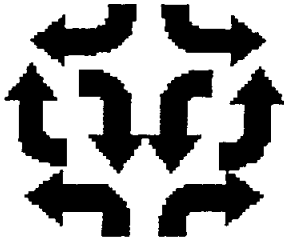
July 31, 2000

of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the disaster for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by the Director of Emergency Management for the County of the Requesting Party to either the Division or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Department, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. If any requests for assistance under this Agreement are submitted to the Division, the Division shall relay the request to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the Comprehensive Emergency Management Plan.

D. Notwithstanding anything to the contrary elsewhere in this Agreement, nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Department or by other agencies of the State of Florida for use in responding to a disaster pending the assignment of such personnel, equipment, supplies, services and other resources to a mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in

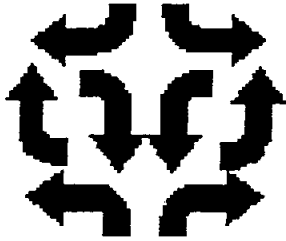


July 31, 2000

accordance with the Comprehensive Emergency Management Plan.

ARTICLE IV. Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;
- C. A description of the specific type of assistance needed within each Emergency Support Function;
- D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;
- E. A description of any public infrastructure for which assistance will be needed;
- F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;



July 31, 2000

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V. Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable given its personnel, equipment, resources and capabilities. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form C attached to this Agreement, and the completion of Form C by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;



July 31, 2000

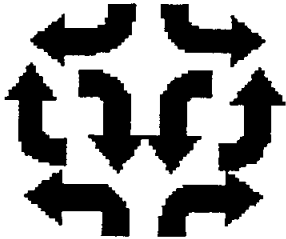
C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

ARTICLE VI. Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisors of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) days notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of catastrophic and major disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For minor disasters, the Requesting Party shall



July 31, 2000

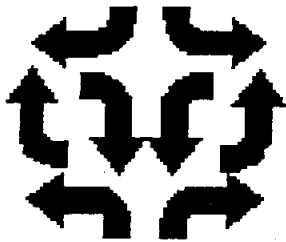
be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, the Requesting Party shall to the fullest extent practicable coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment.

ARTICLE VII. Procedures for Reimbursement. Unless the Department or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. The Department shall pay the costs incurred by an Assisting Party in responding to a request that the Department initiates on its own, and not for another Requesting Party, upon being billed by that Assisting Party in accordance with this Agreement.



July 31, 2000

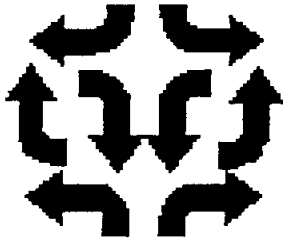
B. An Assisting Party shall bill the Department or other Requesting Party as soon as practicable, but not later than thirty (30) days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Department or the Requesting Party, as the case may be, protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) days shall constitute agreement to the bill and the items on the bill.

D. If the Department protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) days from the date of protest to present the bill or item to the original Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot agree with the Department or the Requesting Party, as the case may be, to the settlement of any protested bill or billed item, the Department, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Department or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party or any other official of an-



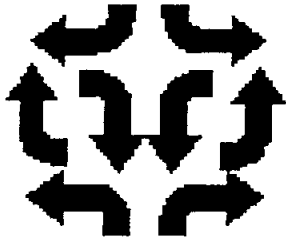
July 31, 2000

other Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Department, or if an Assisting Party has rendered assistance without being requested to do so by the Department, the Department shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency for the reimbursement of costs incurred by any Participating Party shall be made by and through the Department.

I. If the Federal Emergency Management Agency denies any request for reimbursement of costs which the Department has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Department, but the Department may waive such repayment for cause.

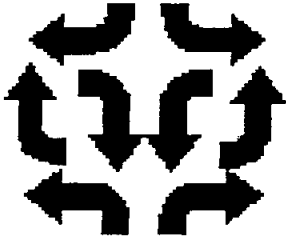


July 31, 2000

ARTICLE VIII. Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting



July 31, 2000

Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.



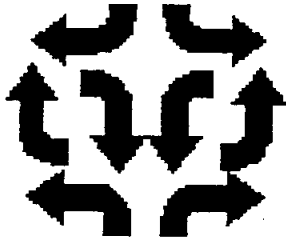
July 31, 2000

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of the Federal Emergency Management Agency and applicable circulars issued by the Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Department and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays other than official holidays.

ARTICLE IX. Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.



July 31, 2000

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

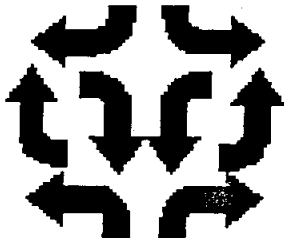
E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X. General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting



July 31, 2000

Party under this Agreement is contingent upon an annual appropriation by the Legislature.

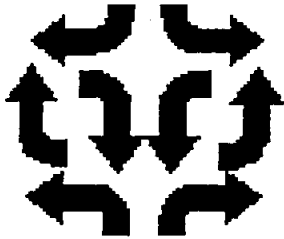
B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for a proper preaudit and post audit thereof. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with applicable requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Department or the Division under this Agreement shall be sent to the Director, Division of Emergency Management, Department of Community Affairs, Sadowski Building, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form A attached to this Agreement. For the



July 31, 2000

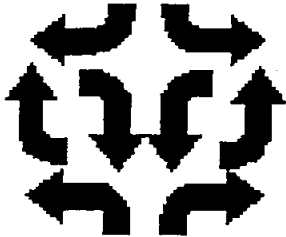
purpose of this Section, any such communication may be sent by the U.S. Mail, may be sent by the InterNet, or may be faxed.

ARTICLE XI. Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.



July 31, 2000

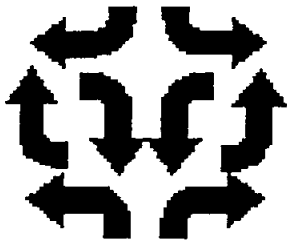
D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall be automatically renewed one (1) year after its execution unless within sixty (60) days before that date the Participating Party notifies the Department in writing of its intent to withdraw from the Agreement.

F. The Department shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) days after its execution by the Department. Such amendment shall take effect not later than sixty (60) days after the date of its execution by the Department, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Department in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII. Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this



July 31, 2000

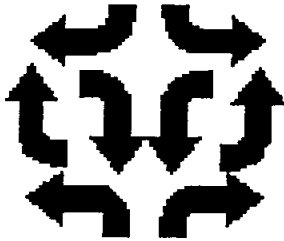
Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase or other portion of the Agreement shall remain in full force and effect, it being the intent of the Department and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable.

E. The waiver of any obligation or condition in this Agreement in any instance by a Participating Party shall not be construed as a waiver of that obligation or condition in the same instance, or of any other obligation or condition in that or any other instance.



July 31, 2000

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on
the date specified below:

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF COMMUNITY AFFAIRS
STATE OF FLORIDA

By: _____
Director

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY
STATE OF FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney



July 31, 2000

TRAINING &
EDUCATION SECTION

02 MAY -8 PH 12: 03

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF COMMUNITY AFFAIRS
STATE OF FLORIDA

By: _____
Director

Date: 5/25/2001

ATTEST:

By: _____
Theodore S. MacLeod, P.E.
Title: Acting City Manager

CITY OF ORMOND BEACH
STATE OF FLORIDA

By: Carl Persis
Carl Persis
Title: Mayor

Date: 4-4-01

Approved as to Form:

By: Randal A. Hayes
City Attorney Randal A. Hayes



July 31, 2000

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF COMMUNITY AFFAIRS
STATE OF FLORIDA

By: _____
Director

Date: _____

DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

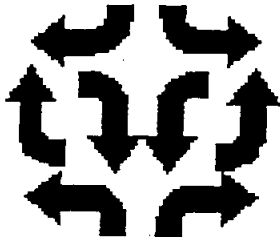
Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

FORM A

Date: April 3, 2001

Name of Government: City of Ormond Beach

Mailing Address: P.O. Box 277, Ormond Beach, FL 32175-0277

City, State, Zip: 22 S. Beach Street, Ormond Beach, FL 32174

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative

Name: Ted MacLeod

Title: Acting City Manager

Address: 22 S. Beach Street, Ormond Beach, Florida

Day Phone: 386-676-3201 Night Phone: 386-441-3662

Telecopier: 386-676-3384 InterNet: tmacleod@iag.net

First Alternate Representative

Name: Kevin Gray

Title: E.M. Coordinator

Address: 500 N. Orchard Street, Ormond Beach, Florida

Day Phone: 386-676-3577 Night Phone: 386-831-4098

Telecopier: 386-676-3294 InterNet: _____

Second Alternate Representative

Name: Michael Longfellow

Title: Assistant Chief of Police

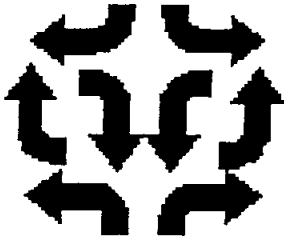
Address: 170 W. Granada Boulevard, Ormond Beach, Florida

Day Phone: 386-676-3502 Night Phone: 386-299-2416

Telecopier: 386-676-3559 InterNet: _____

PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR

Return to: Department of Community Affairs-Division of Emergency Management
2555 Shumard Oak Boulevard - Tallahassee, Florida 32399-2100



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

Form B

Date: _____

Name of Requesting Party: _____

Contact Official for Requesting Party:

Name: _____

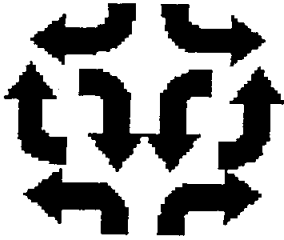
Telephone: _____

InterNet: _____

1. Description of Damage: _____

2. Emergency Support Functions: _____

3. Types of Assistance Needed: _____



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

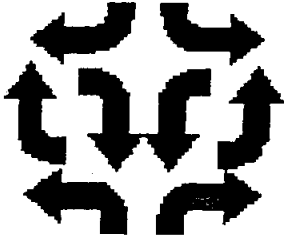
Form B

4. Types of Resources Needed: _____

5. Description of Infrastructure: _____

6. Description of Staging Facilities: _____

7. Description of Telecommunications Resources: _____



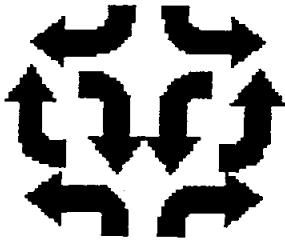
July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

Form B

8. Time, Place and Date to Deliver Resources: _____

9. Names of Supervisors for Requesting Party: _____



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

Form C

Date: _____

Name of Assisting Party: _____

Contact Official for Assisting Party:

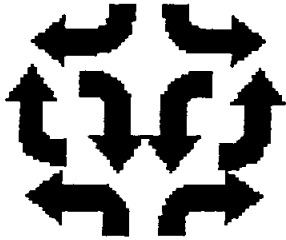
Name: _____

Telephone: _____

InterNet: _____

1. Description of Resources : _____

2. Estimated Time Resources Available: _____



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

Form C

3. Estimated Time and Date to Deliver Resources: _____

4. Description of Telecommunications Resources: _____

5. Names of Supervisors for Assisting Party:

CITY MANAGER
MEMORANDUM

TO: Honorable Mayor Persis and City Commissioners

FROM: Theodore S. MacLeod, P.E., Acting City Manager

DATE: March 29, 2001

SUBJECT: Statewide Mutual Aid Agreement

Introduction: This is a request to approve an amended mutual aid agreement with the Florida Department of Community Affairs (DCA), Division of Emergency Management.

Background: With the inception of the Statewide Mutual Aid Agreement in 1994, the DCA created a document that set forth the conditions, limitations, and methodology for the provision of assistance from one government unit to another in the event of a disaster. The City of Ormond Beach has long been a signatory in the Statewide Mutual Aid Agreements. These agreements have proven beneficial on a number of occasions when emergency situations have overwhelmed our ability to properly respond. Since 1994, these agreements have been invoked on numerous occasions, such as the wildfires of 1998 and the two recent hurricanes. Through those activations, lessons have been learned which led to the creation of this agreement, designed to cover all aspects of assistance.

Discussion: The attached document is the result of review by DCA of the use of mutual aid since 1994. Specific changes included are as follows:

- There is no modification to sign along with the new agreement as before.
- The new agreement includes governmental entities of every description.
- The new agreement makes use of binding arbitration to settle billing disputes between parties.
- No participating party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

Basically, only two options are available regarding this agreement—to become a signatory, or to decline. Declining to participate in this agreement could have dire consequences should we be faced with an emergency situation beyond our capabilities. Additionally, becoming a signatory to the agreement provides a set of standards by which we can provide or receive assistance from other governmental bodies facing emergencies.

The Honorable Mayor Persis and City Commissioners
March 29, 2001
Page 2

Budget/Staffing Impact: This agreement has no budgetary or staffing impact unless invoked.

Recommendation: It is requested that the City Commission approve the City of Ormond Beach's participation in the Statewide Mutual Aid Agreement.

Prepared by: Michael R. Longfellow, Assistant Chief of Police
Reviewed by: Larry W. Mathieson, Chief of Police



Emergency Management

TO: Chief Baker
FROM: Jim Ryan
DATE: 3-2-01
SUBJECT: Statewide Mutual Aid Agreement
for City of 03.

Barry: Not going to even venture a
guess where / why you all haven't
received.

Hope attached helps. Any
problems / add'l info pls call.

Tx
h

PS-0260-0495



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

STEVEN M. SEIBERT
Secretary

September 13, 2000

MEMORANDUM

TO: All Political Subdivisions

FROM: *J.F.M.*
Joseph F. Myers, Director
Division of Emergency Management

SUBJECT: Execution of the New Statewide Mutual Aid Agreement, dated July 31, 2000

RECEIVED
SEP 18 2000
County of Volusia
Emergency Management

When disasters strike, the initial resources to protect the health and safety of our citizens will come from local efforts including Municipal and County resources. However, if the response and/or the recovery efforts are beyond the capability of local resources, requests for assistance will be made to the State. If the disaster exceeds the State's ability to support local governments, the State may request additional assistance through the Emergency Management Assistance Compact or from Federal assistance to supplement the State's efforts. A proven method to augment emergency resources in a cost effective and timesaving manner is through the implementation of mutual aid agreements. Over the past six years, the Division of Emergency Management has become a strong proponent of participation in the Statewide Mutual Aid Agreement. Currently, we recognize the process can be further strengthened with the inclusion of independent special districts.

Mutual aid agreements are encouraged to maximize and coordinate the use of available resources within the State and to ensure faster reimbursements. Utilizing mutual aid agreements, regardless of the funding sources, is the best way to supplement emergency assistance to protect the health and safety of the residents located within the impacted area and is cost effective.

The Statewide Mutual Aid Agreement was revised due to lessons learned from problems which arose since its inception in 1994. The Division of Emergency Management has replaced the previous Statewide Mutual Aid Agreement, dated April 27, 1994 and superseded the Public Works Mutual Aid Agreement due to a minimum scope of activity and public works being included in the new Statewide Mutual Aid Agreement, dated July 31, 2000. The April 27, 1994, document will remain in effect to give local and regional governmental entities time to sign the new Agreement by **June 30, 2001**.

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(850) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2356

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

Despite the omission of independent special districts from the original agreement, many districts have responded to requests during past disasters. Adding independent special districts as a party to the Statewide Mutual Aid Agreement is a significant substantive change from the original agreement and creates access to a broader array of resources. The Division of Emergency Management requests all Counties, Municipalities, Community College Districts, School Districts and Independent Special Districts to sign the new Statewide Mutual Aid Agreement, acknowledging the acceptance of the new terms and parties. With the addition of the 900 plus Independent Special Districts, i.e., (*Community College Districts, School Districts, Soil and Water Conservation Districts, Reedy Creek Improvement District, Special Fire Control Districts, Fire and Rescue Districts, Mosquito Control Districts, Water Management Districts, Water and Sewer Districts, Water Control Districts, Navigation Districts, Drainage Districts, Educational Districts, Port Districts*), to the Statewide Mutual Aid Agreement, Florida will expand its resources and address all public entities needing assistance.

Some of the major differences in the new Statewide Mutual Aid Agreement are:

- There is no modification to sign along with the new Agreement as before.
- The new Agreement includes governmental entities of every description.
- The new Agreement makes use of binding arbitration to settle billing disputes between parties.
- No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

The new Statewide Mutual Aid Agreement also provides for the following:

- The execution of the new Agreement by any Participating Party, which is a signatory to the Statewide Mutual Aid Agreement of 1994, will terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that Agreement, but such termination will not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.
- The Statewide Mutual Aid Agreement of the year 2000 will continue to be in effect for one year from its date of execution by a Participating Party, and it will be automatically renewed one year after its execution unless within sixty days before that date the Participating Party notifies the Department of Community Affairs in writing of its intent to withdraw from the Agreement.

All Political Subdivisions
September 13, 2000
Page Three

- The execution of the new Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement will terminate the rights, interest, duties and responsibilities and obligations of that Participating Party under that Agreement, but such termination will not affect the liability of the Participating Party for the reimbursement of any cost due under that agreement, regardless of whether billed or unbilled.
- Unless superseded by the execution of this Agreement in accordance with Section A, Article XI, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

In order to become a party to the attached Statewide Mutual Aid Agreement, submission of your signed agreement must include the following:

1. A separate completed copy of Form A (Authorized Representatives Contact) for the county, municipalities, and all independent special districts.
2. A Resolution or a copy of meeting minutes from each governing board showing governing board approval.
3. A Certificate of Insurance or other evidence of insurance coverage for each county, municipalities, and/or independent special districts.

Thank you for your immediate response to this very important document. Should you have questions regarding the aforementioned, please call Ms. Janice L. Jones, Planner at (850) 413-9974 or Mr. Alfred O. Bragg, Assistant General Counsel at (850) 922-1676.

JFM:jj

Attachments

To <u>TOM</u>	From <u>RAH</u>
Co./Dept.	Co.
Phone #	Phone #
Fax #	Fax #

**City Attorney
Document Review**

Project No. P01-0095A

Document Name: Police – Mutual Aid Agreement 2001Submitted By: Chief MathiesonDate Submitted: March 22, 2001Reviewer(s): ☒ RAH ☐ GGL ☐ MPL ☐ MB ☐ SM

Returned to sender for further action (reason(s) described):

There is another
one I believe came in late to us*(This form must be attached to all re-submittals.)*Approved for Agenda: ☒ YES ☐ NOWill Require: ☒ Resolution ☐ OrdinanceDated: 3-28, 2001
RANDAL A. HAYES, CITY ATTORNEY

Dated: _____, 2001

GEORGE G. LEWIS, DEPUTY CITY ATTORNEY

(Only one signature required for approval.)

c: Tom Lipps, Support Services Director
Veronica Patterson, City Clerk
Stephanie Molohon, Legal Assistant
Person submitting for review



CITY OF ORMOND BEACH

Support Services • 22 South Beach Street • Ormond Beach, FL 32174 • (904) 677-0311 • Fax (904) 676-3330

April 6, 2001

Pat White
Volusia County Emergency Management
49 Keyton Drive
Daytona Beach, FL 32114

RE: Statewide Mutual Aid Agreement

Dear Ms. White:

On April 3, 2001, the City Commission approved Resolution No. 2001-54 authorizing the execution of a Statewide Mutual Aid Agreement with the State of Florida, Department of Community Affairs, Division of Emergency Management.

Enclosed is a copy of Resolution No. 2001-34 together with two (2) original agreements, which have been executed by the City of Ormond Beach. Please return one fully executed original to my attention when signed by the County.

Should you have any questions, please contact me at (386) 676-3340.
Sincerely,

Veronica Patterson, CMC
City Clerk

/vsp: comactret
Enclosures

cc: Michael Longfellow, Assistant Police Chief
Lois Towey, Support Services



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-39
Strategic Goal:	Public Safety - Other		
Department:	Finance - Grants		
Subject:	Firehouse Subs Public Safety Foundation Grant		
Summary:	This is a request for the City Commission to allow the on-line submittal of a grant request to the Firehouse Subs Public Safety Foundation for the purchase of a dual-purpose Firefighting Cascade/Community Outreach Trailer. A dual-purpose Firefighting Cascade/Community Outreach Trailer would significantly enhance the safety and well-being of both firefighters and citizens. The Firefighting Cascade Trailer is equipped with advanced air supply systems, ensuring an extended and reliable source of clean air for firefighters operating in Immediately Dangerous to Life and Health (IDLH) environments. This capability is crucial in high-risk situations where firefighters may be exposed to hazardous substances, providing them with a longer duration of respiratory support, ultimately enhancing their ability to carry out effective firefighting operations. Combining the Firefighting Cascade Trailer with a Community Outreach Trailer emphasizes the proactive engagement of the Fire Department with the Ormond Beach community and serves to educate and prepare citizens for emergency situations. By organizing community events, training sessions, and disseminating safety information, the Fire Department will establish a stronger bond with residents. This approach enhances public safety awareness and creates a more resilient community that is better equipped to respond to emergencies. The Firehouse Subs Public Safety Foundation considers funding requests on a quarterly basis. The Foundation's mission is to "impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations." The next cycle to submit applications opens on April 4, 2024, and the portal closes after 600 applications have been received.		

	Award notifications will occur within two months of the deadline, or about June 4, 2024.						
Financial Impact:	The total cost for the dual-purpose Firefighting Cascade/Community Outreach Trailer is \$36,800.00 and includes: • One Wells Cargo enclosed 16' tandem axle trailer • Six 6,000 PSI cascade cylinders with necessary valves and hardware • One 6,000 PSI pressure regulator • Two fill stations, complete with frag cylinders and necessary hookups • One workbench, wall cabinet, and storage unit installed in the trailer • Shipping/delivery costs No City matching funds are required. A quote within 6 months of the application deadline is required as part of the application and is included in the draft application.						
Citizen Impact:	This equipment will allow the Fire Department to effectively and safely respond to emergencies, especially during prolonged events, when having an adequate supply of clean air is critical for firefighters, and will foster fire safety education and outreach with Ormond Beach residents.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for the submittal of an on-line application for the requested equipment and should a grant award be offered, authorize acceptance of the grant award.						
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315						
Attachments:	1. 24-39 Firehouse Online Grant (P24-0032G) 2. Firehouse Subs DRAFT Application						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>3/11/2024</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>3/11/2024</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>3/11/2024</td> </tr> </table>	Kelly McGuire, Finance Director	3/11/2024	Claire Whitley, Assistant City Manager	3/11/2024	Joyce Shanahan, City Manager	3/11/2024
Kelly McGuire, Finance Director	3/11/2024						
Claire Whitley, Assistant City Manager	3/11/2024						
Joyce Shanahan, City Manager	3/11/2024						

RESOLUTION NO. 2024-39

A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION IN THE AMOUNT OF \$36,800.00 TO THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Firehouse Subs Public Safety Foundation provides financial assistance to communities by supporting first responders and public safety organizations with lifesaving equipment and funding resources, and

WHEREAS, the City Commission desires to authorize the submission of an on-line application for financial assistance in the amount of \$36,800.00 available under the Firehouse Subs Public Safety Foundation Grant for the acquisition of a dual-purpose Firefighting Cascade/Community Outreach Trailer, which would significantly enhance the safety and well-being of both firefighters and citizens (a copy of said application is attached hereto and incorporated herein by reference), and

WHEREAS, the City Commission desires to accept said grant once it is awarded, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, THAT:

SECTION ONE. The City Manager or her designee is hereby authorized and directed to submit an on-line grant application in the amount of \$36,800.00 to the Firehouse Subs Public Safety Foundation.

SECTION TWO. The City Commission hereby authorizes the acceptance of said grant funds once awarded; and further authorizes the Mayor and City Manager to execute any and all documents incidental thereto including any contract that is necessary for the City to accept the grant award.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 19th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Firehouse Subs Public Safety Foundation
Grant Application

SAMPLE

Congratulations! Your organization has met Firehouse Subs Public Safety Foundation's pre-qualification criteria to be considered for a grant.

*STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.*

Thank you for your interest in Firehouse Subs Public Safety Foundation, where we are committed to giving back to communities by supporting first responders and public safety organizations with lifesaving equipment and funding resources.

Grants are considered on a quarterly basis by the Foundation's Board of Directors, and ALL applicants will be notified of a decision regarding their application within two months of the close of the grant deadline.

PLEASE APPLY EARLY

- **DO NOT** send email inquiries to the Firehouse Subs Care Center or through the Firehouse Subs EMS survey.
- **DO NOT** phone the Firehouse Subs main office or Firehouse Subs restaurants with grant inquiries.

The grant process is a partnership. We greatly appreciate your cooperation and compliance.

APPLICATION GUIDELINES AND REQUIRED ATTACHMENTS

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Please prepare the following attachments before you continue. We cannot consider your application if any of the required information is missing.

- **Background/History**

- Brief history of your department or organization, and how this grant will benefit your community

- **Vendor Equipment Quote/Bid**

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first and last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting
- Include sales tax if applicable and freight charges if applicable
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote
- Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the submitted quote

Note: When requesting a quote/bid from a vendor, we highly recommend sharing our quote requirements with the sales representative and making them aware the quote is for a Firehouse Subs Public Safety Foundation grant application.

- **Most Recent Financial Information**

Financials must show revenue and expenses and list the name of your organization, city or county.

One of the following options must be submitted:

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

- **Equipment Inventory**

- Please include a list of apparatus, vehicles and other specialized equipment. Submitted equipment inventory documentation must include the name of your organization. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE)

*For more details, please reference the **FREQUENTLY ASKED QUESTIONS & TIPS** on the next page.*

FREQUENTLY ASKED QUESTIONS & TIPS

*STOP HERE & PRINT THIS PAGE.
You will not be able to return to this page.*

Please Apply Early.

Please **do not** contact area restaurants or Firehouse Subs Care center with grants questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities. This is accomplished by providing lifesaving equipment and prevention education tools to first responders and public safety organizations. All requests must fall within our Foundation's funding guidelines which can be found on our website via firehousesubsfoundation.org/about-us/funding-areas. See below for information regarding items that are not supported by our grants program.

Are there items that your Foundation does not support?

All requests must fall within our Foundation's funding guidelines which can be found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors at this time include body cameras, building exhaust removal systems, crash data boxes, dash cams, drones and drone accessories, exercise equipment, goodie bags, guns/firearms/use of force equipment, riot gear, laser pointers (designators), inflatable bounce houses, license plate readers, Narcan, portable message signs, Pluggie the fire plug robot, Polar Breeze thermal rehabilitation systems, power load stretchers, radar detectors, recording devices, refurbished equipment, security systems, surveillance equipment, Sparky the Fire Dog robots and costumes, stop sticks, tasers, throw bots, traffic road barriers, TruNar analyzers, t-shirts & polos, etc.

Note: Our organization is unable to accept requests for Philips automated external defibrillator FRx models or Scott SCBA Model AP50 at this time. All other Philips and Scott product requests are acceptable.

Is this grant only available for Fire Departments?

No. Law enforcement, EMS, public safety organizations, non-profits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?

We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?

Our program DOES NOT provide reimbursements for purchased equipment. If your organization has already purchased the equipment and is requesting reimbursement, please DO NOT apply.

What are the most common reasons a grant application is marked incomplete?

- **The requested equipment does not fall within the Foundation's funding guidelines**
- **Quote is missing vendor sales representative first and last name & vendor email address**
- **Quote is missing name & physical address of the applying organization, and a contact person from the organization**
- **Online quotes are not permissible**
- **Quote does not match the dollar amount or quantity requested in the grant application**

- **Quote includes item(s) that are not being requested in the grant**
- **Attachments that are not saved as .doc, .pdf, .jpeg or .xlsx**
- **Financials are outdated and/or do not include both revenues and expenses**
- **Alternate contact information is the same contact information as the main contact information**

Can my organization submit multiple grant applications?

No, the Foundation does not accept more than one grant request per organization. The Foundation is unable to make exceptions to this rule.

Is the Firehouse Subs Public Safety Foundation grant a matching grant?

There are no matching funds involved in our organization's grants program.

If my request is more or less than \$20,000 will it be denied?

\$15,000-\$25,000 is a guideline. Requests exceeding \$50,000 will not be accepted.

What financial information should we provide?

Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted:

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

What is needed for the required vendor quote/bid attachment?

*You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes **MUST** meet the requirements below, please read carefully:*

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & *physical* address of your organization must be included
- The first & last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain *only* the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting
- Include sales tax if applicable and freight charges if applicable
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote
- Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the submitted quote

Note: When requesting a quote from a vendor, we highly recommend sharing our quote requirements with the sales representative and making them aware the quote is for a Firehouse Subs Public Safety Foundation grant application.

What inventory information should I provide?

Please include a list of apparatus, vehicles and other specialized equipment. Submitted equipment inventory documentation must include the name of your organization. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE)

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?

Our Foundation mainly focuses its resources in areas served by Firehouse Subs restaurants. We recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?

ALL applicants will be notified of a decision regarding their application within two months of the close of the grant deadline. Please do not contact restaurants or the Firehouse Subs Care Center with questions regarding your grant.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?

As per our guidelines, Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, firearm simulators, or other use of force items.

Does the Foundation only work with specific equipment vendors?

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. It is up to the grant applicant to submit a quote/bid for the requested equipment which will include the brand and manufacturer. As needed, the Foundation's procurement team will evaluate pricing and reach out to other distributors of the same manufacturer and brand.

Does the Foundation fund requests for refurbished equipment?

No, our organization does not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment?

No, our organization does not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?

The Foundation does consider request for partial funding, however, the balance of funds must already be secured and outlined within your grant request. We ask that you include a note about the project and the secured funding as part of your organization's background/history attachment if submitting a request for partial funding.

If approved, what is required by the recipient?

Documentation must be submitted to verify that the grant award was received. More details will be provided if approved.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

Firehouse Subs Public Safety Foundation Scholarships Program FAQs

How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational technical school for the upcoming academic year. Click [here](#) to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via grants.firehousesubs.com.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

ACCOUNT REGISTRATIONApplicant First Name* TravisApplicant Last Name* TaftApplicant Title* CaptainEmail* Travis.Taft@ormondbeach.org (we prefer an official email address for your organization/department)
386-846-5994

*Please note, this information cannot be edited once submitted.

APPLICANT and DEPARTMENT INFORMATION
Firehouse Subs Public Safety Foundation
Grant ApplicationOrganization/Department: (this must be your organization's official name) City of Ormond BeachDepartment Tax ID # (xx-xxxxxxx): 59-6000398Mailing Address 1: P.O. Box 277

Mailing Address 2: _____

City, State & Zip Code: Ormond Beach, Florida 32175-0277Shipping Address: 364 South Atlantic Avenue, Ormond Beach, Florida 32176Organization Phone Number: 386-676-3255Organization Phone Ext: NA

Secondary Applicant* First and Last Name: (must be different from main applicant first & last name)

Nathan Quartier, Deputy Fire ChiefSecondary Applicant* Phone Number: (must be different from main applicant phone number) 386-290-3112Secondary Applicant* Ext: NASecondary Applicant* Email Address: (must be different from main applicant email) Nathan.Quartier@ormondbeach.org* Contact information for **two separate individuals** must be included in order for your application to be considered.Communities Served: Ormond Beach, Holly Hill, Daytona Beach, unincorporated Volusia CountyPopulation: Ormond Beach - 44,935Number of Runs/Calls for Service per Year (for fire, EMS and police only): 8,105

Local Approval Pre-Qualifications (Select the option that applies to your department/organization)

- ☒ As required by our community, this request has been presented and approved by our local government as part of our process when applying for external funding.
- ☐ Our jurisdiction requires approval from local officials once the award is granted.
- ☐ Our jurisdiction does not require pre-approval from local officials.

SAMPLE

APPLICATION REQUEST INFORMATION

Please select the type of grant you are requesting:

- ☒ **Equipment Donation/Prevention Education Items**
- ☐ **Scholarships/Continuing Education**
 - Please note, our Foundation only reviews scholarship/continuing education grants connected with accredited schools
 - For all-terrain wheelchair grant applications, email foundation@firehousesubs.com to request a paper all-terrain wheelchair grant application, and please title the email All-Terrain Wheelchair Grant Request

EQUIPMENT DONATION/PREVENTION EDUCATION ITEMS

The Foundation will determine the procurement method if your grant is approved. The equipment purchase will be implemented in one of two ways:

1) The Foundation Team will purchase the requested equipment on your behalf, and the vendor will ship it directly to your organization. Upon delivery, you must email a *signed & dated* copy of the packing slip to the Foundation.

OR

2) You will receive a Memo of Understanding from the Foundation. Once it is signed by both parties, you will receive a check to make your purchase according to the vendor quote. After you receive your equipment, you must email *signed and dated* copies of all invoices to the Foundation within one week of delivery.

What Equipment are you requesting? Please include the quantity of each item. One Wells Cargo enclosed 16' tandem axle trailer; six 6,000 PSI cascade cylinders with necessary valves and hardware; one 6,000 PSI pressure regulator; two fill stations complete with frag cylinders and necessary hookups; and, one workbench, wall cabinet, and storage unit installed in the trailer.

Vendor company name: SCBA Sales & Rentals LLC

Sales representative first and last name: Kim Holman

Sales representative email address: sales@scbarentalco.com

What is the TOTAL cost of the equipment?

Include sales tax and shipping, where applicable. Requests exceeding \$50,000 will not be accepted.
\$36,800.00

☒ I understand that in order to be considered for funding, the total dollar amount and equipment quantities listed on the submitted quote/bid must match the total above.

Has your department applied for this specific request in the past and been denied?

 Yes ☒ No

If yes, how many times, prior to this application, has this request been submitted?

Briefly explain how the equipment will benefit your community and your department. It would significantly enhance the safety/well-being of firefighters and citizens with advanced air supply systems, ensuring an extended and reliable source of clean air for firefighters operating in IDLH environments which is crucial in high-risk situations where firefighters may be exposed to hazardous substances enhancing their ability to carry out effective firefighting operations.

This would have a direct impact on more than children and senior citizens in our community. (For prevention education items.)

COMMUNITY IMPACT

Have you unsuccessfully reached out to the city for funds to purchase the equipment?

We had a recent budget setback regarding our structural and wildland PPE due to some unexpected garment failures that could not be repaired. That coupled with the replacement of our aging brush gear has left no additional room in the budget.

Was there a particular instance where a life would have been positively impacted if you would have had the equipment available?

On three separate extended structure fire calls in the last 4 months, we found our current SCBA bottle supply exhausted. Neighboring agencies with cascade capabilities were requested, but then that supply is quickly exhausted, as it is not designed to handle large scene operations such as these. In one instance, a truck was required to be released and return to their station to fill cylinders. This is obviously not ideal due to reducing manpower on scene. By having a mobile cascade unit, crews will be able to operate more safely with a greatly reduced chance of running out of clean breathing air.

What positive effects will the equipment specifically have? Please describe how the requested equipment or funding would benefit your local community. We ask that you do not cite national

statistics. We have recently begun enhancing our community outreach program. We are currently operating out of a 20+ year old trailer that is fraught with wood rot and rust and in desperate need of replacement. Unfortunately, with the aforementioned budget constraints, replacement in the next several years is unlikely as structural and wildland PPE is taking priority. Improving community awareness through fire extinguisher demos, safety talks, CPR instruction, smoke detector replacements, etc., all work to enhance the resilience of the community. In addition, the need of this equipment on the fireground is paramount to ensure clean air is available from the beginning of the emergency to the end of the overhaul phase. This dual-purpose trailer will effectively solve both needs.

SCHOLARSHIPS/CONTINUED EDUCATION REQUESTS

Please note:

Our Foundation only reviews scholarships/continuing education grants connected with accredited schools.

For all-terrain wheelchair grant applications, please email foundation@firehousesubs.com to request a paper All-Terrain Wheelchair Grant Request.

If you are requesting funds for scholarships or continued education:

How do you plan to use the funds requested? _____

What is the amount of funding you are requesting? _____

How many scholarships would the requested funding provide? _____

Please describe the selection and distribution process for the requested scholarship funding. _____

Has your department applied for this specific request in the past and been denied? Yes _____ No _____

If yes, how many times, prior to this application, has this request been submitted? _____

Please provide a detailed description of how the funding will assist your organization:

COMMUNITY IMPACT

What positive effects will the funds specifically have? Please describe how the requested funding would benefit your local community. We ask that you do not cite national statistics.

FIREHOUSE SUBS RELATIONSHIP

Address of Firehouse Subs location nearest you:

175 South Nova Road, #8, Ormond Beach, Florida (It is almost next door to our Fire Station #92.)

How far is this location from your department? 0 Miles

How did you hear about our organization? We have known about the Firehouse Subs Foundation for a
number of years and through our neighboring Firehouse Subs.

Has your department received funding from Firehouse Subs Public Safety Foundation in the past two years?
 This information will be verified, if submitted incorrectly it will result in an automatic denial. ☐ Yes ☒ No

It is strongly recommended and greatly appreciated that your organization acknowledges the donation by displaying our Foundation logo on donated items/equipment whenever possible. Please note that the artwork will need to be approved by our Foundation team before being displayed.

If approved for funding we may facilitate a media presentation/press event at a local Firehouse Subs restaurant to demonstrate the equipment and acknowledge the donation. It may take up to a year depending on location and donation delivery timeframe. In the meantime, we ask that any immediate media announcements regarding the grant award be approved by the Foundation.

By applying, you grant Firehouse Subs Public Safety Foundation (the "Foundation") permission to use your organization's name and identifying trademarks in connection with this application and in connection with the Foundation's solicitations for support.

Initial Acceptance

PIO (Public Information Officer) Name: Jenn Elston

(If you do not have a PIO, please list a contact for event planning and publicity. This individual will need to be readily available by email and phone.)

PIO e-mail: Jenn.Elston@ormondbeach.org PIO phone number: 386-676-3203

FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION
PRINT/VIDEO RELEASE

Applicant First and Last Name: Travis Taft

Applicant Organization: City of Ormond Beach

Date: April 4, 2024

The undersigned representing the organization listed above, and its members, hereby grants Firehouse Subs Public Safety Foundation, Inc., Firehouse Restaurant Group, Inc. (including its subsidiaries and affiliates) and its officers, directors, nominees, designees, successors, and assigns (hereinafter called "Producer"), permission to use, assign, convey, reproduce, copyright, and publish images or visual likenesses, names, and/or voices ("Personal Information") in any video, photograph, sound or other recording, and/or other media for commercial, informational, educational, advertising, or promotional purposes.

I hereby waive any right that I may have to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied.

I hereby release, discharge, and agree to hold harmless Producer from any liability of any nature or description by virtue of any use whatsoever of my Personal Information, whether intentional or otherwise, including but not limited to any change that may occur or be produced in the taking of said pictures or images or in the recording of any sound, or in any processing in connection with the completion of the finished product.



I Accept the Terms of the Agreement

APPLICATION CHECKLIST

Before submitting, please check that your application has been submitted completely by reviewing the checklist below. Your application will not be considered if any of information requested throughout the application is missing.

Applicant & Alternate Contact Information

- Main applicant contact information differs from alternate contact information
 - First and last name, email address and phone number must differ

Background/History Attachment

- Has the following documentation been submitted?
- Background/History- Brief history of your department or organization, and how this grant will benefit your community

Vendor Equipment Quote/Bid

- Does the submitted vendor equipment quote/bid include the following information?
 - Vendor sales representative first and last name
 - Vendor email address
 - The name & *physical* address of your organization
 - The first & last name of a contact person from your organization
 - Only one vendor quote has been submitted
 - The quote is dated within six months of the application deadline
 - The quote *only* includes item(s) pertaining to your grant request
 - The total dollar amount and equipment quantities in the vendor quote **MATCH** the total that your department is requesting
 - Sales tax and freight charges are included, if applicable

Please note: The cost of maintenance plans and extended warranties are not permissible and should not be included in submitted quotes.

Most Recent Financial Information

- Does the submitted financial information include the following information?
 - The organization, city or county name
 - Both revenue and expenses
 - One of the following:
 - A recent - within one month - Balance Sheet which consists of Assets and Liabilities
 - A recent - within one month - Profit & Loss Statement also called an Income Statement
 - A current year annual budget showing projected income and expenses
 - A previous year audit or 990

Equipment Inventory

- Does the submitted equipment inventory include the following information?
 - Organization name
 - A list of your organization's apparatus, vehicles and other specialized equipment

SCBA Sales & Rentals LLC

162S 1900W Suite #300
 Lindon, UT 84042
 +1 8777813029
 sales@scbasalesco.com
 www.scbasalesco.com



Quotation

ADDRESS

Travis Taft
 Ormond Beach Fire Dept.
 364 S. Atlantic Avenue
 Ormond Beach, FL 32176

SHIP TO

Travis Taft
 Ormond Beach Fire Dept.
 364 S. Atlantic Avenue
 Ormond Beach, FL 32176

QUOTATION # 8197**DATE 02/07/2024****SHIP DATE**

03/29/2024

SHIP VIA

Freight

DESCRIPTION OF PRODUCT	QTY	COST EA.	AMOUNT
Wells Cargo Enclosed 16' Trailer Tandem Axle - NEW	1	7,620.00	7,620.00
New 6,000 PSI Cascade Cylinders with New 347 CGA Valve Assembly	6	2,565.00	15,390.00
New 6,000 PSI Pressure Regulator	1	495.00	495.00
New 6,000 PSI hose harness for a 6 cylinder cascade system W/ 2 - Fill whips, 5 - 24" pigtails, 5 - T-Blocks, 6 - 347 CGA fittings, 1 - 90 Degree Elbow, 1 - 16' 6,000 PSI hose	1	2,395.00	2,395.00
New Frag-1 Fill Station - Floor Mounted Fragmentation Fill Station, 1 Cylinder	2	2,400.00	4,800.00
Trailer will include the following: 1- Work bench, 1 - Wall Cabinet and 1 - Storage Unit (as shown in pictures)			
Salesman - Kim Holman			

Thank you for the opportunity to provide this estimate.

SUBTOTAL

30,700.00

We will beat any competitors price by 5%. Should you have a lower estimate than ours please contact us for a revised estimate.

SHIPPING

6,100.00

TOTAL**USD 36,800.00**

We take great pride in offering the highest quality equipment at the lowest prices.

When shopping for SCBA and/or cylinders be aware of companies who claim to have "self taught SCBA technicians". A wise man once said "A self-taught man usually has a poor teacher and is a worse student."

Accepted By

Accepted Date

CITY FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2021-22	Estimate FY 2022-23	Budget FY 2023-24	Change FY 2022-23 to FY 2023-24	% Change FY 2022-23 to FY 2023-24
General Fund	6,955,864	6,731,586	7,363,742	632,156	9.39%
Total	6,955,864	6,731,586	7,363,742	632,156	9.39%

Expenditures:

	Actual FY 2021-22	Estimate FY 2022-23	Budget FY 2023-24	Change FY 2022-23 to FY 2023-24	% Change FY 2022-23 to FY 2023-24
Personnel Services	6,091,050	5,646,502	5,945,733	299,231	5.30%
Operating	864,814	1,085,084	1,418,009	332,925	30.68%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	6,955,864	6,731,586	7,363,742	632,156	9.39%

Staffing Summary:

	Actual FY 2021-22	Estimate FY 2022-23	Budget FY 2023-24	Change FY 2022-23 to FY 2023-24	% Change FY 2022-23 to FY 2023-24
Full-time Positions:					
Fire Battalion Commander	3.00	3.00	3.00	0.00	0.00%
Captain	12.00	12.00	12.00	0.00	0.00%
Driver Engineer	12.00	12.00	12.00	0.00	0.00%
Firefighters	18.00	18.00	18.00	0.00	0.00%
Fire Chief	1.00	1.00	1.00	0.00	0.00%
Deputy Fire Chief	1.00	1.00	1.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Fire Inspector	0.00	0.00	1.00	1.00	100.00%
Total	48.00	48.00	49.00	1.00	2.08%

ORMOND BEACH FIRE DEPARTMENT APPARATUS/EQUIPMENT INVENTORY

- Apparatus
 - o 2006 E-One 75' Typhoon Quint
 - o 2011 Pierce 75' Impel Quint
 - o 2015 Pierce Saber Engine
 - o 2018 Pierce Saber Engine
 - o 2000 Pierce/International Engine (reserve)
 - o 2000 Pierce/International Engine (reserve)
 - o 2018 Ford F-250 Command Vehicle
 - o 2011 Chevy Tahoe (utility vehicle)
 - o 1995 E-One/Freightliner FL60 Tender (tanker)
 - o 2002 Ford F-250 Brush Truck
 - o 1969 AM General 5-ton Brush Truck
 - o 1969 AM General 5-ton Brush Truck
 - o 1998 Avon RIB small boat

- Major/specialized equipment
 - o (28) 2015 MSA G1 Self-Contained Breathing Apparatus
 - o (45) sets structural firefighting "bunker gear" (helmet/coat/pants/hood/gloves) – varying age 1-10 years.
 - o (3) 2006 Holmatro hydraulic extrication sets (spreader/cutter/ram/power unit)
 - o (1) 2019 Holmatro battery extrication set
 - o (4) 2005 MSA Evolution Thermal imaging cameras
 - o (4) 2015 MSA Solaris 4-gas meters
 - o (2) 2018 Tempest VS-1 ventilation fans
 - o (4) Stihl 14" rotary saws (K-12 style)
 - o (6) Stihl 18" chainsaws
 - o (4) Echo Quick Vent Ventilation chainsaws



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-40
Strategic Goal:	Public Safety - Other		
Department:	Fire Department		
Subject:	Purchase of Quint Fire Apparatus		
Summary:	Request to purchase a Pierce Enforcer/Ascendant quint fire apparatus, under Florida Sheriffs Contract FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment, and associated necessary loose equipment from Ten-8 Fire Equipment, through a sole source procurement posted to Demandstar for 15 business days. The total price is \$1,642,125, with the unit being acquired through a 10-year lease-purchase. Vehicle 055, an E-One Typhoon quint apparatus, was purchased new in 2006, served as a frontline unit until September 2021, and was moved to reserve status. Lifetime maintenance/repair costs have exceeded over 56% of original purchase price, and does not meet current National Fire Protection Association (NFPA) standards. Additionally, OBFD's other frontline quint apparatus, a 2011 Piece Impel (Vehicle #053), has experienced several significant mechanical repairs in the past 5 years, resulting in extensive out of service periods. During its reserve status for the past 2 years, it was utilized 59% of the time, due to repairs and maintenance of Vehicle #053. Upon receipt of the new quint, to be housed at Fire Station 93, Vehicle #055 will be removed from service. Vehicle #053 will be re-assigned to Station 91, and will incur a lower call volume. In 2019, the City Commission approved a dedicated public safety millage to fund Police and Fire vehicles and large equipment purchases. In the first year of the program, the City acquired two pumper apparatus trucks through a lease-purchase arrangement. Approval of the quint fire apparatus continues this plan, ensuring the fleet remains safe, up-to-date, and maximizes trade-in value. This is especially important due to industry-wide lead times, currently estimated at 38 months, with estimated delivery of Summer 2027.		

The new quint apparatus would be a custom 2027 Pierce Ascendant Aerial apparatus, built on an Enforcer cab/chassis, with all of the safety features necessary for compliance with NFPA Standard 1901. Current production lead time is estimated at 38 months, with an anticipated delivery date in Summer 2027. Modifications to the current OBFD apparatus configuration will have numerous benefits to both firefighters and the community, including increased operational efficiency through reconfigured compartmentation and hose bed layouts; increased firefighter safety with sturdier chassis, improved crash safety features, better cab sound insulation, a reduced cancer risk to firefighters through a “cleaner cab” concept; and less environmental impact via an improved exhaust emissions system. The Fleet Division recommends the enforcer chassis, as it will result in greater apparatus dependability, durability, and residual value upon trade-in. It will also be outfitted with the necessary complement of tools and equipment, to be purchased at the same time as the apparatus, allowing the department to maintain an updated tool and equipment inventory.

As the sole authorized vendor for the fire apparatus manufacturer (Pierce), Ten-8 Fire Equipment will be responsible for mounting/installing all equipment on the new apparatus prior to final delivery to OBFD. Ten-8 is the current sole source vendor for several other items in the package. The requested item list/quote package was posted on DemandStar, with no other suppliers responding.

<u>Florida Sheriffs Contract:</u>	
Pierce Ascendant 107' HAL/Enforcer	\$1,313,126
Fire Department Options	\$329,388.30
6% FSA Discount	(\$19,763.30)
Subtotal	\$1,622,750
Discount pre-funding of contract (Performance bond will be provided to City)	(\$184,210)
Final Extended Price	\$1,438,540
<u>Sole Source:</u>	
Dealer Supplied Equipment (Loose Equipment and installation/Mounting)	\$203,585
Final Total Purchase Price	\$1,642,125

The purchase will be pre-funded upon execution of the contracts in exchange for a discount of \$184,210. Staff has analyzed funding the purchase closer to the start of manufacturing and forgoing the pre-funding discount and determined the pre-funding option is the best financial decision.

Financial Impact:	Included in the FY 2023-24 Capital Improvement budget, Fund 305 - Public Safety Vehicle Replacement Fund, \$1,500,000. Approval will require a budget amendment for the overage of \$142,125, due to production costs, regulations, and equipment cost increase projections. Purchase would be through a 10-year lease/purchase through Leasing 2, with a net amount \$1,642,125; annual payments of \$220,130.16 with a 5.72% interest rate (detailed in the companion agenda item and staff memorandum). The current budget includes \$150,000 from the Public Safety millage. Since the first payment will be made in next fiscal year, the current year allocation will be used to address the shortfall.
Citizen Impact:	Acquisition of this equipment will update the City's equipment to the latest technology and enhance the Fire Department's response to emergency incidents. The equipment will increase public and firefighter safety through more reliable and efficient capabilities to mitigate emergency incidents, and minimize apparatus out-of-service time.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the lease purchase of the 2027 Pierce Ascendant/Enforcer aerial fire apparatus, or "quint," through a sole source and the Florida Sheriffs Contract #FSA23-VVEF17.0 - Fire & Rescue Vehicles, outfitted with equipment, from Ten-8 Fire Equipment, in the net amount of \$1,642,125, under a ten year, tax exempt lease-purchase with Leasing 2, with annual payments of \$220,130.16 with a 5.72% interest rate, and approve of the disposition of the surplus unit.
Staff Contact:	Howard Bailey, Fire Chief, (386) 676-3333
Attachments:	1. 24-40 Purch Pierce fire truck (P23-0238G) 2. 1 Ormond Beach Enforcer 107 TCO Proposal 3. 2 Ormond Beach Enforcer 107 TCO FSA Options 4. 4 Ormond Beach Enforcer 107 TCO Specifications 5. 6 Certifications 6. 7 Turning Radius Report 7. 8 Amp Draw Report 8. 9 Dealer Supplied Equipment Q231017499 9. 10 Ormond Beach Leasing2 Quote 10. Sole Source Justification - Apparatus Equipment Package 091623 11. FSA23-VEF17-0 Fire & Rescue Vehicles, Boats, & Equipment 12. 055 Evaluation 12-23 13. Award Report _ VendorLink 14. FSA23-VEF17.0-Terms_and_Conditions_FINAL_
Approval:	Kelly McGuire, Finance Director 3/13/2024 Claire Whitley, Assistant City Manager 3/13/2024 Joyce Shanahan, City Manager 3/14/2024

RESOLUTION NO. 2024-40

A RESOLUTION AUTHORIZING THE APPROVAL OF THE PURCHASE OF ONE PIERCE ENFORCER/ASCENDANT QUINT FIRE APPARATUS AND RELATED EQUIPMENT FROM TEN-8 FIRE EQUIPMENT, INC. USING FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-VEF17.0 AND A SOLE SOURCE PROCUREMENT; DECLARING VEHICLE #055 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace a 2006 E-One Typhoon Quint apparatus (vehicle #055) which has been determined to have exceeded all criteria for replacement, and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids, and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one Pierce Enforcer/Ascendant quint fire apparatus from Ten-8 Fire Equipment, Inc. in the amount of \$1,438,540.00, under the Florida Sheriffs Association Bid FSA23-VEF17.0, and

WHEREAS, the City's staff recommends the purchase of various firefighting tools and equipment to be affixed to the new truck which are not offered through the Florida Sheriffs Association Bid from Ten-8 Fire Equipment, Inc. in the amount of \$203,585.00, and

WHEREAS, Ten-8 Fire Equipment, Inc. is the sole authorized vendor for parts that are compatible with Pierce vehicles, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g) of the *Code of Ordinances*, and

WHEREAS, it is recommended that city vehicle #055, a 2006 E-One Typhoon quint apparatus, be declared surplus property and disposed of in accordance with law, and

WHEREAS, the City Manager has certified that funds in the amount of \$1,642,125.00 (\$1,438,540.00 + \$203,585.00) for the total purchase thereof are in the Public Safety Vehicle Replacement Fund, which shall be paid on an installment basis through a lease-purchase financing arrangement, and that said funds have not been appropriated for any other purpose; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves the purchase of one Pierce Enforcer/Ascendant quint fire apparatus and related equipment from Ten-8 Fire Equipment, Inc. in the total amount of \$1,642,125.00 (a copy of the proposal being attached hereto and incorporated herein by reference), said purchase being contingent upon the approval and execution of a lease-purchase finance agreement between the City and Leasing 2, Inc. in accordance with Resolution 2024-41.

SECTION TWO. The City Commission hereby declares vehicle #055 to be surplus property, and the appropriate City staff members are hereby further authorized and directed to dispose of said vehicle through competitive sealed process or public auction to be held in accordance with applicable law.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 19th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Ormond Beach Fire Department

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By: _____



Title: **Authorized Sales Representative**

Print: **Robert S. Wallace**

Date: **1/29/2024**

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus or associated equipment.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: a) 12% of the Purchase Price after completion of approval drawings by Customer, and; (b) 22% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (b) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Venue. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



Option List

1/26/2024

Customer:	Ormond Beach Fire Department	Bid Number:	901
Representative	Wallace, Robbie	Job Number:	
Organization:	Ten-8 Fire & Safety, LLC	Number of Units:	1
Requirements Manager:		Bid Date:	09/01/2023
Description:	2024 Ormond Beach 107' Ascendant Aerial	Stock Number:	
Body:	Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body	Price Level:	47 (Current: 47)
Chassis:	Enforcer Chassis, Aerials, Single Axle, Ascendant PUC-NG	Lane:	Lane 1

Line	Option	Type	Option Description	Qty	Price
1	0766640		Boiler Plates, Aerial 107' ASL	1	0.00
			Fire Department/Customer - ORMOND BEACH FIRE RESCUE		
			Operating/In conjunction W-Service Center - Operating		
			Miles - 100 Miles		
			Number of Fire Dept/Municipalities - 5		
			Bidder/Sales Organization - TEN-8 FIRE EQUIPMENT, INC.		
			Delivery - Delivery representative		
			Dealership/Sales Organization, Service - TEN-8 FIRE EQUIPMENT, INC.		
2	0018180		Single Source Compliance, Aerials	1	0.00
3	0584456		Manufacture Location, Appleton, Wisconsin	1	0.00
4	0584452		RFP Location: Appleton, Wisconsin	1	0.00
5	0588609		Vehicle Destination, US	1	0.00
6	0764706	SP	BMP Truck- Pre-Approval at Bid - Approved Option will be Required at Booking	1	0.00
7	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1	0.00
8	0533351		Quint Fire Apparatus	1	0.00
9	0588612		Vehicle Certification, Aerial w/Pump	1	0.00
10	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1	0.00
11	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1	0.00
12	0536644		Customer Service Website	1	0.00
13	0766110		Consortium, Sourcewell	1	0.00
14	0537375		Unit of Measure, US Gallons	1	0.00
15	0030006		Bid Bond Not Requested	1	0.00
16	0816570		Performance Bond, 100% Req'd, PPI Terms	1	0.00
17	0000007		Approval Drawing	1	0.00
18	0002928		Electrical Diagrams	1	0.00
19	0889375		Enforcer Chassis, Aerials, Single Axle, Ascendant PUC-NG	1	0.00
20	0000110		Wheelbase	1	0.00
			Wheelbase - 236.5 inches		
21	0000070		GVW Rating	1	0.00
			GVW rating - 56,300 pounds		
22	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1	13,268.39
23	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1	-3,027.76
24	0629940		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer	1	-8,172.82
25	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1	24,553.78
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1	0.00
27	0000322		Oil Seals, Front Axle	1	0.00
28	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1	565.34
29	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1	3,105.08
30	0603826		Axle, Rear, Meritor RS30-185, 33,500 lb, Saber FR/Enforcer	1	0.00
31	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1	0.00
32	0122073		Suspen, Rear, Standens, Spring, 33,500 lb, Imp/Vel/Enf	1	0.00

Bid #:
901

33	0000485	Oil Seals, Rear Axle	1	0.00
34	0585004	Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1	0.00
35	0654750	Wheels, Rear, Alcoa-Accuride, 22.50" x 9.00", Aluminum-Steel, Hub Pilot, Single	1	1,302.58
36	0568081	Tire Balancing, Counteract Beads	1	0.00
37	0620570	Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1	0.00
		Qty, Tire Pressure Ind - 6		
38	0801909	Lug Nut, Covers, Chrome	1	0.00
39	0003245	Axle Hub Covers w/center hole, S/S, Front Axle	1	154.39
40	0003240	Axle Hub Covers, Rear, S/S Baby Moon (Pair)	1	173.37
41	0002045	Mud Flap, Front and Rear, Pierce Logo	1	0.00
42	0544802	Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	1	0.00
		Qty, Pair - 01		
43	0601009	Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, Aerials	1	0.00
		Qty, Pair - 01		
		Location, Wheel Chocks - Left Side Rear Tire, Forward		
44	0820509	ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900	1	3,152.08
45	0030185	Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1	0.00
46	0803729	Brakes, Meritor, Cam, Rear, 16.50 x 8.63" No Dust Shield	1	0.00
47	0735527	Air Compressor, Brake, Wabco 26.8 CI, Paccar	1	-893.21
48	0637584	Brake Reservoirs, 5,376 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1	0.00
		Paint Color, Air Tanks - Frame color		
49	0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	1	0.00
50	0000790	Brake Lines, Nylon	1	0.00
51	0000854	Air Inlet, w/Disconnect Coupling	1	0.00
		Location, Air Coupling(s) - a) DS Step Well, Forward		
		Qty, Air Coupling (s) - 1		
52	0070810	All Wheel Lockup (Aerial/Tanker Chassis)	1	0.00
53	0615609	Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1	2,325.60
54	0808515	Engine, Paccar MX, 510HP, 1850 lb-ftW/OBD, EPA 2027, Saber FR/Enforcer	1	68,046.63
55	0811409	Not Required, Engine Contingency Adjustment	1	-187.43
56	0001244	High Idle w/Electronic Engine, Custom	1	0.00
57	0735687	Engine Brake, Fully Integrated, Paccar MX13 Engine	1	6,247.09
		Switch, Engine Brake - MX13		
58	0644227	Clutch, Fan, Air Actuated, Saber FR/Enforcer	1	0.00
59	0640477	Air Intake, Metal Screen, Saber FR/Enforcer	1	0.00
60	0814375	Exhaust System, Horizontal, Right Side	1	0.00
		Exhaust, Diffuser - Aluminized Steel (Standard)		
		Exhaust, Material/Finish - Aluminized Steel (Standard)		
		Location, Diffuser Termination - Flush With Rub Rail		
		Tip, Exhaust - Straight Tip (Standard)		
61	0788765	Radiator, Saber FR/Enforcer	1	0.00
62	0001090	Cooling Hoses, Rubber	1	-109.73
63	0001125	Fuel Tank, 65 Gallon, Left Side Fill	1	0.00
64	0001129	Lines, Fuel	1	0.00
65	0889521	DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Lift Up Fill Dr, Spring, ENF	1	0.00
		Door, Material & Finish, DEF Tank - Brushed Stainless		
66	0552793	Not Required, Fuel Priming Pump	1	0.00
67	0552712	Not Required, Shutoff Valve, Fuel Line	1	0.00
68	0699437	Cooler, Chassis Fuel, Not Req'd.	1	0.00
69	0690880	No Selection Required From This Category	1	0.00
70	0887546	Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1	13,532.56
71	0625331	Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1	0.00
72	0517604	Transmission Programming, Park to Neutral, PUC	1	0.00
73	0684459	Transmission Oil Cooler, Modine, External	1	0.00

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74	0804209	Engraving, Transmission Dipstick Cap, "Synthetic Trans Fluid Only" TES-668	1	131.83
75	0801876	Fluid, 4000 Series Trans, Allison Approved TES-668 Synthetic, IPOS, Custom	1	676.23
76	0001375	Driveline, Spicer 1810	1	0.00
77	0734211	Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1	-1,265.17
78	0802950	Steering Wheel, 4 Spoke w/Wiper Control, Saber FR/Enforcer	1	3,638.23
79	0690274	Logo/Emblem, on Dash	1	0.00
		Text, Row (1) One - ORMOND		
		Text, Row (2) Two - BEACH		
		Text, Row (3) Three - FIRE DEPARTMENT		
80	0665981	Bumper, 26" Extended, Under Slung, Recessed Xlays/Trays, Saber FR/Enf	1	515.62
81	0614646	No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1	0.00
82	0002270	Tow Hooks, Chrome	1	0.00
83	0751071	Tray, 3/4 Width, 26" Bumper, Under Slung Design, 10" H Bumper, AXT/DCF/SFR/Enf	1	892.01
		Capacity, Hose Tray - 100' of 1.75" DJ hose and extrication tools		
		Grating, Bumper extension - Grating, Rubber		
84	0770773	SP Cover, 6.0" Raised Alum Treadplate, 3/4 Width Cover, Butterfly Latch, Q2B Clearance	1	1,768.57
85	0566676	Notch, Bumper Tray Cover, Each	1	106.67
		Fill in Blank - on the left side of the bumper		
		Qty, Hose Tray Covers - 1		
86	0516238	Partition, Adjustable, Aluminum in Hose Tray, Qty, Location	1	310.76
		Location - transverse across the width of the tray		
		Qty, - 01		
87	0698960	Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1	615.24
88	0617590	Cab, Enforcer, 7000, PUC	1	0.00
89	0747442	Engine Tunnel, X12, MX13, Enforcer	1	0.00
90	0887601	Cab Insulation, Enforcer/Saber FR	1	0.00
91	0610508	Rear Wall, Interior, Adjustable Seating, Not Available	1	0.00
92	0632103	Rear Wall, Exterior, Cab, Saber FR/Enforcer	1	327.64
		Material, Exterior Rear Wall - Aluminum Treadplate		
93	0644201	Cab Lift, Elec/Hyd, Saber FR/Enforcer	1	0.00
94	0695930	Grille, Bright Finished, Front of Cab, Enforcer	1	0.00
95	0647932	Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1	0.00
96	0015440	No Chrome Molding, On side of cab	1	0.00
97	0521669	Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1	0.00
98	0648171	Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Level Roof	1	0.00
		Key Model, Cab Doors - 751		
		Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black		
99	0655543	Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1	0.00
100	0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1	2,355.73
101	0528247	Electric Door Locks, Cab Doors, 2 Fob's QXS, AXT, Sab, Enf, Dash CF	1	1,845.79
102	0638310	Steps, 4-Door Cab, Saber FR/Enforcer	1	0.00
		Step Well Material - Aluminum Treadplate		
103	0770194	Handrail, Exterior, Knurled, Alum, 4-Door Cab	1	0.00
104	0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1	0.00
		Color, Trim - Chrome Housing		
105	0002141	Fenders, s/s on cab - Saber/Enforcer	1	0.00
106	0042105	No Windows, Side of Crew Cab	1	-328.34
107	0553057	Holder, Cup, Cab/Crewcab, Each	4	243.42
		Qty, - 04		
108	0722796	Dash, Poly, Saber FR/Enforcer	1	0.00
109	0634206	Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1	699.15
		Mounting Provision Spacing - .75"		
		Material Finish, Cab Interior - Painted		
110	0664465	Bracket, Air Bottle, Hands-Free II	1	1,045.16

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	Location - on the rear crew cab wall, driver's side		
	Qty, - 01		
111 0750824	Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1	0.00
	Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray		
	Engine Tunnel Cover - Painted		
	Cab Interior Rear Wall Material - Painted Aluminum		
112 0753903	Cab Interior, Paint Color, Saber FR/Enforcer	1	0.00
	Color, Cab Interior Paint - i) fire smoke gray		
113 0888673	Floor, Rubber Padded, Cab & Crew Cab, Blister, UL-LX, Enforcer PUC-NG	1	0.00
114 0722696	HVAC, Standard-Duty, Enforcer, CARE	1	0.00
	HVAC System, Filter Access - Removable Panel		
	Auxiliary Cab Heater - Both		
	HVAC System, Control Loc. - Panel Position #12		
	Plenum Cover Material - Formed Plastic		
115 0639675	Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1	0.00
	Sun Visor Retention - No Retention		
116 0634328	Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1	0.00
117 0583938	Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	2	498.09
	Qty, - 02		
118 0631830	Fluid Check Access, Saber FR/Enforcer, Arrow XT	1	16.52
	Latch, Door, Storage - Southco C2 Black Flush		
119 0583040	Frontal Impact Protection	1	3,643.48
120 0622617	Seating Capacity, 6 Seats	1	0.00
121 0636956	Seat, Driver, Pierce PSV, Air Ride, High Back, Frontal Impact, PRIMARY, SFR/Enf	1	1,914.93
122 0632927	Seat, Officer, Pierce PSV, Air Ride, SCBA, Frontal Impact, PRIMARY, SFR/Enf	1	1,883.41
123 0002517	Not Required, Radio Compartment	1	0.00
124 0754654	Cabinet, Rear Facing, LS, 23 W x 34 H x 26.75 D, Roll, Ext Acc, SFR/Enf	1	2,892.12
	Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Interior, Right Side		
	Scuffplate, Material/Finish - S/S, Brushed		
	Material Finish, Shelf - Painted - Cab Interior		
	Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip		
	Door, Cab Exterior Cabinet - Double Pan, Locking #751		
	Door, Exterior Stop - Stay Arm		
	Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Locking #751		
	Louvers, Cabinet - 0-No Louvers		
125 0102783	Not Required, Seat, Rr Facing C/C, Center	1	0.00
126 0767417	Cabinet, Rear Facing, RS, 22 W x 34 H x 26.75 D, Roll, Ext Acc, SFR/Enf	1	2,922.83
	Light, Short Cabinet - Pierce, Exterior, Right Side and Pierce, Interior, Left Side		
	Scuffplate, Material/Finish - S/S, Brushed		
	Material Finish, Shelf - Painted - Cab Interior		
	Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip		
	Door, Cab Exterior Cabinet - Double Pan, Locking #751		
	Door, Exterior Stop - Stay Arm		
	Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Locking #751		
	Louvers, Cabinet - 0-No Louvers		
127 0741111	Seat, Fwd Fcng C/C, LS Otbrd, Pierce PSV, SCBA, Foldup, 17"	1	2,352.59
128 0632661	Seat, Fwd Fcng C/C, Ctr, (2) Pierce PSV, Hi-Back, SECONDARY, SFR/Enf	1	1,307.18
129 0741106	Seat, Fwd Fcng C/C, RS Otbrd, Pierce PSV, SCBA, Foldup, 17"	1	2,352.59
130 0566653	Upholstery, Seats In Cab, Turnout Tuff	1	0.00
	Color, Cab Interior Vinyl/Fabric - m) Gray		
131 0543991	Bracket, Air Bottle, Hands-Free II, Cab Seats	3	3,250.94
	Qty, - 03		
132 0603866	Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1	0.00
	Seat Belt Color - Red		

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133 0817557	Helmet Storage, Provided by Fire Department, NFPA 2024	1	0.00
134 0647647	Lights, Dome, FRP Dual LED 4 Lts	1	0.00
	Color, Dome Lt - Red & White		
	Color, Dome Lt Bzl - Black		
	Control, Dome Lt White - Door Switches and Lens Switch		
	Control, Dome Lt Color - Lens Switch		
135 0896451	Enhanced Software for Cab and Crew Cab Dome Lts	1	0.00
136 0649587	Light, Map, Federal Littlite, LED, Gooseneck	1	398.42
	Location - in front of the officer's position		
	Qty, - 01		
	12vdc power from - Battery switched		
	Length, Gooseneck - 18"		
	Control, Map Light - On/Off		
	Gooseneck Exit, Map Light - Top		
	Wire Exit, Map Light - Bottom		
137 0816997	Portable Hand Light, Provided by Fire Dept, NFPA 2024	1	0.00
138 0622803	Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1	0.00
	Emergency Switching - Individual Switches		
139 0509511	Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1	0.00
140 0683556	Light, Do Not Move Apparatus, WIn M2R Red LED	1	268.82
	Alarm, Do Not Move Truck - Steady Alarm		
141 0509042	Messages, Open Dr/DNMT, Color Dsply,	1	0.00
142 0611683	Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	1	171.69
143 0802946	Wiper Control, 2-Speed w/Intermittent, Steering Wheel, Left Pod, SFR/Enf	1	663.94
144 0731813	Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	1	0.00
145 0002615	Switch, Aerial 12V Master	1	0.00
146 0002617	PTO switch, w/light - aerial	1	0.00
147 0820904	Wiring, Spare, 15 A 12V DC 1st NFPA1900	1	203.32
	Qty, - 01		
	12vdc power from - Ignition power		
	Wire termination - 15 amp power point plug		
	Location, Spare Wiring - Officer Dash		
148 0820899	Wiring, Spare, 15 A 12V DC, Batt Dir, 4th NFPA1900	1	318.17
	Location, Wiring - Officer Dash		
	12vdc power from - Isolated battery		
	Wire termination - Stud		
149 0820898	Wiring, Spare, 15 A 12V DC, Batt Dir, 3rd NFPA1900	1	223.97
	Location, Wiring - EMS Cpmartment		
	12vdc power from - Battery direct		
	Wire termination - 10-Place Bus Bar w/Cover		
150 0820897	Wiring, Spare, 15 A 12V DC, Batt Dir, 2nd NFPA1900	1	300.71
	Location, Wiring - Behind Officer Seat		
	12vdc power from - Isolated battery		
	Wire termination - Butt Splice		
151 0820894	Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900	1	172.45
	Location, Wiring - Behind Officer Seat		
	12vdc power from - Battery direct		
	Wire termination - 10-Place Bus Bar w/Cover		
152 0821470	Wiring, Spare, 4.8 A 12V DC, USB Termination 1st NFPA1900	3	1,027.54
	Qty, - 03		
	12vdc power from - Battery switched		
	Location - officer's side dash and rear of the engine tunnel each side		
153 0819994	Radio, Jensen, AM/FM/WB, Bluetooth	1	1,810.59
	Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew		

	Antenna, AM/FM Radio - c) Roof-mounted rubber antenna		
	Location, AM/FM Radio - b) within reach of the officer		
154 0814201	Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	1	3,119.05
	System Of Measurement - US Customary		
155 0816633	Collision Mitigation, HAAS Alert (R2V), HA7	1	0.00
	Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription		
156 0606249	Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1	0.00
157 0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1	191.44
	Qty, - 01		
	Location, Antenna Mount - Right Side		
158 0808066	Camera, Pierce, 7" HD, RS, LS, R, Cameras, AHD	1	1,950.78
	Color - 1) black		
	Location, Camera Monitor - Driver Side Dash		
159 0814831	Not Required, Camera Switcher	1	0.00
160 0890416	Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT	1	5,436.93
	Color, Antenna - Black Antenna		
	Module Housings - Black Housing with Power and Status Ind		
161 0896456	Prognostics, Electrical System	1	0.00
162 0624253	Electrical System, Enforcer MUX	1	0.00
163 0079205	Batteries, (5) Stryten/Exide Grp 31, 950 CCA each, (1) Iso Bat, Threaded Stud	1	999.09
164 0008621	Battery System, Single Start, All Custom Chassis	1	0.00
165 0002698	Battery Compartment, Saber/Enforcer	1	0.00
166 0813848	Charger, Sngl Sys, IOTA, DLS-75, 75 amp, IQ4 Controller	1	1,320.40
167 0814869	Location, Cab, Charger, Behind Driver Seat	1	0.00
168 0813791	Panel, Charger Display, Kussmaul, 091-94-12, Batt Dir	1	436.07
169 0814939	Location, Cab, Ind/Remote, Driver's Seat Riser	1	0.00
170 0016857	Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1	761.09
	Qty, - 01		
	Color, Kussmaul Cover - b) red		
	Shoreline Connection - Battery Charger		
171 0026800	Shoreline Location	1	128.01
	Location, Shoreline(s) - DS Extd Bumper		
172 0647728	Alternator, 430 amp, Delco Remy 55SI	1	1,306.15
173 0092582	Load Manager/Sequencer, MUX	1	-263.69
	Enable/Disable Hi-Idle - e)High Idle enable		
174 0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1	1,098.85
	Color, Headlight Bez - Chrome Bezel		
175 0804681	Light, Directional, WIn 604T* Common Bzl, Above Headlts,Sab/Enf	1	865.24
	Color, Lens, LED's - Clear		
	Flash Pattern, Directional Lts - Steady On (Arrow)		
176 0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1	0.00
177 0647802	Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1	0.00
178 0647899	Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1	0.00
179 0511569	Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts	1	0.00
	Light Guard - Without Guard		
180 0602938	Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	1	334.28
	Qty, Lights, Pair - 1		
181 0804514	Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1	604.10
	Color, Lens, LED's - Clear		
	Flash Pattern, Directional Lts - Steady On (Arrow)		
182 0806466	Lights, Backup, WIn M62BU, LED, For Tail Lt Housing	1	584.92
183 0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	1	0.00
	Color, Trim - Chrome Housing		
184 0556842	Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1	797.70

185 0589905	Alarm, Back-up Warning, PRECO 1040	1	0.00
186 0687604	Lights, Perimeter Cab, Truck-Lite 6060C LED 4Dr, Grommet Mt	1	0.00
187 0617866	Lights, Perimeter Pump House, Truck-Lite 6060C LED 2lts	1	172.36
188 0615866	Lights, Perimeter Body, Truck-Lite 6060C LED 1lt, Turntable Access Control, Perimeter Lts - Parking Brake Applied	1	-133.44
189 0896454	Enhanced Software for Perimeter Lts	1	0.00
190 0783158	Light, Visor, HiViz, FT-B-72-*-* , Cnt Feature Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - Job Color Scene Light Optics - Flood/Spot	1	4,161.98
191 0736731	Lights, HiViz FT-GESM LED 1st Location - upper rear corner of the crew cab, driver's side Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - Blk Opt Hold, Blk Bez, Blk Fix	1	1,718.84
192 0736729	Lights, HiViz FT-GESM LED 2nd Location - upper rear corner of the crew cab, passenger's side Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - Blk Opt Hold, Blk Bez, Blk Fix	1	1,718.83
193 0773358	Lights, HiViz FT-B-46-*-* LED, 2nd Location - on the upper apparatus body, passenger's side Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - Black	1	3,283.12
194 0766291	Cover/Step, Over Light, Horizontal Mt Location - over the body scene lights Qty, - 02	2	1,338.45
195 0773362	Lights, HiViz FT-B-46-*-* LED, 1st Location - on the upper apparatus body, driver's side Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Color, Lt Housing HiViz - Black	1	3,283.12
196 0721287	Lights, Hose Bed, Sides, Dual Strips, 40", 45 Ends Control, Hose Bed Lts - Parking Brake	1	-103.51
197 0709438	Lights, Walk Surf, FRP Flood, LED	1	-1,367.82
198 0612611	Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body	1	6,302.83
199 0554271	Body Skirt Height, 20"	1	0.00
200 0552511	Tank, Water, 500 Gallon, Poly, Ascendant Single Axle, PAL, PUC	1	0.00
201 0003405	Overflow, 4.00" Water Tank, Poly	1	0.00
202 0028104	Foam Cell Required	1	0.00
203 0553729	Not Required, Restraint, Water Tank, Heavy Duty	1	0.00
204 0003429	Not Required, Direct Tank Fill	1	0.00
205 0611045	Hose Bed, Alum, RS TCO, LS Trough Style, Ascendant Single Axle	1	0.00
206 0723546	DA Finished Hose Bed/Cargo Area	1	0.00
207 0709452	Hose Bed Capacity 1000' of 5.00", 600' of 3.00", Ascendant Single Axle	1	0.00
208 0604069	Hose Restraint, Two (2) Hose Beds, Aerial, Front Strap, 1" Heavy Nylon Web Rear	1	0.00
209 0532261	Running Boards, PUC, Aerials	1	1,125.38
210 0735738	Turntable Steps, Swing-Down, LS Only, TCO, Ascendant Single Axle Step, Flip - No Flip Step Body Handrail Finish - knurled aluminum Step Retention - black rubber plungers Step Surface, Turntable - Punched Grip Latch, Step Well - Southco C2 Chrome Raised	1	-361.08

211 0889980	Lights, Step (3), P25 LED, One Side	1	0.00
	Control, Scene Lts - Park Brake		
212 0690023	Wall, Rear, Smooth Aluminum	1	0.00
213 0074515	Tow Eyes (2), Painted Lower Job Color, 100AAT, Ascendant Single Axle, 75' HAL	1	0.00
214 0624701	Construction, Compt, Alum, 3rd Gen, Ascendant Single Axle	1	0.00
215 0610564	Compt, LS F/H, Roll Drs, TCO, Ascendant Single Axle	1	0.00
216 0610563	Compt, LS Turntable, F/H, Roll Dr, TCO, Ascendant Single Axle	1	0.00
217 0023672	Compt, IPO Stairs, Not Required, LS	1	0.00
218 0611044	Compt, RS, Roll Drs, TCO, Ascendant Single Axle	1	0.00
219 0611043	Compt, RS Turntable, Roll Dr, TCO, Ascendant Single Axle	1	0.00
220 0023673	Compt, IPO Stairs, Not Required, RS	1	0.00
221 0615264	Compt, Rear, Gortite Rollup Door, Ascendant Single Axle	1	0.00
222 0693025	Doors, Gortite, RollUp, Side Compartments	7	1,146.23
	Qty, Door Accessory - 07		
	Color, Roll-up Door, Gortite - Painted to Match Lower Body		
	Latch, Roll-up Door, Gortite - Non-Locking Liftbar		
223 0624690	Bumper, Rear, Aluminum Rub Rail, Ascendant Single Axle	1	0.00
224 0603086	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Ascendant SA	7	0.00
	Qty, - 07		
	Location, Compartment Lights - All Body Compts		
225 0687145	Shelf Tracks, Recessed, PUC/3rd Generation	1	0.00
226 0600289	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	6	-157.82
	Qty, Shelf - 06		
	Material Finish, Shelf - Painted - Spatter Gray		
	Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-Transition Point,		
227 0603179	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G, Ascendant Single Axle	4	5,386.75
	Qty, - 04		
	Location, Tray Slide-Out, Floor Mounted - RS1, RS3, LS1 and LS3		
	Material Finish, Tray - Painted - Spatter Gray		
228 0544614	Toolboard, Swing-out, Alum, .188", Peg Board, 3G	1	1,552.51
	Qty - 1		
	Location, Pivot - Front		
	Mounting, Toolboard - Adjustable Frt-back		
	Hole Diameter, Pegboard/Toolboard - .281" diameter		
	Finish, Pegboard/Toolboard - Painted - Spatter Gray		
	Location, Toolboard - LS2 - Full Height/Width		
229 0061917	Rub Rail, Aluminum Extruded, 3.12", Side of Body	1	0.00
230 0565606	Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3G	1	0.00
231 0519849	Not Required, Hose, Hard Suction	1	0.00
232 0527021	Handrails Located @ Front Body	1	0.00
233 0074030	Compt, Air Bottle, Double, Fender Panel, Bolt-In, 3rd Gen	2	-1,304.58
	Qty, Air Bottle Comp - 2		
	Location, Air Bottle - (1) LS Ahead Rr Wheel and (1) LS Behind Rr Wheel		
	Door Finish, Fender Compt - Brushed		
	Latch, Air Bottle Compt - Flush Lift & Turn		
	Insert, Air Bottle Compt - Rubber Matting		
234 0796109	Compt, Extinguisher Fender Panel, 8.50" Square, Ascendant Single Axle	1	942.66
	Qty, - 01		
	Door Finish, Fender Compt - Brushed		
	Location, Fender Compt - Single - RS Rear		
	Latch, Air Bottle Compt - Flush Lift & Turn		
	Insert, Air Bottle Compt - Rubber Matting		
235 0521500	Strap, Air Bottle Compartment, Each	3	279.16
	Location, Bracket/comp. - all air bottle compartments		

		Qty, - 03		
236 0897309	SP	Hopper,Oil Dry Absorbent,Frt Fndr Panel,Slide-Out Compt,Pumper Design,Aerial 3G	1	3,180.73
		Qty, - 01		
		Latch, Door, Storage - Lift and Turn Latch, Flush		
		Location - passenger's side forward of the rear wheel		
		Door Finish, Fender Compt - Brushed		
237 0004220		Ladder, 35' Duo-Safety 1225-A 3-Sect	1	0.00
238 0600821		Ladder, 24' Duo-Safety 900A 2-Section, Ascendant Single Axle, 75' HAL	1	0.00
		Qty, - 01		
		Location, Extension Ladder - ladder storage		
239 0004232		Ladder, (2) 16' Duo-Safety 875A Roof	1	0.00
240 0056478		Ladder, 14' Duo-Safety 775A Roof	1	670.87
		Qty, - 1		
241 0024233		Not Required, Attic Extension Ladder	1	0.00
242 0600819		Ladder, 10' Duo-Safety Folding, 585A, Ascendant Single Axle, 75' HAL	1	0.00
		Qty, - 01		
		Location, Folding Ladder Aerial - ladder storage		
243 0607898		Ladders Stored at Rear, Ascendant SA, TCO, w/Three Air Bottles, Smooth Alum Drs	1	0.00
244 0709970		Lights, Ladder Storage, Truck-Lt 44042C, LED Round, Ascendant Single, 75' HAL	1	440.77
245 0725371		Compt w/Door, Backboard, Over Pump	1	2,248.34
		Door, Material & Finish, Storage - Aluminum Treadplate		
		Latch, Door, Storage - Lift and Turn Latch, Flush, Pair		
		Qty, Backboard Troughs - 2		
		Hinge Location - Forward		
		Location, BB/Stokes/Long Tool Storage Over Pump - Forward, Cargo Area		
		Access, Backboard/Stokes/Long Tool Compt - Both		
		Size, Backboard, Predefined - 72"L x 18"W x 2"H		
246 0008911		Pike Pole, 12' Fire Hooks Unlimited, Fiberglass, APH-12, Gas Shut Off	2	758.74
		Qty, - 02		
		Location - in the ladder storage area		
247 0009048		Pike Pole, 8' Fire Hooks Unlimited, Fiberglass, APH-8', Gas Shut Off	2	525.28
		Qty, - 02		
248 0634020		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Gas Shut Off,RH-6	2	519.50
		Qty, - 02		
249 0621026		Pike Pole, 40" Fire Hooks Unlimited, NHFG-40" w/ D Handle	2	381.54
		Qty, - 02		
250 0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6	0.00
		Qty, - 06		
251 0004361		Tubes, Alum, Pike Pole Storage	6	1,451.78
		Qty, Pike Pole Tubes - 06		
		Location, Pike Pole Tube - Ladder Storage		
252 0593084		Step, Folding, Front Bulkhead (Aerial), Right Side Only, w/LED, Trident	1	262.78
		Coating, Step - black		
253 0586899		Step, Cargo Area, Ea.	1	275.19
		Qty, - 01		
		Fill in Blank - in cargo area		
254 0553873		Pump Operators Panel & Module, Aluminum, Control Zone, Ascendant/PAL/PAP PUC	1	3,698.50
255 0520016		Not Required, Pumphouse Structure, PUC	1	0.00
256 0889385		Pump, Pierce, 1500 GPM, Single Stage, PUC-NG	1	-12,212.53
257 0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1	1,239.20
258 0889382		Gear Case, Integrated Pump Transmission, PUC-NG, Paccar	1	17,123.86
259 0721196		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1	0.00
260 0515829		Pump Shift, Sure-Shift	1	-553.50
261 0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1	0.00

262 0515835	Auxiliary Cooling System, PUC	1	0.00
263 0014486	Not Required, Transfer Valve, Single Stage Pump	1	0.00
264 0777650	Valve, Relief Intake, Akron	1	0.00
	Pressure Setting - 125 psig		
	Intake Relief Valve Control - Behind Right Side Pump Panel		
265 0724463	Controller, Pressure, Pierce LCD, PUC	1	448.16
	Pressure Governor Throttle Control - Clockwise		
	Pressure Governor Default Mode - No Mode/Default Press Setting		
266 0072153	Primer, Trident, Air Prime, Air Operated	1	0.00
267 0780359	Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1	0.00
268 0602496	Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1	1,717.29
269 0795135	Plumbing, Stainless Steel, w/Foam System	1	0.00
270 0517852	Inlets, 6.00" - 1250-2000 GPM, Pierce PUC Pump	1	0.00
271 0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH	1	0.00
272 0084610	Valves, Akron 8000 series- All	1	0.00
273 0520002	Valve, Inlet(s) Recessed, Side Cntrl, PUC	1	670.55
	Qty, Inlets - 1		
274 0004700	Control, Inlet, at Valve	1	0.00
275 0004660	Inlet (1), Left Side, 2.50"	1	0.00
276 0004680	Inlet, Right Side, 2.50"	1	1,770.24
277 0521137	Anode, Zinc, Pair, Pump Inlets, PUC	1	0.00
278 0092569	No Rear Inlet (Large Dia) Requested	1	0.00
279 0064116	No Rear Inlet Actuation Required	1	0.00
280 0092696	Not Required, Cap, Rear Inlet	1	0.00
281 0009648	No Rear Intake Relief Valve Required on Rear Inlet	1	0.00
282 0092568	No Rear Auxiliary Inlet Requested	1	0.00
283 0723049	Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1	0.00
284 0520277	Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1	0.00
285 0595508	Outlet, Tank Fill, 1.50", PUC	1	535.86
286 0766941	Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1	0.00
287 0516755	Outlet, Left Side, 2.50" (2), PUC	1	0.00
288 0528718	Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH, PUC	1	0.00
289 0092570	Not Required, Outlets, Left Side Additional	1	0.00
290 0035094	Not Required, Elbow, Left Side Outlets, Additional	1	0.00
291 0766761	Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1	1,065.37
	Qty, Discharges - 01		
292 0528719	Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH, PUC	1	0.00
293 0092571	Not Required, Outlets, Right Side Additional	1	0.00
294 0089584	Not Required, Elbow, Right Side Outlets, Additional	1	0.00
295 0818640	Outlet, Large Diameter, Right Side, Akron Valve, PUC	1	7,636.99
	Outlet, Large Diameter, Plumbing - 4.00"		
	Outlet, Large Diameter, NST Adapter - 4.00" MNST		
	Outlet, Large Diameter, Valve Actuation - PUC Akron 9335 w/PSI		
296 0005097	Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1	700.86
	Qty, - 01		
297 0607659	Outlet, Front, 1.50" w/2" Plumbing, Special Under Slung Bumper	1	3,407.90
	Fitting, Outlet - 1.50" NST with 90 degree swivel		
	Drain, Front Outlet - Automatic		
	Location, Front, Single - in left bumper tray		
298 0624067	Cover, Not Required, Front Bumper Crosslays, Selected in Other Category	1	0.00
299 0092575	Not Required, Outlet, Rear	1	0.00
300 0045099	Not Required, Elbow, Rear Outlets	1	0.00
301 0092574	Not Required, Outlet, Rear, Additional	1	0.00
302 0085695	Not Required, Elbow, Rear Outlets, Large, Additional	1	0.00

303 0092573	Not Required, Outlet, Hose Bed/Running Board Tray	1	0.00
304 0752097	Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1	0.00
305 0723042	Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1	0.00
306 0029106	Not Required, Deluge Outlet	1	0.00
307 0029302	No Monitor Requested	1	0.00
308 0029304	No Nozzle Req'd	1	0.00
309 0029107	No Deluge Mount	1	0.00
310 0527482	Waterway Outlet & Control, PUC	1	-981.29
311 0739951	Crosslay Module, Std Width, Aerial, PUC	1	0.00
312 0749369	Hose Restraint, Crosslay, 1" Nylon Web, Bar and Hook, PUC	1	77.88
	Fastener, Hose Restraint - 1.00" Hook and Loop - Paired with Bar and Hook Qty, Bar - One Bar		
313 0750916	Crosslays, (2) 1.50", W/Poly Trays, PUC	1	1,173.00
	Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose		
314 0750900	Crosslay, (1) 2.50", W/Poly Trays, PUC	1	5,795.67
	Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose		
315 0676021	Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature	1	10,568.42
	Discharge, Foam Locations - Crosslay Lower Rear and Crosslay Lower Front		
316 0012126	Not Required, CAF Compressor	1	0.00
317 0592527	Refill, Foam Tank, Integral, Husky 3	1	0.00
318 0031896	Demonstration, Foam System, Dealer Provided	1	0.00
319 0535798	Foam Cell, 20 Gallon, Reduce Water, PUC	1	2,203.61
	Type of Foam - Class "A"		
320 0697589	Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1	0.00
321 0091079	Not Required, Foam Tank #2	1	0.00
322 0091112	Not Required, Foam Tank #2 Drain	1	0.00
323 0738072	Approval Dwg, Pump Panel(s), Not Required	1	0.00
324 0032479	Pump Panel Configuration, Control Zone	1	0.00
325 0579545	Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial PUC	1	0.00
326 0667186	Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1	0.00
327 0516975	Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1	0.00
328 0516978	Pump and Plumbing Access, Simple Tilt Service, PUC	1	0.00
329 0618458	Light, Pump Compt, WIn 3SC0CDCR LED White, PUC	1	228.89
	Qty, - 01		
330 0516983	Gauges, Engine, Included With Pierce Pressure Controller, PUC	1	-441.72
331 0005601	Throttle, Engine, Incl'd w/Press Controller	1	0.00
332 0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1	0.00
333 0549333	Indicators, Engine, Included with Pressure Controller	1	0.00
334 0069390	Control, Air Horn At Pmp Pnl, Red Button	1	259.54
335 0511078	Gauges, 4.00" Master, Class 1, 30"-0-600psi	1	0.00
336 0511100	Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1	0.00
337 0750526	Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	1	-238.61
338 0604028	Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable Remote Display	2	2,118.84
	Location - one each side of the crew cab, up high		
	Qty, - 02		
	Activation, Water Level G - pb) parking brake is applied		
339 0062992	Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1	841.12
340 0653081	Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1	-275.84
341 0766198	Air Horns, (2) Hadley, Rectangular Bell, Below Bumper	1	0.00
342 0606834	Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1	0.00
343 0757092	Control, Air Horn, Multi Select	1	0.00
344 0815744	Control, Air Horn, Push Button Sw, Turntable	1	320.13
	Control, Interlocks - No Interlocks		
345 0757076	Control, Air Horn, Lanyard, RS	1	0.00

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	Lanyard - Plastic Coated Braided Cable		
346 0757077	Control, Air Horn, Lanyard, LS	1	0.00
	Lanyard - Plastic Coated Braided Cable		
347 0505417	Siren, WIn 295HFSC9, Dual Tone, 200W	1	1,098.98
348 0016133	Location, Electronic Siren, Swivel Mount Centered Overhead	1	0.00
349 0076156	Control, Elec Siren, Head Only	1	0.00
350 0601306	Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1	0.00
	Connection, Speaker - siren head		
351 0601565	Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1	-52.15
352 0654764	Siren, Auxiliary, WIn HOWLER Speaker System, 2 Activation Swts	1	822.38
	Location 1 - near the siren		
	Location - near the siren activation		
353 0895310	Siren, Federal Q2B	1	5,446.61
	Finish, Q2B Siren - Chrome		
354 0630659	Siren, Mechanical, Mounted Above Deckplate, Under Slung Bumper	1	-237.67
	Location, Siren, Mech - b) right		
355 0748305	Control, Mech Siren, Multi Select	1	0.00
356 0748281	Control Mech Siren, Ft Sw RS	1	190.87
357 0748282	Control Mech Siren, Ft Sw LS	1	190.87
358 0740834	Sw, Siren Brake, Momentary Red, LS Overhead Sw Pnl	1	344.52
359 0746353	Not Required, Warning Lights Intensity	1	0.00
360 0610351	Lightbar, WIn, Freedom IV-Q, 2-21.5", RRWRR RRWRR	1	2,893.83
	Filter, Whl Freedom Ltbrs - No Filters		
361 0540384	Lights, Front Zone, WIn M6*C LED, Clear Lens, in Common Bzl	1	1,252.73
	Color, Lt DS Front - Red		
	Color, Lt PS Front - Red		
362 0554452	Light, Front, WIn M6*C LED, Clear Lens 1st	2	1,052.57
	Location, Lights - on the angled corners of the front bumper		
	Qty, - 02		
	Color, Lights, Warning - gla) red		
	Control, Light - h) front warning		
363 0653937	Flasher, Headlight Alternating	1	0.00
	Headlt flash deactivation - a)w/high beam		
364 0540692	Lights, Side Zone Lower, WIn M6*C LED, Clear Lens, 3pr, Ovr 25	1	843.36
	Location, Lights Front Side - b)each side bumper		
	Color, Lt Side Front - Red		
	Color, Lt Side Middle - Red		
	Color, Lt Side Rear - Red		
	Location, Lights Mid Side - Rearward of Crew Cab Doors		
	Location, Lights Rear Side - Over Rear Wheels		
365 0672937	Lights, Side, WIn WIONSMC* LED, Chrome Flange, Mounted In Rub Rail, 1st	2	807.70
	Location, Lights - centered in the rub rail forward and rearward of the rear wheels,		
	Qty, - 02		
	Color, Lights, Warning - gla) red		
	Control, Light - b) side warning		
366 0672936	Lights, Side, WIn WIONSMC* LED, Chrome Flange, Mounted In Rub Rail, 2nd	2	807.70
	Location, Lights - centered in the rub rail forward and rearward of the rear wheels,		
	Qty, - 02		
	Color, Lights, Warning - gla) red		
	Control, Light - b) side warning		
367 0564655	Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt Housing	1	-32.16
	Color, Lt DS Rear - r) DS Rear Lt Red		
	Color, Lt PS Rear - r) PS Rear Lt Red		
368 0088745	Light, Rear Zone Up, WIn L31HRFN LED Beacon, Red LED	1	0.00

	Color, Dome, Rear Warning - j) both domes clear		
369 0006551	Not Required, Lights, Rear Upper Zone Blocking	1	0.00
370 0791501	Light, Traffic Directing, WIn TAL65, 36" Long LED, Aerials	1	2,243.54
	Activation, Traffic Dir L - Aux Flash with Park Brake		
371 0530074	Location, TDL, On Top of Body Below Turntable w/Treadplate Box	1	725.69
372 0530282	Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1	85.98
373 0783678	Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st	1	471.03
	Location, Receptacles - in the EMS compartment on the back wall, centered, up high		
	Qty, - 01		
	AC Power Source - Shoreline		
	Cover, Receptacle - Exterior Flip Up Duplex Cover(s)		
374 0519934	Not Required, Brand, Hydraulic Tool System	1	0.00
375 0649753	Not Required, PTO Driven Hydraulic Tool System	1	0.00
376 0755098	Aerial, 107' ASL Single Axle, 750/500 Tip, 35 MPH Wind	1	0.00
377 0000042	Boom Support, Rear of the Chassis Cab	1	0.00
378 0762413	Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	1	0.00
379 0799599	Boom Support Compartment, Rear of Cab, PUC	1	1,495.72
	Material Boom Support Compt - smooth aluminum painted job color		
380 0680225	Boom Panel, Pair, Special Size	1	1,063.64
	Paint, Color - #90 red		
	Size, Boom Panel - 120" Long x 20" High		
381 0526885	Indicator, Extension, Inside and Outside Handrails, Every 10'	1	832.43
	Color - 2) red		
382 0723719	Steps, Folding, Four, Aerial Device, Trident	1	0.00
	Coating, Step - black		
	Light, Aerial Device Folding Step - no integrated light		
	Finish, Aerial Device Folding Step - bright finish		
383 0688232	Rung Covers, Aerial Device	1	0.00
	Rung Cover Color - Safety Yellow		
384 0678815	Brackets Only, Axe, 6lb or 8lb, Aerial Fly Section	1	291.37
385 0674963	Scabbard, Temporary Vent Saw Storage, No Depth Gauge, Aerial Ladder	1	331.37
	Qty, - 01		
	Location, Aerial Device - left side of aerial egress		
386 0678711	Brackets, Stokes Storage, Base Section, Inboard of Boom Panel	1	1,208.02
	Qty, - 01		
	Finish - DA Finish		
	Location, Aerial Device - left side		
387 0786841	Brackets Only, Roof/Fresno Ladder, Base Section, Inboard of Boom Panel	1	1,000.97
	Qty, - 01		
	Location, Aerial Device - right side		
	Roof Ladder, Make/Model, Multi-Select - 14' Duo-Safety 775-A		
388 0601972	Lights, Turntable Walkway, P25, LED	1	0.00
389 0601949	Light, Turntable Console, TecNiq T-10, LED Strip Light	1	0.00
390 0814209	Control Stations, ASL Single Axle, MUX, Color Display, CL714	1	0.00
391 0743299	Remote Tip Controls, ASL/105' MUX	1	7,279.11
392 0624682	Stabilizers, One Set, Ascendant Single Axle	1	0.00
	Material, Stabilizer Pad - Composite		
393 0728961	Stabilizer Pan Material	1	0.00
	Stabilizer Panels - polished stainless steel		
394 0809973	Doors, Stabilizer Control Box, Controls Each Side MUX Aerials	1	20.98
	Latch, Door, Storage - Southco C2 Chrome Raised		
	Hinge Location - Outboard		
	Door, Material & Finish, Stabilizer - Smooth aluminum		
395 0624678	Hydraulic System, Ascendant Single Axle	1	0.00

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396 0615180	Swivels, w/Encoder, ASL Single Axle, (28 Collector Rings)	1	0.00
397 0805188	Electrical System, ASL Single Axle, MUX, 10/8 Cable	1	0.00
398 0804781	Aerial Scene Lts Separated into Aerial Tip Category and Aerial Tracking Category	1	0.00
399 0803462	Lights, Tip, WIn MP** LED, 2lts	1	0.00
	Color, WIn Lt Housing - Black Paint		
	Scene Lt Optics LH Fly - Spot Left		
	Scene Lt Optics RH Fly - Spot Right		
	Mount, WIn II - Universal Bail MP**		
400 0764346	Lights, Tracking, HiViz FT-WL-X-9-* LED, 2lts	1	765.91
	Location, Sw, Arl DC Lts - s) 4 locations		
	Color, Lt Housing HiViz - Black		
	Scene Lt Optics LH Base - Left Combination Flood and Spot		
	Scene Lt Optics RH Base - Right Combination Flood and Spot		
401 0653677	Lighting, Rung, LED, TecNiq, 4 Section, Base, Lower/Upper Mid, Fly	1	6,766.69
	Control, Aerial Rung Lighting - DS Sw Panel and Turntable Sw w/Master Batt Sw		
	Color, Lt Aerial Fly Sect - White		
	Color, Lt Aerial Base Sect - Red		
	Color, Lt Aerial Lower Mid Sect - Red		
	Color, Lt Aerial Upper Mid Sect - Blue		
402 0540737	Lights, Stabilizer Warn (1) Set, WIn M6*C LED, Clear Lens	1	0.00
	Color, Lt Rr Stabilzr Pan - r) Pan Light Red		
403 0617469	Lights, WIn TOR00FRR LED 2", Stabilizer Beam (1) Set, Ascendant	1	0.00
404 0768550	Lights, Stabilizer Scene, Amdor AY-LB-12HW012, 12", 3lts LED, Ascendant Single	1	0.00
405 0006929	Not Required, 120v To Tip	1	0.00
406 0737181	Intercom, 2-Way Fire Research ICA910 Hands Free	1	0.00
407 0540895	Not Required, Breathing Air to Tip, Aerial Ladder	1	0.00
408 0024742	Not Required, Mask, Breathing Air To Tip	1	0.00
409 0610887	Aerial Pedestal, Ascendant Single Axle	1	0.00
410 0604457	Lifting Eye Assembly, Rope Rescue Attachment, ASL, LSL	1	424.83
411 0530826	Turntable Access, ManSaver Bars, Yellow	1	1,039.60
412 0624672	Waterway, High Flow, 1500 GPM, ASL	1	0.00
413 0632855	Monitor, Akron 3480 StreamMaster II Electric w/Extended Vertical Travel	1	0.00
	Nozzle, Monitor 1 PAL - Akron 5178 Electric 1500 gpm		
414 0010758	Flow Meter, Waterway, PAL, 110' Ascendant, MUX	1	0.00
415 0624671	Inlet, 5.00" w/5.00" Aluminum, Plumbing at Rear, w/Pump, Ascendant Single Axle	1	0.00
416 0673128	Quick-Lock Waterway Locking System, 100' HDL, 105' HDL, ASL	1	0.00
417 0003839	Adapter, Aerial Inlet, 5" FNST x 5" Storz w/Cap	1	487.42
	Qty, - 1		
418 0518550	Outlet, 2.50" Auxiliary, LHS, Aerial Tip	1	3,875.92
419 0047897	Tools, Aerial	1	0.00
420 0559494	Manuals and Training, 3 Consecutive Days, Ascendant Ladder, PAL	1	0.00
421 0007150	Bag of Nuts and Bolts	1	0.00
	Qty, Bag Nuts and Bolts - 1		
422 0816502	NFPA Required Loose Equipment, Quint, NFPA 2024, Provided by Fire Department	1	0.00
423 0816941	Soft Suction Hose, Provided by Fire Department, NFPA 2024	1	-1,281.96
424 0027023	No Strainer Required	1	0.00
425 0817018	Not Required, Extinguisher, Dry Chemical, Fire Department Omits, NFPA 2024	1	0.00
426 0816937	Extinguisher, 2.5 Gal. Pressurized Water, NFPA 2024, Provided by Fire Department	1	0.00
427 0007482	Not Required, Crowbars	1	0.00
428 0007484	Not Required, Claw Tools	1	0.00
429 0816998	Axe, Flathead, Provided by Fire Department	1	0.00
430 0817000	Axe, Pickhead, Provided by Fire Department	1	0.00
431 0007494	Not Required, Sledgehammers	1	0.00
432 0741569	Paint Process / Environmental Requirements, Appleton	1	0.00

433 0709566	Paint, Two-Tone Color, Enforcer Paint Color, Upper Area, Predefined - 765 Charcoal Metallic Shield, Cab - Standard Shield Paint Color, Lower Area, Predefined - 351 Red Paint Break, Cab - Standard Two-Tone Cab Break	1	3,314.13
434 0709845	Paint, Single Color, Body Paint, Body - Match Lower Cab	1	0.00
435 0646901	Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Standard Black	1	-837.71
436 0693797	No Paint Required, Aluminum Front Wheels	1	-274.51
437 0687653	Paint, Rear Wheels, Single Axle, Alum-Stl Paint, Wheels - Powder Coat Black #101	1	-273.05
438 0733739	Paint, Axle Hubs Paint, Axle Hub - Lower Job Color	1	0.00
439 0007230	Compartment, Painted, Spatter Gray	1	0.00
440 0792617	Aerial Ladder Paint, ASL-Single Axle, E-Coat Paint Color, Aerial Device - Charcoal Metallic 765 Paint Color, Egress - #50 Red Paint Color, Turntable - charcoal metallic 765 Paint Color, Boom Support - charcoal metallic 765 Paint Color, Cylinders - charcoal metallic 765 Paint Color, Aerial Control Console - charcoal metallic 765	1	830.80
441 0544129	Reflective Band, 1"-6"-1" Color, Reflect Band - A - i) gold Color, Reflect Band - B - t) gold Color, Reflect Band - C - ze) gold	1	620.94
442 0547618	Stripe, Diamond Grade, Chevron, Front Bumper Size, Chevron Striping - 06 Color, Chevron DG - Solid Yellow 983-71	1	229.29
443 0820085	Stripe, Chevron, Rear, Reflective, NFPA 2024, Aerial, Ascendant Single Axle Color, Reflect Band - A - e) black Color, Reflect Band - B - n) ruby red	1	0.00
444 0598754	Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers Color, Reflect Band - A - q) yellow diamond grade	1	0.00
445 0027341	Jog, In Reflective Stripe, Single or Multiple Qty, - 1	1	110.88
446 0552453	Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade Color, Reflect Band - A - q) yellow diamond grade Size, Chevron Striping - 04 Color, Reflect Chev - A - r) red diamond grade	1	311.29
447 0679802	Stripe, Reflective, Cab Sides, IPO Chrome Molding	1	371.27
448 0027372	Lettering Specifications, (GOLD STAR Process)	1	0.00
449 0686434	Lettering, Gold Leaf, 3.00", (21-40) Outline, Lettering - Outline and Shade	1	996.74
450 0686013	Lettering, Reflective, 6.00", Each Qty, Lettering - 14 Outline, Lettering - Outline and Shade	14	471.45
451 0686000	Lettering, Reflective, 8.00", (21-40) Outline, Lettering - Outline and Shade	1	1,113.27
452 0683997	Lettering, Vinyl, 18.00", Each Qty, Lettering - 01 Outline, Lettering - No Outline or Shade	1	154.17
453 0686288	Lettering, Gold Leaf, 3.00", Each Qty, Lettering - 06	6	221.39

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	Outline, Lettering - Outline and Shade		
454 0685981	Lettering, Reflective, 14.00", Each	3	257.10
	Qty, Lettering - 03		
	Outline, Lettering - Outline and Shade		
455 0029814	Emblem, Maltese Cross, Gold Leaf, 18"-20", Pair	1	2,423.51
	Qty, - 01		
	Location, Emblem - on the forward cab doors		
456 0529225	Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1	0.00
457 0531636	Manual, (2) CD, Chassis Service, Custom	1	354.31
458 0531638	Manual, Two (2) CD, Chassis Operation, Custom	1	-42.45
459 0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	1	0.00
460 0735523	Warranty, Engine, Paccar MX13, 5 Year	1	0.00
461 0684953	Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1	0.00
462 0596017	Warranty, Frame, 50 Year, Custom Chassis, WA0013	1	0.00
463 0595698	Warranty, Axle, 3 Year, TAK-4, WA0050	1	0.00
464 0733306	Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1	0.00
465 0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1	0.00
466 0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	1	0.00
467 0744240	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1	0.00
468 0524627	Warranty, Electronics, 5 Year, MUX, WA0014	1	0.00
469 0695416	Warranty, Pierce Camera System, WA0188	1	0.00
470 0647720	Warranty, Pierce LED Strip Lights, WA0203	1	0.00
471 0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1	0.00
472 0685945	Warranty, Transmission Cooler, WA0216	1	0.00
473 0688798	Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1	0.00
474 0596025	Warranty, Structure, 10 Year, Body, WA0009	1	0.00
475 0693127	Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1	0.00
476 0889364	Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	1	0.00
477 0648675	Warranty, 10 Year S/S Pumping, WA0035	1	0.00
478 0657990	Warranty, Foam System, Husky 3, WA0231	1	0.00
479 0006999	Warranty, Structure, 20 Year, Aerial Device, WA0052	1	0.00
480 0687388	Warranty, Swivels, 5 Year, Aerial Device, WA0197	1	0.00
481 0685727	Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1	0.00
482 0687327	Warranty, Waterway, 10 Year, Aerial Device, WA0198	1	0.00
483 0595860	Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1	0.00
484 0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1	0.00
485 0595421	Warranty, Goldstar, 3 Year, Apparatus, WA0018	1	0.00
486 0819254	Certification, Vehicle Stability, CD0196	1	0.00
487 0808565	Certification, Engine Installation, Enf, Paccar MX, 2027	1	0.00
488 0686786	Certification, Power Steering, CD0098	1	0.00
489 0892691	Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1	0.00
490 0631973	Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1	0.00
491 0631978	Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1	0.00
492 0631974	Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1	0.00
493 0631977	Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1	0.00
494 0735949	Certification, Cab HVAC System Performance, SFR/Enf,	1	0.00
495 0545073	Amp Draw Report, NFPA Current Edition	1	0.00
496 0002758	Amp Draw, NFPA/ULC Radio Allowance	1	0.00
497 0799248	Appleton/Florida BTO	1	0.00
498 0000049	Ascendant BODY	1	0.00
499 0000012	PIERCE CHASSIS	1	0.00
500 0735525	PACCAR MX13 ENGINE	1	0.00
501 0046396	EVS 4000 Series TRANSMISSION	1	0.00
502 0520324	PIERCE PUMP, PUC	1	0.00

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503 0020009	POLY TANK	1	0.00
504 0028048	FOAM SYSTEM	1	0.00
505 0020006	SIDE CONTROL	1	0.00
506 0020007	AKRON VALVES	1	0.00
507 0020015	ABS SYSTEM	1	0.00
508 0755453	AERIAL BASE	1	0.00
		Total	\$329,388.30

Proposal for **Ormond Beach Fire Department**

Prepared by **Ten-8 Fire & Safety, LLC**

01/26/2024



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TEN-8 FIRE EQUIPMENT, INC. is pleased to submit a proposal to ORMOND BEACH FIRE RESCUE for a **Pierce® 107' Heavy Duty Aerial Ladder** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING was founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification.

In accordance with the current edition of applicable NFPA standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment.

Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

GENERAL DESIGN AND CONSTRUCTION

To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system.

QUALITY AND WORKMANSHIP

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American

Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs an American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal.

In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to insure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

To demonstrate the quality of our products and services, a list of at least five (5) fire departments/municipalities that have purchased vehicles for a second time is provided.

DELIVERY

The apparatus will be delivered under its own power to insure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

MANUAL AND SERVICE INFORMATION

At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

SAFETY VIDEO

At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

PERFORMANCE TESTS

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet the current edition of applicable NFPA standards acceleration and braking requirements.

SERVICE AND WARRANTY SUPPORT

Pierce dealership support will be provided by TEN-8 FIRE EQUIPMENT, INC. by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in

Pierce fire apparatus. The service facility will be located within one hundred (100) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of \$5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operators manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

LIABILITY

The successful bidder will defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

INSURANCE PROVIDED BY BIDDER

COMMERCIAL GENERAL LIABILITY INSURANCE

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence\$1,000,000

Products/Completed Operations Aggregate\$1,000,000

Personal and Advertising Injury\$1,000,000

General Aggregate\$2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include Owner as an additional insured when required by written contract.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The successful bidder will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit:\$1,000,000

UMBRELLA/EXCESS LIABILITY INSURANCE

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate:\$3,000,000

Each Occurrence:\$3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as certificate holder.

INSURANCE PROVIDED BY MANUFACTURER

PRODUCT LIABILITY INSURANCE

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence\$1,000,000

Products/Completed Operations Aggregate\$1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

UMBRELLA/EXCESS LIABILITY INSURANCE

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence:\$25,000,000

Aggregate:\$25,000,000

The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pump house (including the sheet metal enclosure, valve controls, piping and operators panel) body and aerial device will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

NFPA 2024 STANDARDS

This unit will comply with the NFPA standards effective January 1, 2024, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and

designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

NFPA COMPLIANCY

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

INSPECTION CERTIFICATE

A third party inspection certificate for the aerial device will be furnished upon delivery of the aerial device. The certificate will be Underwriters Laboratories Inc. Type 1 and will indicate that the aerial device has been inspected on the production line and after final assembly.

Visual structural inspections will be performed on all welds on both aluminum and steel ladders.

On critical weld areas, or on any suspected defective area, the following tests will be conducted:

- Magnetic particle inspection will be conducted on steel aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. Magnets will be placed on each side of the weld while iron powder is placed on the weld itself. The powder will detect any crack that may exist. This test will conform to ASTM E709 and be performed prior to assembly of the aerial device.
- A liquid penetrant test will be conducted on aluminum aerials to assure the integrity of the weldments and to detect any flaws or weaknesses. This test will conform to ASTM E165 and be performed prior to assembly of the aerial device.
- Ultrasonic inspection will be conducted on all aerials to detect any flaws in pins, bolts and other critical mounting components.

In addition to the tests above, functional tests, load tests, and stability tests will be performed on all aerials. These tests will determine any unusual deflection, noise, vibration, or instability characteristics of the unit.

PUMP TEST

The pump will be tested, approved and certified by Underwriter's Laboratory at the manufacturer's expense. The test results and the pump manufacturer's certification of hydrostatic test; the engine

manufacturer's certified brake horsepower curve; and the manufacturer's record of pump construction details will be forwarded to the Fire Department.

GENERATOR TEST

If the unit has a generator, the generator will be tested, approved, and certified by Underwriters Laboratories at the manufacturer's expense. The test results will be provided to the Fire Department at the time of delivery.

BREATHING AIR TEST

If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and certify that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection*.

VEHICLE INSPECTION PROGRAM CERTIFICATION

To assure the vehicle is built to current NFPA 1900 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

AFTERMARKET SUPPORT WEBSITE

Pierceparts.com will provide Pierce authorized dealer access to comprehensive information pertaining to the maintenance and service of their customer's apparatus. This tool will provide the Pierce authorized dealer the ability to service and support their customers to the best of their ability with factory support at their fingertips.

Pierceparts.com is also accessible to the end user through the guest login. Limited access is available and vehicle specific parts information accessible by entering a specific VIN number. All end users should see their local authorized Pierce dealer for additional support and service.

The website will consist of the following screens at the dealer level:

My Fleet Screen

The My Fleet screen will provide access to truck detail information on the major components of the vehicle, warranty information, available vehicle photographs, vehicle drawings, sales options, applicable vehicle software downloads, etc.

Parts Screens

The Parts screens will provide parts look-up capability of Pierce Manufacturing sourced items, with the aid of digital photographs, part drawings and assembly drawings. The parts search application will permit the searching of parts by item description or function group (major system category). The parts application will provide the ability to submit electronically a parts order, parts quote, or parts return request directly to Pierce Manufacturing for processing.

Warranty Screen

The Warranty screens will provide dealers the ability to submit electronically warranty claims directly to Pierce Manufacturing for reimbursement.

My Reports Screens

The My Reports screens will provide access to multiple dealer reports to allow the dealership to maintain communication with the customer on the status of orders, claims, and phone contacts.

Technical Support Screens

The Technical Support screens will provide access to all currently published Operation and Maintenance and Service Publications. Access to Pierce Manufacturing Service Bulletins and Work Instructions, containing information on current service topics and recommendations will be provided.

Training

The Training screens will provide access to upcoming training classes offered by Pierce Manufacturing along with interactive electronic learning modules (Operators Guides) covering the operation of major vehicle components will be provided. Access to training manuals used in Pierce Manufacturing training classes will be provided.

About Pierce

Access to customer service articles, corporate news, quarterly newsletters, and key contacts within the Customer Service Department will be provided. The current Customer Service Policy and Procedure Manual, detailing the operation of the Customer Service group will also be accessible.

BID BOND NOT REQUESTED

A bid bond will not be included. If requested, the following will apply:

All bidders will provide a bid bond as security for the bid in the form of a 5% bid bond to accompany their bid. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language, which assures that the bidder/principal will give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

PERFORMANCE BOND

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

APPROVAL DRAWING

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

ELECTRICAL WIRING DIAGRAMS

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

ENFORCER CHASSIS

The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and

manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

WHEELBASE

The wheelbase of the vehicle will be 236.5 inches.

GVW RATING

The gross vehicle weight rating will be 56,300 pounds.

FRAME

The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040 in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.

FRAME REINFORCEMENT

In addition, a mainframe internal liner will be provided. The liner will be an internal "C" design that steps to an internal "L" design over the rear axle. It will be heat-treated steel measuring 12.50" x 3.00" x 0.25" through the front portion of the liner, stepping to 9.38" x 3.00" x 0.25" through the rear portion of the liner. Each liner will have a section modulus of 13.58 cubic inches, yield strength of 110,000 psi, and rbm of 1,494,042 in-lb. Total rbm at wheelbase center will be 4,391,869 in-lb.

The frame liner will be mounted inside of the chassis frame rail and extend the full length of the frame.

FRONT NON DRIVE AXLE

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 22,800 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000-psi yield strength steel.

Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be zero degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends will have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a turning angle of up to 45 degrees.

FRONT SUSPENSION

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 22,800 lb.

The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.

FRONT SHOCK ABSORBERS

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

FRONT OIL SEALS

Oil seals with viewing window will be provided on the front axle.

FRONT TIRES

Front tires will be Goodyear 425/65R22.50 radials, 20 ply Armor Max MSA, rated for 22,800 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 12.25" polished aluminum disc type wheels with a ten (10)stud, 11.25" bolt circle.

REAR AXLE

The rear axle will be a Meritor™, Model RS-30-185, with a capacity of 33,500 lb.

TOP SPEED OF VEHICLE

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 60 mph/96KPH.

REAR SUSPENSION

The rear suspension will be Standens, semi-elliptical, 3.00" wide x 52.50" long, with a ground rating of 33,500 lb. The spring hangers will be castings.

The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

REAR OIL SEALS

Oil seals will be provided on the rear axle(s).

REAR TIRES

Rear tires will be four (4) Goodyear 315/80R22.50 radials with 20 ply G289 WHA tread, rated for 36,360 lb maximum axle load and 68 mph maximum speed.

The outside tires will be mounted on Alcoa© 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle.

The inside tires will be mounted on Accuride® 22.50" x 9.00" steel disc wheels with a ten (10) stud, 11.25" bolt circle.

TIRE BALANCE

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

TIRE PRESSURE MANAGEMENT

There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

CHROME LUG NUT COVERS

Chrome lug nut covers will be supplied on front and rear wheels.

FRONT HUB COVERS

Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

HUB COVERS (REAR)

Stainless steel baby moon covers will be provided over the rear axle hubs.

MUD FLAPS

Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

WHEEL CHOCKS

There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

WHEEL CHOCK BRACKETS

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted forward of the left side rear tire.

ELECTRONIC STABILITY CONTROL

A vehicle control system will be provided as an integral part of the ABS brake system from Meritor Wabco.

The system will monitor and update the lateral acceleration of the vehicle and compare it to a critical threshold where a side roll event may occur. If the critical threshold is met, the vehicle control system will automatically reduce engine RPM, engage the engine retarder (if equipped), and selectively apply brakes to the individual wheel ends of the front and rear axles to reduce the possibility of a side roll event.

The system will monitor directional stability through a lateral accelerometer, steer angle sensor and yaw rate sensor. If spinout or drift out is detected, the vehicle control system will selectively apply brakes to the individual wheel ends of the front and rear axles to bring the vehicle back to its intended direction.

ANTI-LOCK BRAKE SYSTEM

The vehicle will be equipped with a Wabco 4S4M, anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any wheel begins to lockup, a signal will be sent to the control unit. This control unit will then reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

AUTOMATIC TRACTION CONTROL

An anti-slip feature will be included with the ABS. The Automatic Traction Control will be used for traction in poor road and weather conditions. The Automatic Traction Control will act as an electronic differential lock that will not allow a driving wheel to spin, thereby supplying traction at all times. The ABS electronic control unit (ECU) will work with the engine ECU, sharing information concerning wheel slip. Engine ECU will use information to control engine speed, allowing only as much throttle application as required for the available traction, regardless of how much the driver is asking for. An

"off road traction" switch will be provided on the instrument panel. Activation of the switch will allow additional tire slip to let the truck climb out and get on top of deep snow or mud.

BRAKES

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Meritor™ 16.50" x 8.63" cam operated with automatic slack adjusters. Dust shields cannot be provided.

AIR COMPRESSOR, BRAKE SYSTEM

The air compressor will be a Wabco single piston compressor with a 26.8 CI displacement.

BRAKE SYSTEM

The brake system will include:

- Brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 5,376 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

The air tanks will be same as frame color .

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

BRAKE SYSTEM AIR DRYER

The air dryer will be WABCO System Saver 1200 with spin-on coalescing filter cartridge and 100 watt heater.

BRAKE LINES

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

AIR INLET

One (1) air inlet with 3D series male coupling will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will be located forward in the driver side lower step well of cab. A check valve will be provided to prevent reverse flow of air. The inlet will discharge into the "wet" tank of the brake system. A mating female fitting will also be provided with the loose equipment.

ALL WHEEL LOCK-UP

An additional all wheel lock-up system will be installed which applies air to the front brakes only. The standard spring brake control valve system will be used for the rear.

COMPRESSION FITTINGS ONLY

Any nylon tube on the apparatus that is pneumatic will be plumbed with compression type fittings where applicable. Push lock fittings will not be acceptable for any pneumatic nylon tube plumbing.

ENGINE

The chassis will be powered by an electronically controlled engine as described below:

Make:	Paccar
Model:	MX
Power:	510 hp at 1600rpm
Torque:	1850 lb-ft at 1000rpm
Governed Speed:	1900 rpm
Emissions Certification:	EPA 2027
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	13.7L
Starter:	DP60
Fuel Filters:	Dual cartridge style with check valve, water separator, and water in fuel sensor

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

HIGH IDLE

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

ENGINE BRAKE

The compression release brake option is a fully integrated MX engine braking system. It utilizes the turbocharger and backpressure valve, but adds in a hydraulically operated compression brake to increase overall retarding power.

To maximize the effectiveness of the compression brake the MX engine brake system works in conjunction with the turbocharger and back pressure valve.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting

CLUTCH FAN

A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

ENGINE AIR INTAKE

The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.

A stainless steel metal screen will be installed at the inlet of the air intake system that will meet current edition of applicable NFPA standards.

The air cleaner and stainless steel screen will be easily accessible by tilting the cab.

EXHAUST SYSTEM

The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device. The exhaust system will include an aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipe between the turbo and the aftertreatment device to minimize the transfer of heat to the cab.

The exhaust will terminate horizontally ahead of the right side rear wheels and will be flush with the body rub rail . The exhaust pipes will be aluminized steel.

There will be an aluminized steel exhaust diffuser with a standard straight tip on the end provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

RADIATOR

The radiator and the complete cooling system will meet or exceed the current edition of applicable NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes.

The radiator core will have a minimum front area of 1060 square inches.

Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be made of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability.

The radiator will be compatible with commercial antifreeze solutions.

The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

COOLANT LINES

Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

FUEL TANK

A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A 0.75" drain plug will be located in a low point of the tank for drainage.

A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet.

The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines will be provided as recommended by the engine manufacturer.

DIESEL EXHAUST FLUID TANK

A 7.3 gallon diesel exhaust fluid (DEF) tank will be provided and mounted under the cab on the driver's side.

A fill inlet will be provided on the driver's side of the cab. The lift up door will be spring loaded and be brushed stainless steel.

TRANSMISSION

An Allison 6th generation, Model EVS 4000P, electronic, torque converting, automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock).

A transmission temperature gauge with an amber light and buzzer will be installed on the cab instrument panel.

TRANSMISSION SHIFTER

A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be:

1st	3.51 to 1.00
2nd	1.91 to 1.00
3rd	1.43 to 1.00
4th	1.00 to 1.00
5th	0.75 to 1.00
6th	0.64 to 1.00
R	4.80 to 1.00

TRANSMISSION PROGRAMMING

The transmission will be programmed to automatically shift the transmission to neutral when the parking brake is set to simplify operation and increase operational safety.

TRANSMISSION COOLER

A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

TRANSMISSION DIPSTICK CAP

The transmission dipstick cap will be engraved with "ALLISON TES-668 APPROVED SYNTHETIC TRANS FLUID ONLY".

TRANSMISSION FLUID

The transmission will be provided with TranSynd, or other Allison approved TES-668 heavy duty synthetic transmission fluid.

DRIVELINE

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.

STEERING

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and Paccar hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

STEERING WHEEL

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a four (4)-spoke design.

There will be a switch pod provided on the left side of the steering wheel between the spokes. The switch pods will be an integral part of the steering wheel. The following switches will be provided:

- Windshield wash
- Wiper intermittent speed increase
- Wiper intermittent speed decrease
- Hi/Lo wiper speed
- Wiper off

LOGO AND CUSTOMER DESIGNATION ON DASH

The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: ORMOND

The second row of text will be: BEACH

The third row of text will be: FIRE DEPARTMENT

BUMPER

A one (1) piece, ten (10) gauge, 304-2B type polished stainless steel bumper, a minimum of 10.00" high, will be attached to a bolted modular extension frame.

The bumper will be extended 26.00" from front face of cab.

The bumper extension frame will be fabricated using .38" gussets welded to 2.00" x 5.00" steel tubing running front to back with .50" front and rear plates mounted to the chassis frame. Fabricated "U" shaped channel supports the weight of the bumper and provides the main strength in frontal crash.

.25" steel is formed into "C" shaped backing plates for mounting of the bumper and providing protection to the cab.

The bumper extension's cross section is considered expendable, and a crush zone. The bumper is not intended for pushing other vehicles or objects.

Tow hooks/eyes located under the bumper extension are for straight pull only.

TOW HOOKS

Two (2) chromed steel tow hooks will be installed under the bumper and attached to the front frame members. The tow hooks will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow hooks will not be used for lifting of the apparatus.

BUMPER TRAY

An approximately 3/4 width bumper tray, constructed of smooth aluminum, will be located in the under slung bumper extension.

The tray will be a bolted modular design, 8.25" deep. The tray will have capacity for 100' of 1.75" DJ hose and extrication tools .

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

GRAVEL PAN

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face.

The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

3/4 WIDTH COVER

A bright aluminum treadplate cover will be provided over the entire top of the bumper tray.

The cover will be raised approximately 6.00" above the gravel pan. The cover will provide adequate room for a front bumper mounted mechanical siren.

The cover will be attached with a stainless steel hinge.

Two (2) butterfly latches will secure the cover in the closed position and two (2) gas springs will hold the cover in the open position.

Two (2) chrome grab handles will be provided, one on each side of the front of the cover to assist in lifting the cover.

BUMPER COVER NOTCH

There will be one (1) hose tray notch(es) provided for the bumper tray cover(s) located on the left side of the bumper. Each notch will allow hose to be pre-connected to front outlets.

ADJUSTABLE HOSE TRAY PARTITION

There will be one (1) adjustable aluminum partition(s) provided in the bumper hose tray located transverse across the width of the tray.

FRONT BUMPER UL-LX COATING

Protective black UL-LX® coating will be provided on the outside exterior of the top front bumper flange. It will not be sprayed on the underside of the flange.

The lining will be properly installed by an authorized UL-LX dealer.

CAB

The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The centerline of front axle to the rear of the cab will be 70.00" long.

The overall height (from the cab roof to the ground) of approximately 99.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest

diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 53.50" in the forward facing outboard positions and 44.50" in the forward facing center position.

The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers.

The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" to the rear wall.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

CAB ROOF DRIP RAIL

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

CAB PUMP ENCLOSURE

The rear of the cab will be made to house the fire pump below the forward facing crew cab seats. The cab side panels will be notched to accommodate the pump panel.

FENDER LINERS

Full circular inner fender liners in the wheel wells will be provided.

PANORAMIC WINDSHIELD

A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

WINDSHIELD WIPERS

Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.

ENGINE TUNNEL

Engine hood side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current edition of applicable NFPA standards.

The engine tunnel will be no higher than 17.00" off the crew cab floor.

INTERIOR CAB INSULATION

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, a minimum of 1.00" insulation in the crew cab floor, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

CAB LIFT

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Lift controls will be located on the right side pump panel or front area of the body in a convenient location.

The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

CAB LIFT INTERLOCK

The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

GRILLE

A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.

MIRRORS

A Retraco, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

DOORS

To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 63.37" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

DOOR PANELS

The inner cab door panels will be constructed out of brushed stainless steel.

ELECTRIC OPERATED CAB DOOR WINDOWS

All four (4) cab doors will be equipped with electric operated windows with one (1) flush mounted automotive style switch on each door. The driver's door will have four (4) switches, one (1) to control each door window.

Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second.

ELECTRIC CAB DOOR LOCKS

The front driver and officer doors will have a door lock master switch that will control all front and rear crew cab door locks. Each rear crew cab door will have its own lock control.

There will be one (1) concealed switch located in an easily accessible chassis specific location that will unlock all the doors.

The lock system will include two (2) key FOBs that allow for keyless entry into the vehicle. The key FOB system will use code hopping technology for high security and be FCC part 15 compliant.

CAB STEPS

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.

CAB EXTERIOR HANDRAILS

A 1.25" diameter slip-resistant, knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress.

STEP LIGHTS

There will be six (6) white LED step lights with chrome housing installed for cab and crew cab access steps.

- One (1) light for the left access steps.
- Two (2) lights for the left side crew cab access steps.
- Two (2) lights for the right side crew cab access steps.
- One (1) light for the right side access step.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights will be activated when the battery switch is on and the adjacent door is opened.

FENDER CROWNS

Stainless steel fender crowns will be installed at the cab wheel openings.

CUP HOLDER

There will be four (4) cup holder(s) provided. Each cup holder will have self-adjusting fingers that automatically grip beverage containers of various sizes. A recess in the cup holder will allow it to hold beverage containers with handles.

The cup holder(s) will be located at customer pick-up.

CAB DASH

The driver side dash, switch panel located to the right of the driver, and center console will be an easily removable high impact resistant polymer cover.

The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster.

The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior.

MOUNTING PLATE ON ENGINE TUNNEL

Equipment installation provisions will be installed on the engine tunnel.

A .25" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel .75" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

AIR BOTTLE HOLDERS

There will be one (1) Gen II Hands-Free bracket(s) provided in the crew cab. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the user to store the SCBA bottle by simply pushing it into the bracket. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle for up to a 9G force (dynamic sled test), which meets the current edition of applicable NFPA standards.

The bracket(s) will be located on the rear crew cab wall, driver's side.

CAB INTERIOR

The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The engine tunnel will be painted aluminum to match the cab interior.

For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling.

The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

CAB INTERIOR UPHOLSTERY

The cab interior upholstery will be 36 oz dark silver gray vinyl.

CAB INTERIOR PAINT

The cab interior metal surfaces, excluding the rear heater panels, will be painted fire smoke gray, vinyl texture paint.

The rear heater panels will be painted black, vinyl textured paint.

CAB FLOOR

A small blister will be provided at the rear of the engine tunnel for chassis components. The blister will be coated with black UL-LX® polyurethane/polyurea elastomer abrasive resistant material.

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

DEFROST/AIR CONDITIONING SYSTEM

A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area.

Cab Defroster

A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following:

- One (1) adjustable will be directed towards the left side cab window
- One (1) adjustable will be directed towards the right side cab window
- Six (6) fixed outlets will be directed at the windshield

The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

Cab/Crew Auxiliary Heater

There will be one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in each outboard rear facing seat risers with a dual scroll blower. An aluminum plenum incorporated into the cab structure used to transfer heat to the forward positions.

Air Conditioning

A condenser will be a 59,644 BTU output that meets and exceeds the performance specification will be mounted on the radiator.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The rear plenum will be covered with a formed plastic cover.

The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the forward plenum cover per the following:

- Four (4) will be directed towards the seating position on the left side of the cab
- Four (4) will be directed towards the seating position on the right side of the cab

Adjustable air outlets will be strategically located on the rear plenum cover per the following:

- Minimum of five (5) will be directed towards crew cab area

A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be secured with four (4) screws.

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

Climate Control

An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control.

The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature.

The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position.

The system controller will be located within panel position #12.

Gravity Drain Tubes

Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.

SUN VISORS

Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be no retention bracket provided to help secure each sun visor in the stowed position.

GRAB HANDLES

A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handles will be securely mounted to the post area between the door and windshield.

ENGINE COMPARTMENT LIGHTS

There will be two (2) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

These light(s) will be activated automatically when the cab is raised.

ACCESS TO ENGINE DIPSTICKS

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) Southco C2 black powder coated flush latch will be provided on the access door.

FRONTAL IMPACT PROTECTION

The cab will be provided with a frontal impact protection system and will include the following:

- A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a frontal impact event.
- A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system.
- A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the three (3)-point seat belt.

- A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the three (3)-point seat belt.
- Driver and front passenger suspension seats will be provided with devices to retract them to the lowest travel position during a frontal impact event.
- Driver and front passenger seat belts will be provided with pre-tensioners to remove slack from the seat belt during frontal impact event.

The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected.

The SRS system will deploy the following components in the event of a frontal or oblique impact event:

- Driver side front air bag.
- Passenger side knee bolster air bag.
- Driver and front passenger suspension seats will be retracted to the lowest travel position.
- Driver and front passenger seat belts will be pre-tensioned to firmly hold the occupant in place.

SEATING CAPACITY

The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be six (6).

DRIVER SEAT

A seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat will be furnished with a 3-point, shoulder type seat belt.

OFFICER SEAT

A seat will be provided in the cab for the passenger. The seat will be a cam action type, with air suspension. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the frontal impact protection system:

- A suspension seat safety system will be included. When activated, this system will pretension the seat belt and then retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt.

REAR FACING LEFT SIDE CABINET

A rear facing cabinet will be provided in the crew cab at the left side outboard position.

The cabinet will be 23.00" wide x 34.00" high x 26.75" deep with one (1) Amdor rollup door with anodized finish, locking with #751 key. The frame to frame opening will be 16.00" wide x 28.75" high. The minimum clear door opening of the cabinet will be 13.25" wide x 22.87" high.

The cabinet will include one (1) infinitely adjustable shelf with a 0.75" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will also provide access from outside the cab with one (1) double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. A pneumatic stay arm will be provided as a door stop. The door will be located on the side of the cab over the wheelwell. The clear door opening will be 17.00" wide x 29.25" high.

The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

CABINET LIGHT

There will be one (1) white LED strip light installed on the left side of the exterior cabinet door opening and one (1) white LED strip light installed on the right side of the interior cabinet door opening. The lights will be controlled by an automatic door switch.

REAR FACING RIGHT SIDE CABINET

A rear facing cabinet will be provided in the crew cab at the right side outboard position.

The cabinet will be 22.00" wide x 34.00" high x 26.75" deep with one (1) Amdor rollup door with anodized finish, locking with #751 key. The frame to frame opening will be 15.00" wide x 28.75" high. The minimum clear door opening of the cabinet will be 12.25" wide x 22.87" high.

The cabinet will include one (1) infinitely adjustable shelf with a 0.75" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will also provide access from outside the cab with one (1) double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. A pneumatic stay arm will be provided as a door stop. The exterior clear door opening will be 17.00" wide x 29.25" high.

The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame.

The cabinet will be constructed of smooth aluminum, and painted to match the cab interior.

CABINET LIGHT

There will be one (1) white LED strip light installed on the right side of the exterior cabinet door opening and one (1) white LED strip light installed on the left side of the interior cabinet door opening. The lights will be controlled by an automatic door switch.

FORWARD FACING DRIVER SIDE OUTBOARD SEAT

There will be one (1) forward facing, foldup seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be a minimum of 17.00" from the front of the cushion to the face of the seat back and designed with EVC (elastomeric vibration control).

The seat back will be an SCBA style with 90 degree back. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING CENTER SEATS

There will be two (2) forward facing seats provided at the center position in the crew cab. The seat backs will be high back style with 9 degree fixed recline angle. For optimal comfort, the seats will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seats will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) forward facing, foldup seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be a minimum of 17.00" from the front of the cushion to the face of the seat back and designed with EVC (elastomeric vibration control).

The seat back will be an SCBA style with 90 degree back. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will be furnished with a 3-point, shoulder type seat belt.

SEAT UPHOLSTERY

All seat upholstery will be gray Turnout Tuff material.

AIR BOTTLE HOLDERS

All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant

to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G.

There will be a quantity of three (3) SCBA brackets.

SEAT BELTS

All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of applicable NFPA and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

The 3-point shoulder type belts will also include the ReadyReach D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

Any flip up seats will include a 3-point shoulder type belts only.

To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

CAB DOME LIGHTS

There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.

ENHANCED SOFTWARE FOR CAB AND CREW CAB DOME LIGHTS

The cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors are closed.

The dome lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.

MAP LIGHT

There will be one (1) Federal Littlite® LED map light(s) provided in the cab and located in front of the officer's position. Each map light will have a on/off switch with a 18.00" long flexible neck that exits the top of the chassis mount. The map light(s) wiring will exit from the bottom of the chassis mount.

Each light will be provided with red and white LEDs.

The light switch(es) will be connected directly to the battery switched power.

CAB INSTRUMENTATION

The cab instrument panel include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

Gauges

The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:

- Voltmeter gauge (volts):
 - Low volts (11.8 VDC)
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
 - High volts (15.5 VDC)
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
 - Very low volts (11.3 VDC)
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
 - Very high volts (16.0 VDC)
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
 - Low fuel (1/8 full)
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
 - Very low fuel (1/32 full)
 - Red caution indicator on the information center with steady alarm
 - Amber caution light on gauge assembly
- Engine Oil pressure Gauge (PSI):

- Low oil pressure to activate engine warning lights and alarms
 - Red caution indicator on the information center with steady alarm
 - Amber caution light on gauge assembly
- Front Air Pressure Gauges (PSI):
 - Low air pressure to activate warning lights and alarm
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- Rear Air Pressure Gauges (PSI):
 - Low air pressure to activate warning lights and alarm
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- Transmission Oil Temperature Gauge (Fahrenheit):
 - High transmission oil temperature activates warning lights and alarm
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
- Engine Coolant Temperature Gauge (Fahrenheit):
 - High engine temperature activates an engine warning light and alarms
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
 - Low fluid (1/8 full)
 - Amber indicator light in gauge dial

All gauges will perform prove out at initial power-up to ensure proper performance.

Indicator Lamps

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Aux brake overheat (Auxiliary brake overheat)
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)

- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

- High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

Indicator Lamp and Alarm Prove-Out

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defroster, and air conditioning control panel.

Turn signal arm: A self-canceling turn signal with high beam headlight controls will be provided.

Windshield wiper control will have high, low and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

Custom Switch Panels

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.

Diagnostic Panel

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- Roll sensor diagnostic port
- Command Zone USB diagnostic port
- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

Cab LCD Display

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

The upper right section will display the following, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

AIR RESTRICTION INDICATOR

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

"DO NOT MOVE APPARATUS" INDICATOR

A Whelen, Model M2R flashing red indicator light with a chrome bezel, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a steady tone alarm when the parking brake is released.

DO NOT MOVE TRUCK MESSAGES

Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

SWITCH PANELS

The emergency light switch panel will have a master switch for ease of use plus individual switches for selective control. Each switch panel will contain eight (8) membrane-type switches each rated for one million (1,000,000) cycles. Panels containing less than eight (8) switch assignments will include non-functioning black appliques. The built-in switch panels will be located in the lower console or overhead console of the cab.

Additional switch panel(s) will be located in the overhead position(s) above the windshield or in designated locations on the lower instrument panel layout.

The switches will be membrane-type and also act as an integral indicator light. For quick, visual indication the entire surface of the switch will be illuminated white whenever back lighting is activated and illuminated green whenever the switch is active. An active illuminated switch will flash when interlock requirements are not met or device is actively being load managed. For ease of use, a two (2)-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed in the center of the switch. The label will allow light to pass through the letters for ease of use in low light conditions.

WIPER CONTROL

Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls. The control will be located in the left hand pod of the steering wheel.

HOURLMETER - AERIAL DEVICE

The following aerial hour meter messages will be included in the information centers:

- Aerial Hours, that keeps track of the time the aerial device is in motion.
- Aerial PTO Hours, that keeps track of the time the aerial master switch is on and the aerial PTO is engaged.

AERIAL MASTER

There will be a master switch for the aerial operating electrical system provided.

AERIAL PTO SWITCH

A PTO switch for the aerial with indicator light will be provided.

SPARE CIRCUIT

There will be three (3) dual USB fast charge socket mounts installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery switched power.
- The negative wire will be connected to ground.
- Wires will be protected to 4.8 amps at 12 volts DC.
- The USB socket mount will be officer's side dash and rear of the engine tunnel each side.
- Termination will be a dual USB charger socket.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is applied.

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the isolated battery

- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate officer side dash area
- Termination will be with 3/8" studs and plastic covers
- Wires will be sized to 125 percent of the protection

Battery direct loads cannot be Load Managed

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the ignition switched power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate officer side dash area
- Termination will be with 15 amp, power point plug with rubber cover
- Wires will be sized to 125 percent of the protection

The circuit(s) may be load managed when the parking brake is set.

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the isolated battery
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate behind officer seat
- Termination will be with heat shrinkable butt splicing
- Wires will be sized to 125 percent of the protection

Battery direct loads cannot be Load Managed

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate EMS Cpmartment
- Termination will be with a 10-place bus bar with screws and removable cover
- Wires will be sized to 125 percent of the protection

Battery direct loads cannot be Load Managed

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate behind officer seat
- Termination will be with a 10-place bus bar with screws and removable cover
- Wires will be sized to 125 percent of the protection

Battery direct loads cannot be Load Managed.

STEREO RADIO

There will be one heavy duty AM/FM / Weatherband / Bluetooth stereo radio. The radio will be installed within reach of the officer. There will be 5.25" speakers installed one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab. The antenna will be a roof-mounted rubber antenna located in an open space, on the cab roof.

The following Jensen features will be included:

- 180 watts max power (45W x 4); 100 watts RMS (25W x 4)
- Bluetooth® streaming audio (A2DP/AVRCP)
- Weatherband
- AM/FM tuner with 30 presets
- Audio settings (volume/bass/treble/balance/fade)
- Toggle switch between day and night display
- Daylight-readable, segmented LCD
- Two-wire power with non-volatile memory and clock support
- Low battery alert

INFORMATION CENTER

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 158 degrees Fahrenheit
- LCD optically bonded to hardened AR glass lens
- Five weather resistant user interface switches
- Grey with black accents
- Sunlight Readable
- Linux operating system

- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

General Screen Design

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

Home/Transit Screen

This screen will display the following:

- Vehicle Mitigation (if equipped)
- Water Level (if the water level system includes compatible communications to the information center)
- Foam Level (if the foam level system includes compatible communications to the information center)
- Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer
- Active Alarms

On Scene Screen

This screen will display the following and will be auto activated with pump engaged (if equipped):

- Battery Voltage
- Fuel
- Oil Pressure
- Coolant Temperature
- RPM

- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

Virtual Buttons

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

Page Screen

The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
 - Faults
 - Listed by order of occurrence
 - Allows to sort by system
 - Interlock
 - Throttle Interlocks
 - Pump Interlocks (if equipped)
 - Aerial Interlocks (if equipped)
 - PTO Interlocks (if equipped)
 - Load Manager
 - A list of items to be load managed will be provided. The list will provide a description of the load.
 - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
 - The screen will indicate if a load has been shed (disabled) or not shed.
 - "At a glance" color features are utilized on this screen.
 - Systems
 - Command Zone
 - Module type and ID number
 - Module Version
 - Input or output number
 - Circuit number connected to that input or output
 - Status of the input or output
 - Power and Constant Current module diagnostic information
 - Foam (if equipped)
 - Pressure Controller (if equipped)
 - Generator Frequency (if equipped)
 - Live Data
 - General Truck Data

- Maintenance
 - Engine oil and filter
 - Transmission oil and filter
 - Pump oil (if equipped)
 - Foam (if equipped)
 - Aerial (if equipped)
- Setup
 - Clock Setup
 - Date & Time
 - 12 or 24 hour format
 - Set time and date
 - Backlight
 - Daytime
 - Night time
 - Sensitivity
 - Unit Selection
 - Home Screen
 - Virtual Button Setup
 - On Scene Screen Setup
 - Configure Video Mode
 - Set Video Contrast
 - Set Video Color
 - Set Video Tint
- Do Not Move
 - The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated
 - Driver Side Cab Door
 - Passenger's Side Cab Door
 - Driver Side Crew Cab Door
 - Passenger's Side Crew Cab Door
 - Driver Side Body Doors
 - Passenger's Side Body Doors
 - Rear Body Door(s)
 - Ladder Rack (if applicable)
 - Deck Gun (if applicable)
 - Light Tower (if applicable)
 - Hatch Door (if applicable)
 - Stabilizers (if applicable)
 - Steps (if applicable)
- Notifications
 - View Active Alarms
 - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
 - Silence Alarms - All alarms are silenced

- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)
- Ascendant Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

COLLISION MITIGATION

There will be a HAAS Alert®, Model HA7 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA7 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degree C to 85 degree C.

The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.

While responding with emergency lights on, the HA7 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.

While on scene with emergency lights on, the HA7 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.

The HA7 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription.

Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

VEHICLE DATA RECORDER

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off

- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Internal clock syncs the time and date when a laptop is connected

SEAT BELT MONITORING SYSTEM

A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display and in the center overhead of the cab instrument panel. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The seat belt monitoring screen will become active on the Command Zone color display when:

- The home screen is active:
 - and there is any occupant seated but not buckled or any belt buckled with an occupant.
 - and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated.

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

RADIO ANTENNA MOUNT

There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed on the right side on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the instrument panel area. A weatherproof cap will be installed on the mount.

VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) Analog High Definition (AHD) black camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.
- One (1) AHD camera located on the right side of the apparatus, pointing rearward, displayed automatically with the right side turn signal.
- One (1) AHD camera located on the left side of the apparatus, pointing rearward, displayed automatically with the left side turn signal.

The camera images will be displayed on a 7.00" High Definition (HD) display located in view of the driver on the dash. The display will include manual camera activation capability and audio from the rear camera only.

The following components will be included:

- One (1) HD700136DC Display

- One (1) 1080p AHD Rear camera
- Two (2) 1080p AHD Side cameras
- All necessary cables

CAMERA SWITCHER

A camera switcher is not required.

ELECTRICAL POWER CONTROL SYSTEM

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

Solid-State Control System

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules, electronic control modules to include black housings, a power indicator and status indicator located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic

- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field programmable to accommodate changes to the vehicle's operating parameters

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40C to +70C
- Storage temperature from -40C to +70C
- Vibration to 50g

IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)

Operating voltage from eight (8) volts to 32 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

Circuit Protection and Control Diagram

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

On-Board Electrical System Diagnostics

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

Advanced diagnostic feature will be provided in this control system. From the Command Zone display or connected wireless device, these features allow the user to monitor the real-time status of every input or output on the vehicle. It also allows users logged in as an administrator to force on inputs or outputs to assist the troubleshooting process.

TCU Module with WiFi

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will communicate through a black WiFi antenna allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.

The TCU capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data TCU will provide up to 2 Gigabytes of data storage.

The TCU will provide a means to download the TCU information and update software in the device.

Indicator Light and Alarm Prove-Out System

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

Voltage Monitor System

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

Dedicated Radio Equipment Connection Points

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment. The studs will consist of the following:

- 12-volt 40-amp battery switched power
- 12-volt 60-amp ignition switched power
- 12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

EMI/RFI Protection

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial

(incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

ELECTRICAL SYSTEM PROGNOSTICS

There will be a software based vehicle tool provided to predict remaining life of the vehicles critical fluid and events.

The system will send automatic indications to the Command Zone™ information center and/or wireless enabled devices to proactively alert of upcoming service intervals.

Prognostics will include the following:

- Engine oil and filter
- Transmission oil and filter

ELECTRICAL

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.

6. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

BATTERY SYSTEM

Five (5) 12 volt, Stryten/Exide, Model 31S950X3W, group 31 batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Rating of 4750 CCA at 0 degrees Fahrenheit
- 950 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

ISOLATED BATTERY

One (1) 12 volt, Exide, Model 31S950X3W, battery will be provided for voltage sensitive components. A battery isolator appropriately suited for the battery capacity will be supplied.

BATTERY SYSTEM

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

MASTER BATTERY SWITCH

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

BATTERY COMPARTMENTS

Batteries will be placed on non-corrosive mats and be stored in well ventilated compartments located under the cab and bolted directly to the chassis frame. The battery boxes will have reinforced sides. The battery compartments will be constructed of 0.188" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel.

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

JUMPER STUDS

One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

BATTERY CHARGER

There will be an IOTA, Model DLS 75, 75 amp battery charger with IQ4 controller provided.

The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to this battery charger.

The battery charger will be located in the cab behind the driver seat.

REMOTE CONTROL PANEL - BATTERY CHARGER

There will be a Kussmaul™, Model 091-94-12 universal display panel included. It will be wired directly to the chassis batteries.

The battery charger indicator will be located on the driver's seat riser.

AUTO EJECT FOR SHORELINE

There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to the battery charger.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of bumper extension.

ALTERNATOR

A Delco Remy®, Model 55SI, alternator will be provided. It will have a rated output current of 430 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

ELECTRONIC LOAD MANAGER

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system.

For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed.

The system will include the following features:

- System voltage monitoring.
- A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off.
- Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- High Idle to activate before any electric loads are shed and deactivate with the service brake.
 - If enabled:
 - "Load Man Hi-Idle On" will display on the information center.
 - Hi-Idle will not activate until 30 seconds after engine start up.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center indicates system voltage.

The information center, where applicable, includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
 - ON = not shed
 - SHED = shed

SEQUENCER

A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed.

Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order.

Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals:

- Cab Heater and Air Conditioning
- Crew Cab Heater (if applicable)
- Crew Cab Air Conditioning (if applicable)
- Exhaust Fans (if applicable)
- Third Evaporator (if applicable)

HEADLIGHTS

There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside light on each side will contain a part number 055***1 low beam module
- the inside light on each side will contain a part number 055***1 high beam module
- the headlights to include chrome bezels

The low beam lights will be activated when the headlight switch is on.

The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.

DIRECTIONAL LIGHTS

There will be two (2) Whelen®, Model 604T*, amber LED populated directional lights provided on the front of the cab, above the headlights.

Each light will be housed in the same quad common bezel as the front warning light.

The lens color(s) to be clear.

The flash pattern of the directional lights will be Steady On (Arrow).

INTERMEDIATE LIGHT

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

CAB CLEARANCE/MARKER/ID LIGHTS

There will be five (5) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.

FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS

There will be two (2) Weldon, Model 9186-8580-29, amber LED lights installed front of the cab door, one (1) on each side of the cab.

The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be three (3) LED identification lights located at the rear installed per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

The lights will be mounted with no guard.

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

MARKER LIGHTS

There will be one (1) pair of amber and red LED marker lights with rubber arm, located at the rear most lower corner of the body. The amber lens will face the front and the red lens will face the rear of the truck.

These lights will be activated with the running lights of the vehicle.

REAR FMVSS LIGHTING

The rear stop/tail and directional lighting included in the rear tail light housing will include the following:

- Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs
- Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern.
- The lens color(s) to be clear.

There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.

LICENSE PLATE BRACKET

One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus.

One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

LIGHTING BEZEL

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

BACK-UP ALARM

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

CAB PERIMETER SCENE LIGHTS

There will be four (4) Truck-Lite, Model 6060C, white LED lights with grommets provided, one (1) for each cab and crew cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

PUMP HOUSE PERIMETER LIGHTS

There will be two (2) Truck-Lite, Model 6060C, white LED lights with grommets provided under the pump panel running boards, one (1) each side.

The lights will be controlled by the same means as the body perimeter lights.

BODY PERIMETER SCENE LIGHTS

There will be one (1) Truck-Lite, Model 6060C, 6.00" x 2.00" oval LED 12 volt DC lights with Model 60700, grommets provided under the side turntable access steps.

The perimeter scene lights will be activated when the parking brake is applied.

ENHANCED SOFTWARE FOR PERIMETER LIGHTS

All perimeter lights will be deactivated when the parking brake is released unless alternate control is selected.

The cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors closed.

12 VOLT LIGHTING

There will be a HiViz Model FT-B-72-*-* , 2.56" high x 72.69" long x 3.31" deep 21,067 effective lumens 12 volt DC light with white LEDs configured with a combination of flood and spot optics provided on brackets in front of the cab roof.

The painted parts of the light housing and brackets to be painted job color.

The light will be activated by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel.

The light may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) HiViz®, Model FT-GESM, 20,500 equivalent lumens 8.65" high x 10.61" wide x 2.78" deep light(s) with white LEDs installed on the cab upper rear corner of the crew cab, driver's side. The light(s) to include black optic holders, black bezels and black fixture body.

The light(s) will be activated by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) HiViz®, Model FT-GESM, 20,500 equivalent lumens 8.65" high x 10.61" wide x 2.78" deep light(s) with white LEDs installed on the cab upper rear corner of the crew cab, passenger's side. The light(s) to include black optic holders, black bezels and black fixture body.

The light(s) will be activated by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

COVER/STEP OVER LIGHT ONTO A HORIZONTAL SURFACE

There will be two (2) housings fabricated from aluminum treadplate installed on the apparatus over the body scene lights for the lights. The cover will be removable for light adjustment and wire protection. The cover will be sized accordingly so to be used as a stepping surface.

12 VOLT LIGHTING

There will one (1) HiViz Model FT-B-46-*-* , 13,306 lumens 2.56" high x 46.00" long x 2.45" deep 12 volt DC light(s) with white LEDs and with a combination of spot, and flood optics installed on the apparatus located, on the upper apparatus body, passenger's side.

The painted parts of the light housing and brackets to be black.

The light(s) will be controlled by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will one (1) HiViz Model FT-B-46-*-* , 13,306 lumens 2.56" high x 46.00" long x 2.45" deep 12 volt DC light(s) with white LEDs and with a combination of spot, and flood optics installed on the apparatus located, on the upper apparatus body, driver's side.

The painted parts of the light housing and brackets to be black.

The light(s) will be controlled by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

HOSE BED LIGHTS

There will be two (2), 40.00" long 12 volt DC light strips with white LEDs, provided to illuminate the hose bed per the following.

- One (1) light installed on the left side of the hose bed.
- One (1) light installed on the right side of the hose bed.

There will be a 16 gauge bright stainless steel overhead cover with 45 degreed ends provided over the light to protect the light from the hose and the hose from damaging snags.

The lights will be activated when the parking brake is applied.

WALKING SURFACE LIGHT

There will be Model FRP, 4" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body.

The light(s) will be activated when the body step lights are on.

WATER TANK

It will have a capacity of 500 gallons and will be constructed of polypropylene plastic in a rectangular shape.

The joints and seams will be nitrogen welded inside and out.

The tank will be baffled in accordance with the current edition of applicable NFPA standards.

The baffles will have vent openings at both the top and bottom of each baffle to permit movement of air and water between compartments.

The longitudinal partitions will be constructed of .38" polypropylene plastic and extend from the bottom of the tank through the top cover to allow positive welding.

The transverse partitions extend from 4" off the bottom to the underside of the top cover.

All partitions interlock and will be welded to the tank bottom and sides.

The tank top will be constructed of .50" polypropylene.

It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

It will be supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions.

Two of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump will be provided at the bottom of the water tank. The sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated "cradle" assembly constructed of structural steel.

Sufficient crossmembers are provided to properly support bottom of tank.

Crossmembers are constructed of steel bar channel or rectangular tubing.

Tank "floats" in cradle to avoid torsional stress caused by chassis frame flexing.

Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops are provided to prevent an empty tank from bouncing excessively while moving vehicle.

Tank mounting system is approved by the manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

HOSE BED

The hose bed will be fabricated of .125" 5052-H32 aluminum with a tensile strength range of 31,000 to 38,000 psi.

The sides of the hose bed will not form any portion of the fender compartments.

The upper and rear edges of the hose bed side panels will have a double break for rigidity.

There will be a hose bed located ahead of the ladder turntable, between the right side sheet and the water tank.

There will be a hose bed located to the rear of the left side body compartments.

A fixed hose bed divider will be provided to separate the hose.

Hose removal will be via chutes at the left and right side of the body under the turntable area.

The hose bed flooring will consist of removable aluminum grating with a top surface that is perforated to aid in hose aeration.

The hose bed/cargo area walls will be unpainted and dual action finished.

Hose bed capacity will accommodate 1000' of 5.00" hose and 600' of 3.00" hose.

AERIAL HOSE BED HOSE RESTRAINT

The hose in the hose beds will be restrained by black nylon Velcro® straps at the top of the hose bed and 1.00" black nylon web design with a 2.00" box pattern at the rear of the hose beds. The Velcro strap will be installed to the top of the hose bed side sheets. The rear webbing will have 1.00" web straps that loop through footman loops and fasten with spring clip and hook fasteners.

RUNNING BOARDS

A running board will be provided on each side of the front body to allow access to the backboard/crosslay storage area. The running boards will be designed with a grip pattern punched into .125" bright aluminum treadplate material providing support, slip resistance, and drainage.

HANDRAILS

The handrails will be 1.25" diameter anodized aluminum extrusion, with a ribbed design, to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

- Two (2) handrails will be provided, one above each running board.

TURNTABLE STEPS

Access to the turntable will be provided by a set of swing-down steps on the left side of the truck. There shall be no bottom flip step provided. The bottom step will have a step height not exceeding 24.00" from the ground to the top surface of the step at any time. All steps will have a height no greater than 14.00" from top surface to top surface.

The access steps will be located rearward of the compartmentation.

The swing down step assembly will be constructed of D/A finished aluminum with bright aluminum treadplate steps. The steps shall have a punched grip pattern design.

The stepwell will be lined with bright aluminum treadplate to act as scuffplates.

There will be a Southco raised trigger C2 chrome lever latch provided on the access door within the step well.

The step assembly will be stowed with black rubber plungers.

A knurled aluminum handrail will be provided on each side of the access steps.

Holes will be provided in each side step plate for hand holds.

The steps will be connected to the "Do Not Move Truck" indicator in the cab.

STEP LIGHTS

There will be three (3) white P25 LED step lights provided for the aerial turntable access steps.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The step lights will be activated by when the parking brake is applied.

SMOOTH ALUMINUM REAR WALL

The rear wall will be smooth aluminum.

TOW EYES

Two (2) rear painted tow eyes will be located at the rear of the apparatus and will be mounted directly to the frame rails. The inner and outer edges of the tow eyes will be radiused. Each tow eye will be rated for 9000lb. The tow eyes will be painted to match the lower job color.

COMPARTMENTATION

Compartmentation will be fabricated of 0.125" 5052 aluminum.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided. For prevention of rust pockets and ease of maintenance, the fender liners will be formed from aluminum and removable for maintenance.

Compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear and outward side. These covers will have the corners welded.

Side compartment covers will be separate from the compartment tops.

All screws and bolts, which are not Grade 8, will be stainless steel and where they protrude into a compartment will have acorn nuts on the ends to prevent injury.

UNDERBODY SUPPORT SYSTEM

The backbone of the body support system will begin with the aerial torque box which is the strongest component of the apparatus and is designed for sustaining maximum loads.

An aluminum body structure will be mounted to the aerial torque box at three (3) points to create a floating substructure which will result in an 800 lb equipment support rating per lower compartment and provide up to 0.31" accumulative floor thickness.

The three (3) point body mounting system will consist of two (2) points in the front and one (1) in the rear. The front mounts will attach to the top of the stabilizer H-box, and the rear mount will attach to the rear of the torque box at the chassis centerline.

The body structure will be mounted with neoprene elastomer isolators. These isolators will have a broad load range, proven viability in vehicular applications, be of a fail-safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The combination of the three (3) point mounting system and elastomer isolators allow the chassis and torque box to flex without driving loads into the body.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

LOUVERS

All body compartments will be vented to provide one (1) way airflow out of the compartment that prevents water and dirt from gaining access to the compartment.

TESTING OF BODY DESIGN

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis, model analysis, and strain gauging have been performed with special attention given to fatigue, life and structural integrity of the body and substructure.

The body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.
- Driving the vehicle on at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

LEFT SIDE COMPARTMENTATION

The full height roll-up door compartment ahead of the rear wheels will be 39.19" wide x 63.00" high x 26.00" deep inside the lower 26.25" of compartment height and 17.25" deep inside the upper portion with a clear door opening of 36.44" wide x 56.00" high.

There will be one (1) roll-up door compartment above the wheel well and stabilizer. The compartment will be 83.88" wide x 25.25" high x 17.25" deep inside with a clear door opening of 81.12" wide x 19.75" high.

Both compartments will include a drip pan below the roll of the door.

A full height roll-up door compartment behind the rear wheel will be 45.12" wide x 57.00" high x 26.00" deep inside the lower 25.50" of compartment height and 17.25" deep in the upper portion with a clear door opening of 43.38" wide x 50.00" high.

The compartment will include a drip pan below the roll of the door.

RIGHT SIDE COMPARTMENTATION

There will be a roll-up door compartment ahead of the rear wheels that will be 39.19" wide x 28.75" high x 26.00" deep inside with a clear door opening of 36.44" wide x 20.25" high.

This compartment will include a drip pan below the roll of the door.

The rear roll-up door compartment behind the rear wheel will be 69.00" wide x 28.75" high x 26.00" deep with a clear door opening of 67.25" wide x 20.63" high.

The compartment will include a drip pan below the roll of the door.

The area above the compartments will be used for ladder and hose storage.

The side sheet will be located near the outer edge of the body.

The hose bed will be open at the top for easy packing of hose.

REAR COMPARTMENT

A compartment will be provided at the rear of the unit.

Compartment will be 27.75" wide x 35.00" high x 26.25" deep with a clear door opening of 25.00" wide x 29.50" high.

The compartment will be furnished with a satin finish roll-up door.

ROLLUP DOOR, SIDE COMPARTMENTS

There will be seven (7) compartment doors installed on the side compartments. The doors will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by Gortite®.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Doors will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

REAR BUMPER

An aluminum rub rail will be provided at the rear of the unit. It will extend the full width of the body.

COMPARTMENT LIGHTING

There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

MOUNTING TRACKS

There will be recessed tracks installed vertically to support the adjustable shelf(s).

Tracks will not protrude into any compartment in order to provide the greatest compartment space and widest shelves possible.

The tracks will be provided in each compartment except for the one that contains the pump operator's panel.

ADJUSTABLE SHELVES

There will be six (6) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be in LS1 at the depth transition point, in RS1 at the transition point, in RS3 at the transition point, in RS2 centered between the floor and the ceiling, in LS3 at the depth transition point and in B2 centered between the floor and ceiling.

SLIDE-OUT FLOOR MOUNTED TRAY

There will be four (4) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be RS1, RS3, LS1 and LS3.

SWING OUT TOOLBOARD

A swing out aluminum toolboard will be provided.

It will be a minimum of .188" thick with .281" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the front of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 lb.

The board will have positive lock in the stowed and extended position.

The board will have a D-ring handle to secure it in the stowed position.

The board will be mounted on adjustable tracks from front to back within the compartment.

There will be One (1) toolboard(s) provided. The toolboard(s) will be spatter gray painted and installed in LS2 full height and width.

RUB RAIL

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 3.12" high with 1.50" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

BODY FENDER CROWNS

Polished stainless steel fender crowns will be provided around the rear wheel openings.

An unpainted fender liner will be provided to avoid paint chipping. The liners will be removable to aid in the maintenance of rear suspension components.

A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion.

HARD SUCTION HOSE

Hard suction hose will not be required.

HANDRAILS

The handrails will be 1.25" diameter knurled aluminum to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails..

Handrails will be located on the front of the body in positions needed to meet NFPA requirements.

AIR BOTTLE STORAGE

A total of two (2) air bottle compartments will be provided and located on the left side ahead of the rear wheel and on the left side behind the rear wheel. The air bottle compartment will be a minimum of 15.00" wide x 7.50" tall x 26.00" deep. A brushed stainless steel door with a chrome plated flush lift & turn latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

EXTINGUISHER STORAGE

A quantity of one (1) extinguisher compartments will be provided on the right side rearward of the rear wheels. The extinguisher compartment will be in the form of an 8.50" square tube and of adequate depth to accommodate different size extinguishers. A brushed stainless steel door with a chrome plated flush lift & turn latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners, and the body sheet metal.

Inside the compartment, black rubber matting will be provided. There will also be a drain hole for each compartment.

AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in three (3) air bottle compartment/s to contain the air bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment and located all air bottle compartments .

OIL DRY HOPPER

A total of one (1) sliding storage compartment(s) for storage of oil absorbent material will be provided in the fender panel(s) passenger's side forward of the rear wheel.

The hopper will be designed for maximum capacity.

The oil hopper bin will slide in and out on a track located inside this fender panel compartment. A chute for dispensing the material will be provided on the bottom of the bin. The absorbent material will discharge at the bottom of the bin, only when the compartment is extended outside of the vehicle. A chrome grab handle will be provided on the bin to slide the bin out of the fender compartment.

An aluminum treadplate fill cover with a magnetic latch will be provided on top of the hopper bin.

A brushed stainless steel door with flush lift and turn latch will be provided on the exterior of the compartment. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

EXTENSION LADDER

There will be a 35' three (3) section aluminum Duo-Safety Series 1225-A extension ladder provided.

AERIAL EXTENSION LADDER

There will be one (1) 24' two (2) section aluminum Series 900-A extension ladder(s) provided and located in the ladder storage compartment.

ROOF LADDERS

There will be two (2) 16' aluminum Duo-Safety Series 875-A roof ladders provided.

ADDED ROOF LADDER

There will be one (1) 14' roof, aluminum, Series 775-A provided.

AERIAL FOLDING LADDER

There will be one (1) 10' aluminum Duo-Safety Series 585-A folding ladder(s) provided and located in the ladder storage compartment.

GROUND LADDER STORAGE

Ladder tunnels will be provided at the rear of the apparatus on either side of the turntable.

Tunnels will be capable of holding up to two (2) roof ladders on the driver side and up to two (2) extension ladders on the passenger side.

The ladders will be held captive top and bottom by stainless steel tracks. A polyethylene wear plate will be provided to prevent ladders from being scuffed by contacting metal parts. The plate will be mounted to the bottom of the entrance area of the ladder tunnels.

All ladders will be removable individually without having to remove any other ladder.

A Velcro® strap will be provided to help contain the ladders.

A smooth aluminum door, with D-ring latch will be provided on each ladder tunnel.

AIR BOTTLE STORAGE

There will be an air bottle storage compartment provided next to the driver side ground ladder storage. The compartment will be vertically arranged to store three (3) air bottles. Each air bottle slot will be 7.50" high x 7.375" wide x 23.00" deep.

The compartment will be contained by the ladder storage door.

LADDER STORAGE LIGHTING

There will be one (1) Truck Lite Model 44042C, 4.00" white LED lights with Model 40700, grommets used to illuminate the torque box ladder storage compartment. One (1) located to the side in each ladder storage compartment to illuminate the door opening area.

The lights will be activated when the ladder storage compartment door is opened.

BACKBOARD STORAGE

A transverse area over the pump and forward of the cargo area will hold two (2) storage troughs.

A blister will be supplied at each side to enclose the backboards due to their length.

The backboards will be accessible from either side of the vehicle through the aluminum treadplate door(s) with a pair of flush lift and turn latches. The door(s) will be hinged along the forward edge.

The size of the backboard(s) to be stored will be 72.00" long x 18.00" wide x 2.00" high.

PIKE POLES

There will be two (2) Fire Hooks Unlimited, Model APH-12, 12' pike pole(s) with fiberglass handles provided. The pike pole(s) will be located in the ladder storage area.

8' PIKE POLE

There will be two (2) Fire Hooks Unlimited APH-8, 8' pike pole(s) with fiberglass handles and gas shut off end provided.

6 FT PIKE POLE

There will be two (2) Fire Hooks Unlimited NY roof hook RH-6, 6" pike pole(s) with steel shaft and gas shut off end provided.

40" PIKE POLE

There will be two (2) Fire Hooks Unlimited Model NHFG-40" pike pole with D handle provided.

PIKE POLE STORAGE IN TORQUE BOX/LADDER STORAGE

There will be ABS tubing provided in the torque box/ladder storage area for a total of six (6) pike poles.

If the head of a pike pole can come into contact with a painted surface, a stainless steel scuffplate will be provided.

PIKE POLE STORAGE

Aluminum tubing will be used for the storage of six (6) pike poles and will be located in ladder storage compartment. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided.

STEP

A folding step will be provided on the passenger's side front compartment bulkhead for access to the hose bed. The step will be bright finished, non-skid with a black tread coating on the stepping surface. The step will incorporate an LED light to illuminate the stepping surface. The step can be used as a hand hold with two openings wide enough for a gloved hand.

There will be one (1) bright aluminum treadplate cover/step/s provided and installed in cargo area within the cargo area over the pump. The step will be reinforced for walking.

PUC MODULE

The pump module will be separate from the hose body and compartments so that each may flex independently of the other. It will be a fabricated assembly of aluminum tubing, angles and channels which supports both the plumbing and the side running boards.

The pump module will be mounted on the chassis frame rails with standard body angles in four places to allow for chassis frame twist.

Pump module, plumbing and gauge panels will be removable from the chassis in a single assembly.

PUMP CONTROL PANELS (LEFT SIDE CONTROL)

Pump controls and gauges will be located midship at the left side of the apparatus and properly identified.

The main pump operator's control panel will be completely enclosed and located in the forward section of the body compartment. There will be a roll up door to protect against road debris and weather elements. This roll-up door compartment will include a drip pan below the roll of the door. The pump operator's panels will be no more than 31.00" wide, and made in four (4) sections with the center section easily removable with simple hand tools. For the safety of the pump operator, there will be no discharge outlets or pump inlets located on the main pump operators panel.

Layout of the pump control panel will be ergonomically efficient and systematically organized. The upper section will contain the master gauges. This section will be angled down for easy visibility. The center section will contain the pump controls aligned in two horizontal rows. The pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable) will be located on or adjacent to the center panel, on the side walls for easy operation and visibility. The lower section will contain the outlet drains.

Manual controls will be easy moving 8" long lever style controls that operate in a vertical, up and down swing motion. These handles will have a 2.25" diameter knob and be able to lock in place to prevent valve creep under any pressure. Bright finish bezels will encompass the opening, be securely mounted to the pump operator's panel, and will incorporate the discharge gauge bezel. Bezels will be bolted to the panel for easy removal and gauge service. The driver's side discharges will be controlled directly at the valve. There will be no push-pull style control handles.

Identification tags for the discharge controls will be recessed within the same bezel. The discharge identification tags will be color coded, with each discharge having its own unique color.

All remaining identification tags will be mounted on the pump panel in chrome-plated bezels.

All discharge outlets will be color coded and labeled to correspond with the discharge identification tag.

The pump panels for the discharge and intake ports will be located ahead of the pump module with no side discharge or intake higher than the frame rail. The pump panels will be easily removable with simple hand tools.

A recessed cargo area will be provided at the front of the body, ahead of the water tank above the plumbing.

PASSENGER SIDE PUC MODULE COMPARTMENT

A full height compartment with a roll-up door ahead of the front stabilizer will be provided, as convenient large storage compartment for often used items for the crew. The interior dimensions of this compartment will be 30.25" wide x 52.00" high x 25.13" deep. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 28.00" wide x 52.00" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

This roll-up door compartment will include a drip pan below the roll of the door.

PUMP

Pump will be a Pierce, low profile, 1500 gpm single stage midship mounted centrifugal type, mounted below the cab. The pump will have a 15 percent reserve capacity to allow for extended time between pump rebuild. To ensure efficient pump/vehicle design the capacity to weight ratio will not be less than 1.5:1.

The pump casing will consist of three (3) discharge outlets, one (1) to each side in line with the impeller and one (1) to the rear. The pump casing will incorporate two (2) water strippers to maintain radial balance.

Pump will be the Class A type.

Pump will be certified to deliver the percentage of rated discharge from draft at pressure indicated below:

- 100 percent of rated capacity at 150 psi net pump pressure
- 70 percent of rated capacity at 200 psi net pump pressure
- 50 percent of rated capacity at 250 psi net pump pressure

The pump will have the capacity to deliver the percentage of rated discharge from a pressurized source as indicated below:

- 135 percent of rated capacity at 100 psi net pump pressure from a 5 psi source

Pump body will be fine-grained gray iron. Pump will incorporate a heater/cooling jacket integral to the pump housing.

The impeller will be high strength vacuum cast bronze alloy accurately machine balanced and splined to a 10 spline stainless steel pump shaft for precision fit, exceptional durability, and efficiency. Double replaceable reverse flow labyrinth type bronze wear ring design will help to minimize end thrust. The impeller will be a twisted vane design to create higher lift.

The pump will include o-ring gaskets throughout the pump.

Deep groove radial type oversize ball bearings will be provided. The bearings will be protected at the openings from road dirt and water with an oil seal and a water slinger.

The pump will have a flat, patterned area on the top of the pump intake wye to allow standing for plumbing maintenance. The main inlet manifold will be 6.00" in diameter and will have a low profile design to facilitate low crosslays and high flows.

For ease of service, the pump housing, intake wye, impeller, mechanical seal, and gear case will be accessible from above the chassis frame by tilting the cab. Removal of the main inlet wyes will provide access to the impeller, mechanical seal, and wear ring.

The tank to pump line and the primary discharge line will be the only piping required to be removed for overhaul.

For ease of service and overhaul there will be no piping or manifolding located directly over the pump.

PUMP MOUNTING

Pump will be mounted to the chassis frame rails directly below the crew cab, to minimize wheelbase and facilitate service, using rubber isolators in a modified V pattern that include one (1) central mounted isolators located between the frame rails, and one (1) on each side outside the frame rails. The mounting will allow chassis frame rails to flex independently without damage to the fire pump. Each isolator will be 2.55" in total outside diameter and will be rated at 490 lb. The pump will be completely accessible by tilting the cab with no piping located directly above the pump.

MECHANICAL SEALS

Silicon carbide mechanical seals will be provided. The seals will be spring loaded and self-adjusting. The seals will have a minimum thermal conductivity of 126 W/m*K to run cooler. Seals will have a minimum hardness of 2800 kg/mm² to be more resistant to wear, and have thermal expansion characteristics of no more than 4.0 X10⁻⁶mm/mm*K to be more resistant to thermal shock.

PUMP GEAR CASE

The integrated pump transmission gear case will use a pressure-lubricated system to cool, lubricate, and filter the oil. The gear case will be constructed of lightweight aluminum, and impregnated with resin in accordance to MIL Spec MIL-I-17563. A sight glass, accessible by tilting the cab, will be provided for easy fluid level checks.

The gear case will consist of three (3) gears to drive the pump.

CLUTCH

There will be a heavy-duty hydraulic clutch mounted directly to the integrated pump transmission to engage and disengage the pump without gear clash. The clutch will be a multiple disc design for maximum torque. The clutch will be fully self-adjusting to provide automatic wear compensation, and consistent torque throughout the life of the clutch. Positive engagement and disengagement will be provided through a high efficient and dependable hydraulic system to assure superior performance.

LOW PRESSURE/HIGH TEMPERATURE LIGHTS

Lights will be provided to indicate when a high temperature or low pressure situation occurs. Lights will be provided next to the master gauges at the pump panel as well as on the control panel in the cab. A pair of lights will be provided in each location. One light will be provided to indicate high temperature. The second light will be provided to indicate a low pressure. All lights will be labelled accordingly.

PUMPING MODE

Pump will provide for both pump and roll mode and stationary pumping mode.

Stationary pumping mode will be accomplished by stopping the vehicle, setting the parking brake and engaging the water pump switch on the cab switch panel. The transmission will shift to "Neutral" range automatically when the parking brake is set. The "OK to Stationary Pump" indicator will also illuminate when the parking brake is set.

If the vehicle is equipped with a suitable Husky foam system or Hercules CAFS system, these systems will be engaged from the cab switch panel as well.

Pump and roll mode will be accomplished by the use of the main pump and will not require the use of a secondary pump. Pump and roll mode will use the same operation sequence as stationary pumping mode with a few additional steps. After the vehicle is setup for stationary pumping, the operator will leave the cab and setup the pump panel to discharge at the desired outlet(s). Upon returning to the cab, the operator will disengage the parking brake. An "OK to Pump & Roll" indicator will illuminate on the cab switch panel. First gear on the transmission gear selector will be selected by the operator for pump and roll operations. The operator as needed will apply the foot throttle. Pump and roll mode will be maintained unless the transmission shifts out of first gear.

Stopping either stationary pumping mode or pump and roll mode will be accomplished by pressing the "Water Pump" switch down to disengage the pump.

A pump pressure reading will be displayed in view of the driver.

PUMP SHIFT

Pump will be engaged in not more than two steps, by simply setting the parking brake, which will automatically put the transmission into neutral, and activating a rocker switch in the cab. Switches in the cab will also allow for water, foam, or CAFS if equipped, and activate the appropriate system to preset parameters. The engagement will provide simple two-step operation, enhance reliability, and completely eliminate gear clash. The shift will include the indicator lights as mandated by NFPA. A direct override switch will be located behind a door in the lower pump operator's panel. The switch will automatically disengage when the door is closed.

As the parking brake is applied, the pump panel throttle will be activated and deactivate the chassis foot throttle for stationary operation.

TRANSMISSION LOCK UP

Transmission lock up is not required as transmission will automatically shift to neutral as soon as the parking brake is set.

AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. A water-to-coolant heat exchanger will be used.

INTAKE RELIEF VALVE - PUMP

An Akron Style 53 relief valve will be installed on the suction side of the pump preset at 125 psig.

The relief valve will have a working range of 50 psi to 250 psi.

The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

The relief valve pressure control will be located behind the right side pump panel with a stainless steel access door .

PIERCE PRESSURE CONTROLLER

A Pierce electronic pressure controller will be provided.

A pressure transducer will be installed in the discharge side of the water pump. The transducer continuously monitors pump pressure sending a signal to the electronic pressure controller.

The pressure controller can be used in two (2) modes of operation, RPM mode and pressure modes. The controller will be programmed to turn on/default to No Mode/Default Press Setting mode.

In the RPM mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will maintain the set engine speed, regardless of engine load (within engine operation capabilities).

In the pressure mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow.

A 2.00" diameter throttle control knob with no mechanical stops, a serrated grip, and a red idle push button in the center will be a integrated/part of the pressure controller. The throttle control knob will be programmed for Clockwise rotation to increase engine speed.

Individual LED indicators for ok to pump, throttle ready, pressure mode and rpm mode will be located on the pressure controller for easy viewing.

A pump cavitation protection feature will also provided which will return the engine to idle should the pump cavitate. Cavitation is sensed by the combination of pump pressure below 30 psi and engine speed above 2000 rpm for more than five (5) seconds.

Other safety features include recognition of low water and no water conditions with an automatic programmed response and a push button to return the engine to idle.

The pressure controller LCD screen will be 4.20" in size with a minimum brightness of 750 nits. The LCD screen and LED intensity will be automatically adjust for day and nighttime operation. The LCD screen intensity can also be manually adjusted if needed.

The following information will be provided/displayed on the LCD screen -

- Engine RPM
- Check engine and stop engine warning indicators
- Engine oil pressure
- Engine coolant temperature
- Water pump transmission temperature
- Fuel Level
- Water tank level
- Battery voltage
- Operating mode (RPM or pressure)

- Pressure or RPM setting

On screen messaging show diagnostic and warning messages as they occur. It will show apparatus information, stored data, and program options when selected by the operator. It will monitor inputs outputs and support audible and visual warning alarms for the following conditions -

- High battery voltage
- Low battery voltage/engine off
- Low battery voltage/engine running
- High water pump temperature
- Low fuel
- Low engine oil pressure
- High engine coolant temperature
- Water tank out of water (visual alarm only)
- No engine response (visual alarm only)

The pressure controller will store the accumulated operating hours for the pump and engine. These items are to be displayed within the pressure controller menu.

The pressure controller will include a USB port on the back of the controller for easy software upgrades if needed.

PRIMING PUMP

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of applicable NFPA standards.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

PUMP MANUALS

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

PLUMBING, STAINLESS STEEL AND HOSE

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

FOAM SYSTEM PLUMBING

All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

MAIN PUMP INLETS

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

Main pump inlets will not be located on the main operator's panel and will maintain a low connection height by terminating below the top of the chassis frame rail.

MAIN PUMP INLET CAP

The main pump inlets will have National Standard Threads with a long handle chrome cap.

The cap will be the Pierce VLN, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

VALVES

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

INLET CONTROL

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

LEFT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

RIGHT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the right side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

ANODE, INLET

A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.

INLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each side gated inlet.

The valves will be located behind the panel with a "T" swing style handle control extended to the outside of the panel.

The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

The water discharged by the bleeders will be routed below the chassis frame rails.

TANK TO PUMP

The booster tank will be connected to the intake side of the pump with heavy duty 4.00" piping and a quarter turn 3.00" full flow line valve with the control located at the operator's panel. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

TANK REFILL

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

DISCHARGE OUTLET CONTROLS

The right side discharges will incorporate a quarter-turn ball valve and be controlled by Akron 9335 electric valve controllers provided on the pump operators panel. The electric controls must be of a true position feedback design, requiring no clutches in the motor or current limiting. The units must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate their corresponding valve actuator. The controllers will provide position indication on a full color, backlit LCD display. They will have manual adjustment of the brightness as well as an auto dimming option. In addition to the valve controls, the electric valve controllers will include a pressure display

All other outlets will have manual swing handles that operate in a vertical up and down motion. These handles will be able to lock in place to prevent valve creep under pressure.

LEFT SIDE DISCHARGE OUTLETS

There will be two (2) discharges with a 2.50" valves on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter. Discharges will be located below the cab, and will be no higher than the top of the chassis frame rail. Discharges will not be located on the pump operator's panel. Lever controls will be provided at the valve.

LEFT SIDE OUTLET ELBOWS

The 2.50" discharge outlets, located on the left side pump panel, will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

RIGHT SIDE DISCHARGE OUTLETS

There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" MNST adapter. The discharge(s) will be located below the crew cab and will be no higher than the top of the chassis frame rail.

There will be Akron 9335 electric valve controller(s) provided on the pump operators panel. The electric control(s) must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit(s) must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller(s) will provide position indication on a full color, backlit LCD display. They will have manual adjustment of the brightness as well as an auto dimming option.

In addition to valve position, each controller will include a pressure display.

RIGHT SIDE OUTLET ELBOWS

The 2.50" discharge outlets, located on the right side pump panel, will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

LARGE DIAMETER DISCHARGE OUTLET

There will be an Akron 8800 4.00" flat ball valve with 4.00" plumbing terminating with a 4.00" MNST chrome adapter on the right side pump panel.

The valve will be controlled with a(n) Akron 9335 with pressure located at the pump operators panel.

LARGE DIAMETER OUTLET ELBOWS

The 4.00" outlet(s) will be furnished with one (1) 4.00" (F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap.

FRONT DISCHARGE OUTLET

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located in the left side front bumper tray.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" full flow valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the

plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

There will be automatic drains provided at all low points of the piping.

DISCHARGE CAPS/ INLET PLUGS

Chrome plated, rocker lug, caps with chain will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.

Chrome plated, rocker lug, plugs with chain will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.

The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

OUTLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a T swing style handle control extended to the outside of the side pump panel.

The handles will be chrome plated and provide a visual indication of valve position.

The T swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to.

The water discharged by the bleeders will be routed below the chassis frame rails.

AERIAL OUTLET

The aerial waterway will be plumbed from the pump to the water tower line with 4.00" pipe and a 4.00" valve. The control for the waterway valve will be located at the pump operator's panel.

An indicator will be provided to show when the valve is in the open or closed position.

CROSSLAY MODULE

The crosslay module will be standard width.

The forward, upper corners of the module will have full body corners.

CROSSLAY HOSE RESTRAINT

A 1.00" black nylon webbing design restraint will be provided across the ends of crosslay(s) to secure the hose during travel. The webbing assembly is to be attached at the front of the crosslay(s) with a permanent attachment. At the rear, one (1) vertical metal bar(s), the height of the crosslay bed, will hook onto footman loops at the top of the bed. 1.00" web straps will loop through footman loops at the bottom corner of the bed and attach to the bottom of the bar with a 1.00" hook and loop fastener.

CROSSLAY(S), LOWER

There will be two (2) lower crosslays provided.

1.50" Crosslays

There will be two (2) 1.50" crosslays plumbed with 2.00" welded or formed schedule 10 304L stainless steel pipe.

The crosslays will be low mounted with the bottom of both crosslay trays no more than 11.00" above the frame rails for simple, safe reloading and deployment.

There will be a 1.50" National Standard hose thread 90-degree swivel provided in each hose bed, so that the hose may be removed from either side of apparatus. The swivel will be as far outbound as possible for ease of changing hose.

Each crosslay will be gated with a 2.00" quarter turn ball valve with the controls located at the pump operator's panel.

Each hose bed will be capable of carrying 200' of 1.75" double jacket hose .

Crosslay Hose Trays

A removable tray will be provided for each crosslay hose bed. The crosslay tray will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying.

Trays will be held in place by a mechanical spring-loaded stainless-steel latch that automatically deploys upon loading the trays to hold the trays in place during transit.

CROSSLAY(S), UPPER

There will be one (1) upper crosslay provided.

2.50" Crosslay

There will be one (1) 2.50" crosslay plumbed with 2.50" welded or formed schedule 10 304L stainless steel pipe.

There will be a 2.50" National Standard hose thread 90-degree swivel provided in each hose bed, so that hose may be removed from either side of apparatus. The swivel will be as far outbound as possible for ease of changing hose.

Each crosslay will be gated with a 2.50" quarter turn ball valve with the controls located at the pump operator's panel.

Each hose bed will be capable of carrying 200' of 2.50" double jacket hose .

Crosslay Hose Trays

A removable tray will be provided for each crosslay hose bed. The crosslay tray will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional

hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying.

Trays will be held in place by a mechanical spring-loaded stainless-steel latch that automatically deploys upon loading the trays to hold the trays in place during transit.

HUSKY 3 FOAM PROPORTIONER

A Pierce Husky® 3 foam proportioning system will be provided. The Husky 3 is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system will automatically proportion foam solution at rates from 0.1 percent to 3 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

The design of the system will allow operation from draft, hydrant, or relay operation.

System Capacity

The system will have the ability to deliver the following minimum foam solution flow rates at accuracies that meet or exceed NFPA requirements at a pump rating of 150 psi.

100 gpm @ 3 percent

300 gpm @ 1 percent

600 gpm @ 0.5 percent

Class A foam setting in 0.1 percent increments from 0.1 percent to 1 percent. Typical settings of 1 percent, 0.5 percent and 0.3 percent (maximum capacity will be limited to the plumbing and water pump capacity).

Control System

The system will be equipped with a digital electronic control display located on the pump operators panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, and to set the operation modes.

The percent of injection will have a preset. This preset can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands.

Three (3) 0.50" high LEDs will display the foam percentage in numeric characters. Three (3) indicator LEDs will also be included: one (1) green, one (1) red, and one (1) yellow. The LEDs will indicate various system operation or error states.

The indications will be:

- Solid Green - System On
- Solid Red - Valve Position Error

- Solid Yellow - Priming System
- Flashing Green - Injecting Foam
- Flashing Red - Low Tank Level
- Flashing Yellow - Refilling Tank

The control display will house a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.

Hydraulic Drive System

The foam concentrate pump will be powered by an electric over hydraulic drive system. The hydraulic system and motor will be integrated into one unit.

Foam Concentrate Pump

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump.

The foam concentrate pump will have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

External Foam Concentrate Connection

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.

Panel Mounted External Pick-Up Connection / Valve

A bronze three (3)-way valve will be provided. The unit will be mounted to the pump panel. The valve unit will function as the foam system tank to pump valve and external suction valve. The external foam pick-up will be one (1) 0.75" male connection GHT (garden hose thread) with a cap.

Pick-Up Hose

A 0.75" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 0.75" female swivel GHT (garden hose thread) swivel connector. The hose will be shipped loose.

Discharges

The foam system will be plumbed to the lower rear crosslay and lower front crosslay.

System Electrical Load

The maximum current draw of the electric motor and system will be no more than 55 amperes at 12 VDC.

SINGLE FOAM TANK REFILL

The foam system's proportioning pump will be used to fill the foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller. While the proportioner pump is filling the tank, the controller will display a flashing yellow LED to indicate that the tank is filling. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will shut the yellow LED off. If it attempted to use tank fill and the refill valve and suction valve are in the wrong position(s), then a red LED will illuminate to indicate the improper valve position(s). When the valves are positioned properly, then filling will commence.

FOAM TANK

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 20 gallons of foam with the intended use of Class A foam. The foam cell will reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

FOAM TANK DRAIN

The foam tank drain will be a 1.00" quarter turn drain valve located inside the pump/plumbing compartment.

PUMP PANEL CONFIGURATION

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

PUMP OPERATOR'S PLATFORM

A pull out, flip down platform will be provided at the pump operator's control panel.

The front edge and the top surface of the platform will be made of DA finished aluminum with a Morton Cass insert.

The platform will be approximately 13.75" deep when in the stowed position and approximately 22.00" deep when extended. The platform will be as wide as possible. The platform will lock in the retracted and the extended position.

The sides, bottom and rear portions of the support assembly will be painted to match lower job color.

The platform will be wired to the "step not stowed" indicator in the cab.

PUMP OPERATOR'S PLATFORM PERIMETER LIGHT

There will be an On Scene Solutions, Model Night Stick Access, 20.00" white 12 volt DC LED strip light provided to illuminate the ground area.

PUMP AND GAUGE PANEL

The pump operator's panel and gauge panels will be constructed of stainless steel with a brushed finish.

The side control panels will be constructed of stainless steel with a brushed finish for durability and ease of maintenance.

PUMP AND PLUMBING ACCESS

Simple access to the plumbing will be provided through the front of the body area by raising the cab for complete plumbing service and valve maintenance. Access to valves will not require removal of operator panels or pump panels. Access for rebuilding of the pump will not require removal of more than the tank to pump line and a single discharge line. This access will allow for fast, easy valve or pump rebuilding, making for reduced out of service times. Steps will be provided for access to the top of the pump.

Access to the pump will be provided by raising the cab. The pump will be positioned such that all maintenance and overhaul work can be performed above the frame and under the tilted cab. The service and overhaul work on the pump will not require the removal of operator panels or pump panels. Complete pump casing and gear case removal will require no more than removal of the intake and discharge manifolds, driveline, coolers and a single discharge line. The pump case and gear case will be able to be removed by lifting upward without interference from piping and be removable in less than 3 hours.

PUMP COMPARTMENT LIGHT

There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the plumbing area.

The light(s) will be activated by a toggle switch located in the pump compartment area.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

THROTTLE READY GREEN INDICATOR LIGHT

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

AIR HORN BUTTON

An air horn control button will be provided at the pump operator's control panel. This button will be red in color and properly labeled and put within easy reach of the operator.

VACUUM AND PRESSURE GAUGES

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

PRESSURE GAUGES

The individual "line" pressure gauges for the discharges will be Class 1© interlube filled.

They will be a minimum of 2.00" in diameter and have white faces with black lettering.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

Gauges will have a pressure range of 30"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

WATER LEVEL GAUGE

An electric water level gauge will be incorporated in the pressure controller that registers water level by means of 9 LEDs. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight, and have a full 180-degree of clear viewing.

To further alert the pump operator, the gauge will have a warning flash when the tank volume is less than 25%, and will have "Down Chasing LEDs when the tank is almost empty.

The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell.

There will be a light driver module with this installation to power additional water level gauge(s) included on the apparatus.

ADDITIONAL WATER LEVEL GAUGE

There will be two (2) additional Fire Research MaxVision model WLA280-A00 water tank remote indicators provided and installed one each side of the crew cab, up high. The indicators will show the volume of water in the tank on Ninety six (96) easy to see super bright Tri-color LEDs. The indicator case will be waterproof, manufactured of Polycarbonate material with an integrated lens.

The remote indicator will indicate the level as a single color in Red for 25% or less, Amber color for up to 50% volume, Blue color for up to 75% volume and Green color for up to 100% volume. When the level reaches 25%, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three times.

The flash rate will be determined by the main water tank sensor.

It will have the program capability to adjust the brightness level for day time and night time viewing. The LEDs can also be programmed for different colors.

This module will be activated when the parking brake is applied.

FOAM LEVEL GAUGE

An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The foam level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.

SIDE CONTROL PUMP OPERATOR'S/PUMP PANEL LIGHTING

Illumination will be provided for controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus and the equipment provided on it. External illumination will be a minimum of five (5) foot-candles on the face of the device. Internal illumination will be a minimum of four (4) footlamberts.

The pump panels will be illuminated by two (2) Truck-Lite, Model 60354C, 6.00" x 2.00" oval white LED lights with Model 60700, grommets and chrome covers installed on the back of the cab, one (1) on the driver's side and one (1) on the passenger's side.

The pump operator's panel will utilize the same LED strip lighting at the forward doorframe as all other compartment lighting.

There will be a small white LED pump engaged indicator light installed overhead.

AIR HORN SYSTEM

Two (2) Hadley, rectangular bell air horns will be provided below the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.

Air Horn Location

The air horns will be located on each side of the bumper, just outside of the frame rails.

Air Horn Control

The air horn(s) will be activated by the following:

- Left side lanyard. The lanyard to be a plastic coated braided cable.
- Push button switch located at the aerial turntable. The control is not interlocked.
- Right side lanyard. The lanyard to be a plastic coated braided cable.

ELECTRONIC SIREN

A Whelen, Model: 295HFSC9, 200 watt, dual tone, electronic siren with noise canceling microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

Siren head will be located on a swivel bracket mounted on the headliner so that it is accessible to both the driver and officer. The swivel bracket will be capable of rotating a minimum of 180 degrees.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

SPEAKER

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

The speaker(s) will be recessed in the center of the front bumper.

SIREN AMPLIFIER

There will be one (1) amplifier provided and installed with the Whelen, HOWLER, system to be used in conjunction with the vehicle's primary electronic siren.

Auxiliary Speakers

There will be two (2) auxiliary speakers provided with the Whelen, HOWLER system.

These speakers will be installed behind the front bumper of the cab, near the siren activation.

Activation

There will be an activation switch and cancellation switch provided on the cab instrument panel.

There will be an additional activation switch with guard located near the siren.

AUXILIARY MECHANICAL SIREN

There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus.

The Q2B will be chrome finish.

The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on.

The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.

The mechanical siren will be mounted on the bumper deckplate. It will be mounted on the right side. A reinforcement plate will be furnished to support the siren.

MECHANICAL SIREN CONTROL

The mechanical siren will be activated by the following:

- Right side foot switch.
- Left side foot switch.

A momentary red switch will be included in the left side overhead switch panel to activate the siren brake.

FRONT ZONE UPPER WARNING LIGHTS

There will be two (2) 21.50" Whelen® Freedom™ IV LED lightbars mounted on the cab roof, one (1) on each side, above the left and right doors, facing forward.

The left side lightbar will include the following:

- One (1) red flashing LED module in the outside end position.
- One (1) red flashing LED module in the outside front corner position.
- One (1) white flashing LED module in the outside front position.
- One (1) red flashing LED module in the inside front position.
- One (1) red flashing LED module in the inside front corner position.

The right side lightbar will include the following:

- One (1) red flashing LED module in the inside front corner position.
- One (1) red flashing LED module in the inside front position.
- One (1) white flashing LED module in the outside front position.
- One (1) red flashing LED module in the outside front corner position.
- One (1) red flashing LED module in the outside end position.

There will be clear lenses included on the lightbar.

There will be a switch in the cab on the switch panel to control the lightbars.

The white LEDs will be disabled when the parking brake is applied.

The two (2) red flashing LED modules in the inside front and the two red flashing LED modules in the inside front corner positions may be load managed when the parking brake is applied.

LIGHTS, FRONT ZONE LOWER

Two (2) Whelen model M6*C LED flashing warning lights will be installed on the cab face above the headlights, in a common bezel with the directional lights.

The driver's side front warning light to be red.

The passenger's side front warning light to be red.

Both lights will include a clear lens.

There will be a switch located in the cab on the switch panel to control the lights.

FRONT WARNING LIGHT

There will be two (2) Whelen, Model M6*, LED flashing light(s) with chrome trim provided on the angled corners of the front bumper.

The color of the light(s) will be red.

The color of the lens will be clear.

The light(s) will be activated with the front warning switch.

These light may be load managed if colored or disabled if white when the parking brake is applied.

Any white light will be disabled and any amber light activated when the parking brake is applied.

HEADLIGHT FLASHER

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

SIDE ZONE LOWER LIGHTING

There will be six (6) Whelen®, Model M6*C, flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights, one (1) each side on the bumper extension. The side front lights to be red.
- Two (2) lights, one (1) each side of cab rearward of crew cab doors. The side middle lights to be red.
- Two (2) lights, one (1) each side above rear wheels. The side rear lights to be red.
- The lights will include clear lenses.

There will be a switch in the cab on the switch panel to control the lights.

SIDE WARNING LIGHTS

There will be two (2) Whelen, Model WIONSMC* LED light(s) provided and located in the body rub rails centered in the rub rail forward and rearward of the rear wheels, passenger's side. The lights will only be mounted with the rubber gasket if clearance allows it.

The color of each light will be red LED with a clear lens.

Each light will be provided with a chrome plated ABS flange.

The light(s) will be activated with the side warning switch.

SIDE WARNING LIGHTS

There will be two (2) Whelen, Model WIONSMC* LED light(s) provided and located in the body rub rails centered in the rub rail forward and rearward of the rear wheels, driver's side. The lights will only be mounted with the rubber gasket if clearance allows it.

The color of each light will be red LED with a clear lens.

Each light will be provided with a chrome plated ABS flange.

The light(s) will be activated with the side warning switch.

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen®, Model M6*C, LED flashing warning lights located at the rear of the apparatus.

- The driver's side rear light to be red
- The passenger's side rear light to be red

Both lights will include a lens that is clear.

There will be a switch located in the cab on the switch panel to control the lights.

REAR/SIDE ZONE UPPER WARNING LIGHTS

There will be two (2) Whelen®, Model L31H*FN, LED warning beacons provided at the rear of the truck, located one (1) each side. There will be a switch located in the cab on the switch panel to control the beacons.

The color of the lights will be red LEDs with both domes clear.

TRAFFIC DIRECTING LIGHT

There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen, Model TACTL5, control head will be included with this installation.

The controller will be energized when the battery switch is on.

The auxiliary flash to be activated when the parking brake is applied.

This traffic directing light will be mounted on top of the body below the turntable with a treadplate box at the rear of the apparatus.

The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.

120 VOLT RECEPTACLE

There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with exterior flip up cover(s), installed in the EMS compartment on the back wall, centered, up high. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the shoreline inlet.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

FOUR (4)-SECTION 107 FOOT AERIAL LADDER

CONSTRUCTION STANDARDS

The ladder will be constructed to meet all of the requirements as described in the current NFPA 1901 standards.

The aerial device will be a true ladder type device; therefore ladders attached to booms will not be considered.

These capabilities will be established in an unsupported configuration.

All structural load supporting elements of the aerial device that are made of a ductile material will have a design stress of not more than 50% of the minimum yield strength of the material based on the combination of the live load and the dead load. This 2:1 structural safety factor meets the current NFPA 1901 standard.

All structural load supporting elements of the aerial device that are made of non-ductile material will have a design stress of not more than 20% of the minimum ultimate strength of the material, based on the combination of the rated capacity and the dead load. This 5:1 safety factor meets the current 1901 NFPA standard.

Wire ropes and attaching systems used to extend and retract the fly sections will have a 5:1 safety factor based on the ultimate strength under all operating conditions. The factor of safety for the wire rope will remain above 2:1 during any extension or retraction stall. The minimum ratio of the diameter of wire rope used to the diameter of the sheave used will be 1:12. Wire ropes will be constructed of seven (7) strands over an inner wire core for increased flexibility. The wire rope will be galvanized to reduce corrosion.

The aerial base pivot bearings will be maintenance free type bearings and require no external lubrication.

The aerial device will be capable of sustaining a static load one and one-half times its rated tip load capacity (live load) in every position in which the aerial device can be placed when the vehicle is on a firm level surface.

The aerial device will be capable of sustaining a static load one and one-third times its rated tip load capacity (live load) in every position the aerial device can be placed when the vehicle is on a slope of five degrees downward in the direction most likely to cause overturning.

With the aerial device out of the cradle and in the fully extended position at zero degrees elevation, a test load will be applied in a horizontal direction normal to the centerline of the ladder. The turntable will not rotate and the ladder will not deflect beyond what the product specification allows.

All welding of aerial components, including the aerial ladder sections, turntable, pedestal, and outriggers, will be in compliance with the American Welding Society standards. All welding personnel will be certified, as qualified under AWS welding codes.

The aerial device will be capable of operating with the maximum rated tip load in either of the two (2) following conditions:

- Conditions of high wind up to 35 mph
- Conditions of icing, up to a coating of 0.25" over the entire aerial structure

All of the design criteria must be supported by the following test data:

- Strain gage testing of the complete aerial device
- Analysis of deflection data taken while the aerial device was under test load

The following standards for materials are to be used in the design of the aerial device:

- Materials are to be certified by the mill that manufactured the material
- Material testing that is performed after the mill test will be for verification only and not with the intent of changing the classification
- All welded structural components for the ladder will be traceable to their mill lots

LADDER CONSTRUCTION

The ladder will be comprised of four sections.

The ladder will have the capability to support a minimum of 750 pounds at the tip in the unsupported configuration, based upon 360 degree rotation, up to full extension and from -10 degrees to +77 degrees.

The ladder (handrails, baserails, trusses, K-braces and rungs) will be constructed of high strength low alloy steel, minimum 100,000 pounds per square inch yield, with full traceability on all structural members.

Each section will be trussed vertically and horizontally using welded steel tubing.

All ladder rungs will be welded to each section utilizing "K" bracing for torsional rigidity.

The inside width dimensions of the ladder will be:

- Base Section 41.87"
- Inner-Mid Section 34.88"
- Outer-Mid Section 27.87"
- Fly Section 21.63"

The height of the handrails above the centerline of the rungs will be:

- Base Section 26.28"
- Inner-Mid Section 22.68"
- Outer-Mid Section 20.06"
- Fly Section 17.32"

The ladder will be designed to provide continuous egress for firefighters and civilians from an elevated position to the ground. The end of the fly section will be constructed in a manner that aids personnel in climbing off the ladder.

The egress section will be designed to maintain the rated load of the aerial device. It will be bolted on for easy replacement. There will be a lift eye welded on to each side of the egress.

VERTICAL HEIGHT

The ladder will extend to a minimum height of 107' above the ground at full extension and elevation. The measurement of height will be consistent with NFPA standards.

HORIZONTAL REACH

The rated horizontal reach will be a minimum of 100'. The measurement of horizontal reach will be consistent with NFPA standards.

TURNTABLE

The upper turntable assembly will connect the aerial ladder to the turntable bearing. The steel structure will have a mounting position for the aerial elevation cylinders, ladder connecting pins, and upper turntable operator's position.

The turntable will be coated with a non-skid, chemical resistant material in the walking areas. The stepping surfaces will meet the skid-resistance requirements of the current NFPA 1901 standard.

The turntable will be modified at the passenger side to allow for easier access to the hose bed for hose loading. The portion of the turntable outboard of the rotational motor will be omitted, and the handrails will be modified as required.

The turntable handrails will be a minimum 42.00" high and will not increase the overall travel height of the vehicle. The handrails will be constructed from aluminum and have a slip resistant knurled surface.

ELEVATION SYSTEM

Dual 5.50" diameter elevating cylinders will be mounted on the underside of the base section of the ladder, one (1) on each side. One (1) 2.25" diameter stainless steel pin will fasten each cylinder to the ladder and one (1) 2.50" diameter stainless steel pin will fasten each cylinder to the turntable. The pins will have 125,000 psi minimum yield strength and will be secured with 0.50" Grade 8 bolts with castle nut and cotter pin. The bolts are to ensure that the pins do not walk out of the mounting brackets on the turntable and base section.

The elevating cylinders will be mounted utilizing maintenance-free spherical bearings on both ends of the cylinders. The aerial base pivot bearings will be maintenance-free type bearings with no external lubrication required. The cylinders will function only to elevate the ladder and not as a structural member to stabilize the ladder side movement. The elevating cylinders will be provided with pilot-operated check valves on the barrel and rod side of the piston to prevent movement of the ladder in case of a loss of hydraulic pressure.

The operation envelope will be 10 degrees below horizontal to 77 degrees above horizontal.

The elevation system will be designed following NFPA standards. The elevation hydraulic cylinders will incorporate cushions on the upper limit of travel.

The lift cylinders will be equipped with integral holding valves located in the cylinder to prevent the unit from descending should the charged lines be severed, at any point within the hydraulic system and to maintain the ladder in the bedded position during road travel. The integral holding valves will NOT be located in the transfer tubes.

The elevation system will be controlled by the microprocessor. Linear transducers will measure the extension of the elevation cylinder. The microprocessor will provide the following features:

- Collision avoidance of the elevation system to prevent accidental body damage
- Automatic deceleration when the aerial device is lowered into the cradle
- Automatic deceleration at the end of stroke, in maximum raise and lower positions
- Deceleration of the aerial device at the limits of travel.

EXTENSION/RETRACTION SYSTEM

A hydraulically powered, extension and retraction system will be provided through dual hydraulic cylinders and wire ropes. Each set will be capable of operating the ladder in the event of a failure, of the other. The extension cylinder rod will be chrome plated to provide smooth operation of the aerial device and reduce seal wear. The extension/retraction cylinders will be equipped, with integral holding

valves, to prevent the unit from retracting should the charged line be severed, at any point within the hydraulic system. The integral holding valves will NOT be located in the transfer tubes.

Wire ropes and attaching systems used to extend and retract the fly sections will have a 5:1 safety factor based on the ultimate strength under all operating conditions. The factor of safety for the wire rope will remain above 2:1 during any extension or retraction stall. The minimum ratio of the diameter of wire rope used to the diameter of the sheave used will be 1:12. Wire ropes will be constructed of seven (7) strands over an inner wire for increased flexibility. The wire rope will be galvanized to reduce corrosion.

The extension/retraction system will be controlled by the microprocessor. Linear transducers will measure the ladder extension. The microprocessor will provide the following features:

- Automatic deceleration at the end of stroke, in maximum extend and retract positions

All sheaves will require lubrication. They will have bronze bushings and grease zerks.

MANUAL OVERRIDE CONTROLS

Manual override controls will be provided for all aerial and stabilizer functions.

LADDER SLIDE MECHANISM

UHMW polyethylene wear pads will be used between the telescoping ladder sections, to provide greater bearing surface area for load transfer. Adjustable slide pads will be used to control side play between the ladder sections.

ROTATION SYSTEM

The aerial will be supplied with a powered rotation system as outlined in NFPA standards. The hydraulic rotation motor will provide continuous rotation under all rated conditions and be supplied with a brake to prevent unintentional rotation. One (1) hydraulically driven, planetary gear box with drive speed reducers will be used to provide infinite and minute rotation control throughout the entire rotational travel. One (1) spring applied, hydraulically released disc type swing brake will be furnished to provide positive braking of the turntable assembly. Provisions will be made for emergency operation of the rotation system should complete loss of normal hydraulic power occur. The hydraulic system will be equipped with pressure relief valves which will limit the rotational torque to a nondestructive power. The gearbox will have a minimum continuous torque rating of 80,000 in. lbs. and a minimum intermittent rating of 160,000 in. lbs. The turntable bearing, ring gear teeth, pinion gear, planetary gearbox, and output shaft will be certified by the manufacturer of the components for the application.

The rotation system will be controlled by the microprocessor. The microprocessor will provide the following features:

- Collision avoidance to prevent accidental body damage
- Prevent the aerial from being rotated into an unstable condition.

ROTATION INTERLOCK

The microprocessor will be used to prevent the rotation of the aerial device to the side in which the stabilizers have not been fully deployed (short-jacked). The microprocessor will allow full and

unrestricted use of the aerial, in the 180 degree area, on the side(s) where the stabilizers have been fully deployed. The system will also have a manual override, to comply with NFPA 1901. SYSTEMS THAT PERMIT THE AERIAL TO ROTATE TO THE "SHORT JACK" SIDE, WITHOUT AUTOMATICALLY STOPPING THE ROTATION AND/OR WITHOUT ACTUATION OF THE "MANUAL OVERRIDE", will NOT BE ACCEPTED. SYSTEMS THAT ONLY INCLUDE AN ALARM ARE NOT CONSIDERED AN INTERLOCK AND will NOT BE ACCEPTED.

LADDER CRADLE INTERLOCK SYSTEM

A ladder cradle interlock system will be provided through the microprocessor to prevent the lifting of the aerial device from the nested position until the operator places all the stabilizers in a load supporting configuration. A switch will be installed at the boom support to prevent operation of the stabilizers once the aerial has been elevated from the nested position.

AERIAL TORQUE BOX/PEDESTAL

The pedestal assembly will be a welded assembly made of high strength 0.25" plate. The vertical member will be a 0.375" reinforced wall cylinder with a 28.00" outside diameter and will connect the rotation bearing mounting plate to the lower substructure.

The pedestal assembly will be bolted to the chassis frame with 0.88" diameter Grade 8 bolts, and will be utilized to mount the outrigger jacks and reservoir for the aerial hydraulic system.

LOAD CAPACITIES

The following load capacities will be established, with the stabilizers at full horizontal extension and placed in the down position, to level the truck and to relieve the weight from the tires and axles.

Capacities will be based upon full 360 degree rotation with ladder extended to operational limits at 0 degrees elevation.

A load chart, visible at the operator's station will be provided. The load chart will show the recommended safe load at any condition of the aerial device's elevation and extension.

35 MPH WIND CONDITIONS/WATERWAY DRY

Degrees of Elevation	-10 to 9	10 to 19	20 to 29	30 to 39	40 to 49	50 to 59	60 to 69	70 to 77
Egress	750	750	750	750	750	750	750	750
Fly	-	-	-	-	250	250	500	750
Upper Mid	-	-	-	-	250	500	1000	1000
Lower Mid	-	-	-	500	500	750	1000	1000
Base	-	-	500	500	500	1000	1000	1000

35 MPH WIND CONDITIONS/WATERWAY CHARGED

Degrees of Elevation	-10 to 9	10 to 19	20 to 29	30 to 39	40 to 49	50 to 59	60 to 69	70 to 77
Egress	500	500	500	500	500	500	500	500
Fly	-	-	-	-	-	250	500	500

Upper Mid	-	-	-	250	500	500	750	1000
Lower Mid	-	-	-	250	500	750	1000	1000
Base	-	-	250	500	750	1000	1000	1000

Reduced loads at the tip can be redistributed in 250 lb. increments to the fly, mid, or base sections as needed.

The tip capacity will be reduced to zero when flowing water with the nozzle above the waterway centerline.

BOOM SUPPORT

A heavy duty boom support will be provided for support of the ladder in the travel position. On the base section of the ladder, a stainless steel scuffplate will be provided where the ladder comes into contact with the boom support.

The boom support will be located just to the rear of the chassis cab.

AERIAL BOOM SUPPORT LIGHT

There will be one (1) Amdor®, Model AY-LB-12HW012, 190 lumen, 12" long, white LED strip light mounted on the boom support cradle. This light will be activated when the aerial master switch is activated.

BOOM SUPPORT COMPARTMENT DIRECTLY BEHIND THE CAB

A compartment will be provided on each side of the apparatus directly behind the cab.

The interior dimensions of each compartment will be approximately 7.75" wide x 8.00" deep. The height of the compartment will be as tall as the side sheet height of the body.

The compartment exterior and single pan door will be constructed of smooth aluminum and painted job color.

The clear door opening of each compartment will be 5.75" wide. Two (2) lift and turn latches will be provided on each door. Latches will be spaced as evenly as possible, yet both latches will remain accessible from the ground.

SPECIAL SIZE AERIAL BOOM PANELS

There will be one boom panel provided on each side of the aerial ladder base section. The boom panel will be painted #90 red. The size of the boom panels will be 120.00" long x 20.00" high.

The boom panels will be designed so no mounting bolts are in the face of the panel. This will keep the lettering surface free of holes.

EXTENSION INDICATOR

Extension markings and corresponding numerical indicators will be provided along each inside and outside top rail of the base section of the aerial every 10'. They will indicate various positions of extension up to full. Markings and indicators will be clearly visible to the console operator. To aid in visibility during hours of darkness, the markings and numerical indicators will be red reflective material.

FOLDING STEPS

One (1) set of folding steps will be provided at the tip of the ladder. An additional set of folding steps will be provided at the base of the fly section. The steps will be bright finished with a black tread coating on the stepping surface. Each step will have no integrated light.

AERIAL DEVICE RUNG COVERS

Each rung will be covered with a secure, heavy-duty, fiberglass pultrusion that incorporates an aggressive, no-slip coating.

The rung covers will be glued to each rung, and will be easily replaceable should the rung cover become damaged.

The center portion of each rung cover will be black and the outside 2.00" edge at each side will be safety yellow.

Under no circumstances will the rung covers be fastened to the rungs using screws or rivets.

The rung covers will have a 10-year, limited warranty.

STOKES STORAGE BRACKETS

There will be one (1) aluminum bracket(s) provided at the base section of the aerial ladder on the left side of the aerial device while viewed from the turntable. The brackets will be located inboard of the aerial boom panel. The brackets will be DA finished and include locking pins to secure the basket.

LADDER STORAGE MOUNTING BRACKETS

Mounting will be provided on the right side of the aerial device while viewed from the turntable for storage of one (1) roof ladder(s). The bracket(s) will be located inboard of the boom panel at the base section. The bracket(s) will hold the boom panel as close to the base section as possible and include straps to secure the ladder.

The mounting brackets will accommodate a 14' Duo-Safety 775-A roof ladder as determined by the type of aerial device and the available space.

TEMPORARY SCABBARD AT END OF AERIAL

There will be a total of one (1) vent saw scabbard(s) provided. The scabbard(s) will be mounted on the left side of the aerial egress. The scabbard(s) will be DA finished.

AXE MOUNTING BRACKETS

Brackets will be provided near the end of the fly section of the aerial ladder for mounting a fire axe. The mounting plates will be D/A finished aluminum.

LIGHTS FOR TURNTABLE WALKWAY

There will be white LED lights provided at the aerial turntable. The lights will be located to illuminate the entire walking surface of the turntable including the area around the turntable console. These lights will be activated by the aerial master switch.

TURNTABLE CONSOLE LIGHTING

There will be one (1), TecNiq Model T10, white LED light strip mounted in the turntable console cover to illuminate the controls located on both the upper and lower portion of the turntable control station. These lights will be activated by the aerial master switch.

INFORMATION CENTER

There will be an information center provided. The information center will operate in temperatures from -40 to 158 degrees Fahrenheit. The information center will employ a Linux operating system and a 7.00" (diagonal measurement) LCD display. The LCD will have a minimum 1000nits rated, color display. The LCD will be sunlight readable, true digital operation, and will have improved resolution. The LCD display will be encased in an ABS, grey plastic housing. There will be five (5), weather-resistant user interface switches provided. The LCD display can be changed to an available foreign language.

OPERATION

The information center will be designed for easy operation in everyday use. There will be a page button to cycle from one screen to the next screen in a rotating fashion. A video button will allow an NTSC signal into the information center to be displayed on the LCD. If any button is pressed while viewing a video feed, the information center will return to the vehicle information screens. There will be a menu button to provide access to maintenance, setup, and diagnostic screens. All other button labels will be specific to the information being viewed.

GENERAL SCREEN DESIGN

Where possible, background colors will be used to provide vehicle information *At A Glance*. If the information provided on a screen is within acceptable limits, a black background color will be used. If the information provided on a screen is not within acceptable limits, an amber background color will indicate a caution condition and a red background color will indicate a warning condition.

Every screen in the information center will include the time (12- or 24-hour mode) and a fault alert triangle symbol. The time will be synchronized between all Command Zone color displays located on the vehicle. Once the fault alert triangle is selected, a text message will identify any items causing the audible alarm to sound. If more than one (1) audible alarm is activated, the text message for each alarm will cycle every second until the problems have been resolved. The background for the Alert Center will change to indicate the severity of the warning message. Amber will indicate a caution condition and red will indicate a warning condition. If a warning and a caution condition occur simultaneously, the red background color will be shown for all Alert Center messages.

A label or symbol will be provided for each button. The label or symbol will indicate the function for each active button for each screen. If the button is not utilized on specific screens, it will remain black.

Symbols will accurately depict the aerial device type the information pertains to such as rear mount ladder, rear mount platform, mid-mount ladder or mid-mount platform.

PAGE SCREENS

The Information center will include the following pages:

The Aerial Main and Load Chart page will indicate the following information:

- Rungs Aligned and Rungs Not Aligned will be indicated with respective green or red colored ladder symbols.
- Ladder Elevation will be indicated via a fire apparatus vehicle with ladder symbol with the degree of elevation indicated between the vehicle and ladder.
- Water Flow (if applicable) will be indicated via a water nozzle symbol and text indicating flow / time.
- If applicable, breathing air levels will be indicated via an air bottle symbol and text indicating the percent (%) of air remaining. A green bar graph shown inside the bottle will indicate oxygen levels above 20%. A red bar graph will indicate oxygen levels at or below 20%. When oxygen levels are at or below 10%, the red bar graph will flash.
- *At A Glance* color features will be utilized on this screen. A fault alert triangle symbol in the lower right portion of the screen will indicate any caution faults with a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.

The Aerial Reach and Hydraulic Systems page will indicate the following information:

- If applicable, aerial hydraulic oil temperature will be indicated with symbol and text.
- Aerial Hydraulic Oil Pressure will be indicated with a symbol and text.
- The following calculations will be indicated on a representative vehicle symbol:
 - Aerial Device Extension length
 - Aerial Device Height indicating the height of the aerial device tip from the ground
 - Aerial Device Angle indicating the angle from the vehicle which the device is at.
- *At A Glance* color features will be utilized on this screen. A fault alert triangle symbol in the lower right portion of the screen will indicate any caution faults with a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.

The Level Vehicle page will indicate the following information:

- The grade of the vehicle will be indicated via a fire apparatus vehicle symbol with the degree of grade shown in text format. The symbol will tilt dependent on the vehicle grade.
- The slope of the vehicle will be indicated via a fire apparatus vehicle symbol with the degree of slope shown in text format. The symbol will tilt dependent on the vehicle slope.
- Outriggers status will be indicated via a colored symbol for each outrigger present. Each outrigger status will be defined as one of the following:
 - Outrigger stowed indicated with a silver pan located close to the vehicle

- Outrigger fully extended indicated with a fully deployed green outrigger
- Outrigger short-jacked indicated by a yellow outrigger partially deployed
- Outrigger not set indicated by a red outrigger that is not set on the ground
- A bedding assist alert will indicate that the aerial device is being aligned by the Command Zone system as the operator lowers the aerial device into the cradle with the joystick.
- *At A Glance* color features will be utilized on this screen. A fault alert triangle symbol in the lower right portion of the screen will indicate any caution faults with a yellow background. Warning type conditions will be indicated via a red background. Conditions operating within acceptable limits will be indicated via a green background.

The aerial operation envelope page will indicate the following:

- A top view of the aerial operating envelope
- A side view of the aerial operating envelope

MENU SCREENS

The following screens will be available through the Menu button:

The View System Information screen will display aerial device hours, aerial PTO hours, ladder aligned for stowing, aerial rotation angle, total water flow (if applicable), and aerial waterway valve status (if applicable).

The Set Display Brightness screen will allow brightness increase and decrease and include a default setting button.

The Configure Video Mode screen will allow setting of video contrast, video color and video tint.

The Set Startup screen allows setting of the screen that will be active at vehicle power-up.

The Set Date and Time screen has a 12- or 24-hour format, and allows setting of the time and date.

The View Active Alarms screen shows a list of all active alarms including the date and time of each alarm occurrence, and shows all alarms that are silenced.

The System Diagnostics screen allows the user to view system status for each module and its respective inputs and outputs. Viewable data will include the module type and ID number; the module version; and module diagnostics information including input or output number, the circuit number connected to that input or output, the circuit name (item connected to the circuit), status of the input or output, and other module diagnostic information.

Aerial Calibrations screen indicates items that may be calibrated by the user and instructions to follow for proper calibration of the aerial device.

Button functions and button labels may change with each screen.

LOWER STABILIZER CONTROL STATIONS

A lower control station will be located on each side of the rear wall of the apparatus in an easily accessible area. The controls and indication labels will be illuminated for nighttime operation. The following items will be furnished at the lower control station and will be clearly identified and conveniently located for ease of operation and viewing:

- Level assist switch
- Override switch to override interlocks
- Emergency stop
- Emergency hydraulic power unit switch

The stabilizer controls will include the following:

- Leveling assist toggle switch
- Left and right side stabilizer beam in/out switches
- Left and right side stabilizer beam up/down switches
- Rear stabilizer up/down switch

TURNTABLE CONTROL STATION

There will be one (1) device control station located on the left side of the turntable so the operator may easily observe the ladder while operating the controls. All elevation, extension and rotation controls will operate from this location. The controls will permit the operator to regulate the speed of the aerial functions, within the safe limits, as determined by the manufacturer and NFPA standards. Each control will be equipped with a positive lock to hold the control in a neutral position preventing accidental activation. In addition to the neutral lock, a console cover will be provided at the turntable control station. The controls will be so designed to allow the turntable control station to immediately override the tip controls, if equipped, even if the ladder is being operated by the tip controls.

The following items will also be provided at the turntable control station, clearly identified and illuminated for nighttime operation and conveniently located for ease of operation and viewing:

- Intercom controls
- Tip tracking light switch
- Emergency stop switch
- Emergency power unit switch
- Operator's load chart
- Two (2) position switch for selecting aerial operational speed
- Ladder illumination switch (if equipped)

- Aerial monitor switches (if equipped)

HIGH IDLE

The high idle will be controlled by the microprocessor. The microprocessor will automatically adjust the engine rpm, to compensate for the amount of load placed upon the system. The system will include a safety device that allows activation of the high idle, only when the parking brake is set and the transmission is placed in neutral.

REMOTE AERIAL CONTROL

A remote control will be provided whereby all ladder movements can be controlled at the ladder tip, in addition to the control console.

The three (3) ladder functions (extension, rotation, elevation) will be controlled individually by means of spring loaded, return to center 12-volt proportional controls.

A momentary switch at the turntable control station will enable the controls at the ladder tip.

The turntable control console ladder controls will override the ladder tip controls.

The remote control aerial speed will be set in accordance with the current edition of applicable NFPA standards.

STABILIZERS

The vehicle will come equipped with an out and down stabilization system. The system will consist of two (2) hydraulically operated out and down style stabilizers mounted above the frame and a rear stabilizer jack that is attached directly to the center rear of the torque box.



The stabilizers will have a maximum spread of 18' from the centerline of the footpads when fully extended. The internal tubes will be 8.00" x 10.00" with 1/2" thick top and bottom plates and 3/8" thick sides of 130,000 psi minimum yield strength steel and will be extended out by hydraulic cylinders. The

cylinders will have pilot-operated check valves with thermal relief. This will insure that the beams will be in the stowed during travel. The external tubes will be 9-3/4" x 11-3/4" with 3/8" wall thickness. The internal jack tubes will slide on permanently attached wear pads.

The extension cylinders will be totally enclosed within the extension beams. The horizontal extension cylinders will be of the trombone type to eliminate wear and potential failure of hydraulic hoses.

The stabilizers will have a tip over safety margin of 1 1/2 times its rated load in any position the aerial device can be placed as outlined in the current edition of NFPA 1901. The aerial will be able to sustain a 1 1/3 to 1 rated load on a 5 degree slope downward in the position most likely to cause overturning. The maximum ground slope the apparatus can be set up on is 12 percent. On the 12 percent slope, the apparatus can be leveled within a 6 percent operating range with the apparatus cab facing uphill.

The cylinders will be supplied with dual pilot operated check valves on each stabilizer cylinder to hold the cylinder in the stowed or working position should a charged line be severed at any point in the hydraulic system. Stabilizers will contain safety lock valves and will require no mechanical pins to assure there will be no "leak down" of stabilizer legs.

Each stabilizer leg will have attached to the end of the leg a pan that will be a maximum 13.00" wide to allow the extension of the stabilizer between parked cars. This pan will serve as a protective guard and a mounting surface for warning lights. The top, forward, and rear edges will be flanged back for added strength.

The stabilizer cylinders will be sized to maximize ground penetration. The lift cylinders will be mounted on the end of the stabilizer tube and will have the following dimensions:

4.00" bore

3.50" rod

23.38" stroke

The stabilizer extension cylinders will have the following dimensions

1.75" bore

1.25" rod

64.00" stroke

The rear stabilizer will have the following dimensions:

4.50" bore

4.00" rod

29.00" stroke

Each stabilizer that can be extended from the body will be supplied with a red warning light as outlined in the current edition of NFPA. The stabilizers will be connected to a warning light in the cab to warn the operator if the stabilizers are deployed.

The ground contact area for each stabilizer will be a 12.00" diameter circular stainless steel disc without the auxiliary pads and 24.00" x 24.00" with lightweight composite material pads deployed. The ground pressure will not exceed 75 psi when the apparatus is fully loaded and the aerial device is carrying its rated capacity in every position. This will be accomplished with the stabilizer pads deployed, as outlined in the current edition of NFPA 1901. There will be one (1) pad located on each side of the apparatus in front of the stabilizers.

The auxiliary jack pad for the rear stabilizer will be integral to the stabilizer foot pad.

STABILIZER CONTROLS

One (1) electric solenoid valve will control the stabilizers. The control switches will be located one (1) each side at the rear of the apparatus so the operator may observe the stabilizers during deployment.

The stabilizer controls will include the following:

- Leveling assist toggle switch: The outrigger control system will incorporate a computerized self leveling system in addition to the standard outrigger controls. The operator will have the option to manually or automatically level the truck. The computerized system will ensure full outrigger extension, proper jack penetration, and will level the vehicle within 1/2 a degree of level for safe operation of the aerial device.
- One (1) electric toggle switch for the engaging the emergency power unit.
- Two (2) fully extended beams green indicator lights: these lights will be illuminated when each of the respective stabilizer beams are fully extended.
- Three (3) firm on ground green indicator lights: each light will be illuminated when its respective stabilizer shoe is in the load supporting condition.

Each toggle switch will activate the engine fast idle automatically.

Manual override will be supplied for each stabilizer control valve.

A stabilizer deployment audible warning alarm will be provided and activated by the stabilizer movement.

A "Stabilizers Not Stowed" indicator will be provided in the driver's compartment. It will illuminate automatically whenever the stabilizers are not fully stowed to prevent damage to the apparatus if moved. The stabilizer system will also be wired to the "Do Not Move Indicator Light", which will flash whenever the apparatus parking brake is not fully engaged and the stabilizers are not fully stowed.

STABILIZER PAN MATERIAL

The aerial stabilizer pans will be polished stainless steel.

STABILIZER CONTROL BOX DOORS

A vertically hinged smooth aluminum door will be provided over each stabilizer control box. The door will be hinged along the outboard edge and be provided with a Southco C2 chrome raised trigger lever latch.

HYDRAULIC SYSTEM

All hose assemblies will be assembled and crimped by the hose manufacturers certified technician.

All manufacturing employees responsible for the installation of hydraulic components will be properly trained. Training will include: proper handling, installation, torque requirements, cleanliness and quality control procedures for hydraulic components.

Hoses used in the aerial hydraulic system will be of a premium quality hose with a high abrasion resistant cover. All pressure hoses will have a working pressure of 4000 psi and a burst pressure rating of 16,000 psi.

All hydraulic fittings and tubing will be plated to minimize corrosion.

The fitting will use an O-ring seal where possible to minimize hydraulic leaks.

An interlock will be provided that prevents activation of the hydraulic pump until the transmission is placed in neutral and the parking brake is set as outlined in the current NFPA 1901 standard.

The system will meet the performance requirement of the current NFPA 1901 standard, which requires adequate cooling less than 2.5 hours of operations.

All hydraulic components that are non-sealing whose failure could result in the movement of the aerial will comply with current NFPA 1901 standards and have burst strength of 4:1.

Dynamic sealing components whose failure could cause aerial movement will have a margin of 2:1 on maximum operating pressure per the current NFPA 1901 standard.

All hydraulic hoses, tubes, and connections will have a minimum burst strength of 4:1 per the current NFPA 1901 standard.

A hydraulic oil sight gauge will be supplied at the rear of the unit for easy fluid level verification.

A chassis mounted positive displacement piston pump for consistent pressure and rapid responses will supply hydraulic power for all aerial operations. The positive displacement pump will provide 3,150psi. The hydraulic pump will be solely dedicated to aerial operations.

Each aerial will be evaluated as to the region and climate where it will be used to determine the optimum viscosity and proper oil grade. Oil viscosity will be based on an optimum range of 80 to 1000 SUS during normal aerial use. Before shipment of the unit, an oil sample will be taken and analyzed to confirm the oil is within the allowable ISO grade tolerance.

The aerial hydraulic system will have a minimum oil cleanliness level of ISO 18/15/13 based on the ISO 4406:1999 cleanliness standard. Each customer will receive a certificate of actual cleanliness test results and an explanation of the rating system.

Each aerial will include an oil sample port, identified with a yellow dust cap and a label, for subsequent customer testing.

Ball valves will be provided in the hydraulic suction lines to permit component servicing without draining the oil reservoir.

The aerial will incorporate the use of trombone steel tubes inside the stabilizer beams to eliminate hydraulic hose wear and leaks.

Hydraulic power to the ladder will be transferred from the pedestal by a hydraulic swivel.

The system hydraulic pressure will be displayed on the turntable display.

The hydraulic system will be additionally protected from excessive pressure by a secondary pressure relief valve set at 3,150 psi. In the event the main hydraulic pump compensator malfunctions, the secondary relief will prevent system damage.

HYDRAULIC CYLINDERS

All cylinders used on the aerial device will be produced by a manufacturer that specializes in the manufacture of hydraulic cylinders.

Each cylinder will include integral safety holding cartridges.

Each cylinder will be designed to a minimum safety factor of 4:1 to failure.

All safety holding cartridges will be installed at the cylinder manufacturer, in a controlled clean environment to avoid possible contamination and or failure.

POWER TAKEOFF/HYDRAULIC PUMP

The apparatus will be equipped with a power takeoff driven by the chassis transmission and actuated by an electric shift, located inside the cab. The power takeoff which drives the hydraulic pump will meet all the requirements for the aerial unit operations.

A green indicator light will be installed on the cab instrument panel to notify the operator that the power takeoff is engaged.

An interlock will be provided that allows operation of aerial power only after the chassis spring brake has been set and the chassis transmission has either been placed in the neutral position or drive position after the driveline has been disengaged from the rear axle.

The hydraulic system will be supplied by a variable displacement load and pressure compensating piston pump. The pump will meet the demands of all three simultaneous aerial functions. The pump will provide proper flow for single aerial function with the engine at idle speed. A switch will be provided on the control console to increase the engine speed for multiple function operation.

EMERGENCY PUMP

The hydraulic system will be designed with an auxiliary power unit meeting the guidelines of the current NFPA 1901 standard.

The aerial will be equipped with an emergency hydraulic pump, electrically driven from the truck batteries. The pump will be capable of running for 30 minutes for limited aerial functions to stow the unit in case of a main pump or truck system failure. A momentary switch will be located at the stabilizer and aerial control locations to activate the emergency pump.

AERIAL CONTROL VALVE

The aerial hydraulic control valve will be designed with special spool flows, limiting the oil flow for the designed function speed. The valve will be electrically controlled and be located in the control console with the handles oriented downward for manual operation. The activation handles will be spaced a minimum of 3.50" for ease of operation. The valve spools will be designed to bleed off downstream pressure, in the neutral position and allow proper sealing of any cylinder holding cartridge.

OIL RESERVOIR

The oil reservoir will have a minimum capacity of 20 gallons. The oil fill location will be easily accessible and be labeled "Hydraulic Oil Only" and also indicate the grade of oil that is installed in the reservoir. The fill will have a desiccant breather filter with a water capacity of 4 fluid ounces and a 5 micron rating.

Two suction ports will be provided, one for the main hydraulic pump and one for the emergency pump. The main suction will be slightly elevated off the bottom of the reservoir. The emergency suction port will be closer to the bottom of the reservoir to provide some reserve oil for emergency operation.

A temperature sending unit in the reservoir will provide indication of the oil temperature on an electronic display.

The hydraulic oil reservoir will be labeled per the current edition of NFPA 1901 standard.

RETURN FILTER

The low pressure oil filter will be integrated with the hydraulic manifold and designed to prevent oil loss during filter change. The system will incorporate the following filter to provide dependable service:

- return filter: beta 200 at 6 micron

HYDRAULIC SWIVEL

The aerial ladder will be equipped with a six (6) port, high pressure hydraulic swivel which will connect the hydraulic lines from the hydraulic pump and reservoir through the rotation point to the aerial control bank. The hydraulic swivel will allow for 360 degree continuous rotation of the aerial.

ELECTRIC SWIVEL

The ladder will be equipped with an electric swivel to allow 360 degrees rotation of the aerial while connecting all electrical circuits through the rotation point. A minimum of 28 collector rings will be provided that are capable of supplying 20 amp continuous service. All collector rings will be enclosed and protected with desiccant plugs against condensation and corrosion. No oil or silicone will be used.

WATER SWIVEL

Water will be transferred to the aerial waterway by means of a 5.00" internal diameter waterway through the swivel, permitting 360 degree continuous rotation.

13-BIT ABSOLUTE ENCODER

The aerial ladder will be equipped with a 13-Bit Absolute Encoder, CAN-based, which provides 8192 counts per shaft turn for position and direction reference.

The 13-Bit Absolute Encoder will provide a unique binary word to reference each position and direction for all 360 degrees of rotation.

If the power is interrupted for any reason, the 13-Bit Absolute Encoder will allow power to be returned to the system without having to re-zero the settings.

The 13-Bit Absolute Encoder will be an integral part of a micro-processor based control system.

ELECTRICAL SYSTEM

The standard 8 conductor cable to the tip contains 10 AWG conductors.

The aerial device will utilize a microprocessor-based control system. The system will consist of the following components:

Control System Modules

Each of the control system modules will be configured as follows:

Sealed to a NEMA 4X rating

Operating range from -40 degrees F to 156 degrees F (-40 degrees C to 70 degrees C)

Communicate using J1939 data link

Two (2) diagnostic LED lights

One (1) green light that illuminates when module has power (B+) and ground

One (1) red light that flashes to indicate the module is capable of communicating via the data link

Up to 16 diagnostic LEDs on each module

Ground matrix identification system

The following control system modules will be used:

Control Module

Main controller for the system

USB connection allows for computer diagnostics

Power Module

Built-in fault sensing

Eight (8) digital outputs

Pulse width modulating (PWM) capable

10A continuous per output

Circuit protection based on actual current draw (not affected by heat)

Current Control Module

Built-in fault sensing

Three (3) analog inputs

Eight (8) digital outputs

Pulse width modulating (PWM) capable

3A continuous per output

Closed Loop System

Circuit protection based on actual current draw (not affected by heat)

Input Module

16 software selectable (digital or analog) inputs

Output Module

16 digital outputs

Input/Output Module

Eight (8) software selectable (digital or analog) inputs

Eight (8) digital outputs

TIP LIGHT

There will be two (2) Whelen® Model MP**, 5,695 lumens 12 volt DC LED lights installed at the tip of the aerial device.

One (1) will be located on the left side with left side tip light to include spot optics.

One (1) will be located on the right side with right side tip light to include spot optics.

- The light(s) to be installed on adjustable bail bracket(s).
- The painted parts of this light assembly to be black

The lights will be controlled with the tracking lights.

TRACKING LIGHTS

There will be two (2) HiViz FT-WL-X-9-*, 5,734 effective lumens 12 volt DC lights with white LEDs and adjustable mounts installed on the base section of the aerial device below the hand rails per the following:

- One (1) located on the left side. The left side tracking light to include a combination of flood and spot optics.
- One (1) located on the right side. The right side tracking light to include a combination of flood and spot optics.
- The painted parts of the light housing and brackets to be black.

The tracking lights will be controlled by a switch located at the platform/tip, turntable, pump panel, and driver side cab switch panel.

LIGHTING ON AERIAL LADDER

There will be TecNiq, Model D02 LED rung lighting provided on both sides of the aerial ladder base, lower and upper mid, and fly sections. The lighting will be located adjacent to the ladder rungs along the lower rail of the ladder sections and will run the length of the ladder section.

The color of the sections will be:

- The base section of the ladder to be red.
- The lower mid section of the ladder to be red.
- The upper mid section of the ladder to be blue.
- The fly section of the ladder to be white.

The LED rung lighting will be activated when a switch within reach of the driver is activated and a switch at the turntable operator's panel is activated through the master battery switch.

The lights may be load managed when the parking brake is applied.

STABILIZER WARNING LIGHTS

There will be two (2) Whelen®, Model M6*, LED flashing warning lights with clear lenses and Whelen, Model M6FC, chrome flanges installed on the stabilizer cover panels, one (1) each side.

- The LED lights will be red.

These warning lights will be activated by the same switch as the side warning lights.

STABILIZER BEAM WARNING LIGHTS

There will be two (2) Whelen®, Model T0R00FRR, 2.00" round red LED flashing lights mounted on each out and down stabilizer, one (1) facing forward and one (1) facing rearward.

The lights will be recessed in the horizontal beam of the stabilizer.

These warning lights will be activated with the aerial master switch.

STABILIZER SCENE LIGHTS

There will be three (3) Amdor, Model AY-LB-12HW012, 190 lumens, 12.00" long, white LED strip lights installed to illuminate the area around the aerial stabilizers, one (1) light per stabilizer. The lights will be activated by the aerial master switch.

2-WAY AERIAL COMMUNICATION SYSTEM

There will be a Fire Research model ICA910 two-way intercom system provided. The control module with an LED volume display and push-button volume control will be located on the turntable operator console.

A hands free module will be located at the aerial tip or platform and constantly transmit to the other module unless the control module push-to-talk button is pressed.

Each intercom unit will be weatherproof.

AERIAL PEDESTAL

The aerial pedestal will accommodate the height of the cab.

LIFTING EYE ASSEMBLY - ROPE RESCUE ATTACHMENT

A lifting eye assembly will be provided that is designed to evenly distribute load at the tip of the aerial. The lift eye assembly is retained by two (2) locking pins, one (1) at each end outboard side of the egress. Leveling is maintained by the lifting eye assembly rotating within the egress mounting. The lifting eye assembly rating will match the capacity rating of the aerial device.

AERIAL TURNTABLE MANSAYER™ BARS

ManSaver™ bars will be installed at the aerial turntable.

WATER SYSTEM

A waterway system will be provided consisting of the following components and features:

A 5.00" pipe will be connected to the water supply on one end and to a 5.00" internal diameter water swivel at the rotation point of the turntable. The water swivel will permit 360 degree continuous rotation of the aerial device.

The 5.00" waterway swivel is to be routed through the rotation point up to the heel pin swivel. The heel pin swivel will allow the water to flow to the ladder pipe while elevating the aerial ladder from -10 degrees to 77 degrees. The heel pivot pin is not integral with the waterway swivel at any point. The design of the waterway will allow complete servicing of the waterway swivel without disturbing the heel pivot pin.

The integral telescopic water system will consist of a 4.50" diameter tube in the base section, a 4.00" diameter tube in the inner mid-section, a 3.50" diameter tube in the outer mid-section, and a 3.00" diameter tube in the fly section. The telescopic waterway will be constructed of anodized aluminum pipe.

The aerial will be capable of discharging up to 1000 gpm at 100 psi parallel to the ladder and 90 degrees to each side of center while maintaining the rated tip load.

The aerial will be capable of discharging between 1001 and up to 1500 gallons per minute at 100 psi parallel to the ladder and 40 degrees to each side of center while maintaining the rated tip load.

The master stream will be capable of flow up to 30 degrees above horizontal.

An adjustable pressure relief valve will be furnished to protect the aerial waterway from a pressure surge.

A 1.50" drain valve will be located at the lowest point of the waterway system.



WATERWAY SEALS

The waterway seals will be of type-B PolyPak design, composed of nitroxile seal and a nitrile wiper, which together offer maximum stability and extrusion resistance on the waterway. The seal will be capable of withstanding pressures up to 2000 psi, temperatures in excess of 250 degrees Fahrenheit and have resistance to all foam generating solutions. The seals will be internally lubricated.

The waterway seals will have automatic centering guides constructed of synthetic thermalpolymer. The guides will provide positive centering of the extendible sections within each other and the base section to insure longer service life and smoother operation.

AERIAL MONITOR

An Akron Model 3480 monitor with stow and deploy will be provided at the tip with a Akron 1500 gpm Model 5178. This monitor will allow for an additional 30 degrees of travel above horizontal at the aerial tip.

The monitor's functions will be controlled electrically from two (2) separate locations. One (1) control will be located at the control console and the other at the ladder tip.

There will be a courtesy light at the tip of the aerial to illuminate the controls.

If the aerial has a quick-lock waterway, a limit switch will be provided to disable the extended vertical travel when the monitor is locked to the lower ladder section.

AERIAL WATERWAY FLOW METER

Waterway flow, including total water flowed, will be monitored by the microprocessor. An LCD display will be located at the turntable control station.

REAR INLET

A 5.00" NST inlet to the aerial waterway will be provided at the rear of the apparatus. The inlet will have 5.00" aluminum plumbing. It will be furnished with a 5.00" chrome plated adapter and a 5.00" chrome plated, long handle cap.

WATERWAY LOCKING SYSTEM

The aerial ladder waterway monitor will be capable of being positioned at either the fly section or at the next lower section of the ladder.

The monitor location will be changeable by the use of a single handle, located at the side of the ladder.

The handle, attached to a cam bracket, will simply be moved forward to lock the monitor at the fly section and back to lock it to the previous section.

There will be no pins to remove and reinstall.

The monitor will be operational at all times, regardless of its position, without connecting or disconnecting electrical lines.

STORZ INLET ADAPTER

There will be one (1) 5.00" FNST x 5.00" Storz adapter with blind cap provided on the aerial inlet.

2.50" AUXILIARY OUTLET AT AERIAL TIP

An auxiliary hose connection outlet will be supplied at the tip of the aerial ladder. It will be located on the left hand side of the aerial waterway.

Flow to the auxiliary outlet will be supplied by 2.50" piping. A 2.50" gate valve with a non-rising stem and crank handle will be supplied. A cap and chain will be provided.

Flow to the aerial waterway monitor will be controlled by a 4.00" aluminum butterfly valve with a handwheel. The valve will be located at the monitor inlet.

A 200 psi relief valve and a 0.75" automatic drain valve will be supplied in the waterway at the tip.

TOOLS

The following tools will be provided for retorquing of all specified bolts as recommended by the manufacturer:

- Torque Wrench
- All Required Extensions, Sockets and Adapters
- 4-to-1 Multiplier

MANUALS

Two (2) operator maintenance manuals and two (2) wiring diagrams pertaining to the aerial device will be provided with the apparatus at time of pick-up.

INITIAL INSTRUCTION

On initial delivery of the fire apparatus, the contractor will supply a qualified representative to demonstrate the apparatus and provide initial instruction to the fire department regarding the operation, care, and maintenance of the apparatus for a period of three (3) consecutive days.

LOOSE EQUIPMENT

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

PAINT PROCESS

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion.
3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T. standard in critical areas. The manufacture's written paint standards will be available upon request.

TWO-TONE CAB PAINT

The cab will be painted two-tone with the upper section painted 765 Charcoal Metallic and the lower section painted 351 Red. There will be a standard two-tone cab paint break provided.

There will be a standard cab shield provided.

BODY PAINT

The body will be painted to match the lower section of the cab.

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted are:

- Frame rails
- Frame liners
- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

PAINT, REAR WHEELS

All wheel surfaces, inside and outside of inboard steel wheels only, will be provided with powder coat paint #101 black.

AXLE HUB PAINT

All axle hubs will be painted to match lower job color.

COMPARTMENT INTERIOR PAINT

The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

AERIAL DEVICE PAINT COLOR

The aerial device paint procedure will consist of a six (6) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the aerial device structural components above the rotation point will be thoroughly cleaned and mechanically shot-blasted to remove metal impurities and prepare the aerial for painting.
2. Primer/Surfacer Coats - A two (2) component urethane primer/surfacer will be applied to the mechanically shot-blasted metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. All seams will be caulked with a two (2) component epoxy caulk before painting.
3. Hand Sanding - The primer/surfacer coat of the outer surfaces of the hand rails and base rails will be lightly sanded to a smooth finish.
4. Sealer Primer Coat - A two (2) component sealer primer coat will be applied over the sanded primer.
5. Topcoat Paint - Urethane base coat will be applied to opacity for correct color matching.
6. Clearcoat - Two (2) coats of an automotive grade two (2) component urethane will be applied.

Surfaces that will not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate.

All buy out components, such as monitor, nozzle, gauges, etc. will be supplied as received from the vendor.

Removable items such as brackets will be removed and painted separately to ensure paint coverage behind all mounted items.

The stabilizer beams, pedestal and torque box (including water tank cradle) will be treated with epoxy E-coat prior to painting to help provide resistance to corrosion and chemicals. The stabilizers and torque box will be painted black.

The aerial device components will be painted as follows using the aforementioned six (6) step finishing process:

- Aerial device ladder sections and extension cylinders: charcoal metallic 765

- Aerial turntable: charcoal metallic 765
- Aerial control console: charcoal metallic 765
- Aerial lift cylinders: charcoal metallic 765
- Aerial egress: #50 red (will be a contrasting color to the aerial device)
- Aerial boom support: charcoal metallic 765

REFLECTIVE STRIPES

Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" gold stripe at the top with a 1.00" gap then a 6.00" gold stripe with a 1.00" gap and a 1.00" gold stripe on the bottom.

CHEVRON STRIPING ON THE FRONT BUMPER

There will be alternating chevron striping located on the front bumper.

The colors will be red and Solid Yellow 983-71 diamond grade.

The size of the striping will be 6.00".

REAR CHEVRON STRIPING

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. Covered surfaces will include the rear wall and aluminum doors. Roll up doors and stainless steel access doors will not be covered in chevron.

The colors will be black and ruby red reflective.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

REFLECTIVE STRIPE ON STABILIZERS

There will be a 4.00" wide yellow diamond grade reflective stripe provided on the forward and rear facing side of all aerial stabilizers.

JOG(S) IN REFLECTIVE BAND

The reflective band located on each side of the apparatus body will contain one (1) jog(s) and will be angled at approximately a 45 degrees when installed.

INVERTED "V" CHEVRON STRIPING ON CAB AND CREW CAB DOORS

There will be alternating chevron striping located on the inside of each cab and crew cab door.

The striping will consist of the following colors:

The first color will be red diamond grade

The second color will be yellow diamond grade

The size of the striping will be 4.00".

CAB STRIPE

There will be a reflective stripe provided on both sides of the cab in place of the chrome molding.

LETTERING

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

LETTERING

Twenty-one (21) to forty (40) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

LETTERING

There will be reflective lettering, 14.00" high, with outline and shade provided. There will be three (3) letters provided.

LETTERING

Twenty-one (21) to forty (40) reflective lettering, 8.00" high, with outline and shade will be provided.

LETTERING

There will be reflective lettering, 6.00" high, with outline and shade provided. There will be 14 letters provided.

LETTERING

There will be genuine gold leaf lettering, 3.00" high, with outline and shade provided. There will be six (6) letters provided.

LETTERING

There will be non-reflective vinyl lettering, 18.00" high, with no outline or shade provided. There will be one (1) letter provided.

MALTESE CROSS INSTALLATION

There will be one (1) pair of maltese crosses, comprised of genuine gold leaf material, provided and installed on the forward cab doors.

FIRE APPARATUS PARTS CD MANUAL

There will be two (2) custom parts manuals for the complete fire apparatus provided in CD format with the completed unit.

The manuals will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in alphabetical order
- Instructions on how to locate parts

The manuals will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

SERVICE PARTS INTERNET SITE

The service parts information included in these manuals are also available on the factory website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

CHASSIS SERVICE CD MANUALS

There will be two (2) CD format chassis service manuals containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

CHASSIS OPERATION CD MANUALS

There will be two (2) CD format chassis operation manuals provided.



Certification Document CD0156

Statement of Compliance to NFPA 1901-2016

Vehicle Stability

Pierce fire apparatus comply with NFPA 1901 Section 4.13 Vehicle Stability using the tilt table method. As prescribed by the standard, each apparatus is compared to a substantially similar apparatus that has been loaded as required and tested on a tilt table per the SAE J2180 test procedure. If the apparatus configuration was not expected to meet the minimum tilt table criteria, then it will be equipped with the Electronic Stability Control option. A listing of all tested apparatus is maintained by the Research and Development lab and is available for inspection at the Appleton factory.



4.13 Vehicle Stability.

4.13.1* Rollover Stability. The apparatus shall meet the criteria defined in 4.13.1.1, or it shall be equipped with a stability control system in accordance with 4.13.1.2.

4.13.1.1 The apparatus shall meet the criteria defined in either of the following:

- (1)*The apparatus shall remain stable to 26.5 degrees in both directions when tested on a tilt table in accordance with SAE J2180, *A Tilt Table Procedure for Measuring the Static Rollover Threshold for Heavy Trucks*.
- (2) The calculated or measured center of gravity (CG) shall be no higher than 80 percent of the rear axle track width.

4.13.1.1.1 Compliance shall be certified by testing, calculating, or measuring the apparatus or by comparing the apparatus to a compliant, substantially similar example apparatus, and the certification shall be delivered with the fire apparatus.

4.13.1.1.2 The example apparatus shall be considered substantially similar if it includes a chassis with the same or higher CG height, the same or narrower rear axle track width, the same or greater water tank size and CG height, the same type of front and rear suspension, and the same type and size of aerial device.

4.13.1.1.3 For purposes of 4.13.1.1, the apparatus shall be loaded with fuel, fire-fighting agents, hose, ladders, a weight of 250 lb in each seating position, and weight equivalent to the miscellaneous equipment allowance as defined in Table 12.1.2.

4.13.1.1.3.1 If the apparatus is designed to meet a specified higher equipment loading or larger hose bed capacity or to carry additional ground ladders, these greater loads shall be included in the testing, calculating, or measuring.

4.13.1.1.3.2 The weight added to the fire apparatus for the purpose of test, calculation, or measurement shall be distributed to approximate typical in-service use of the fire apparatus while not exceeding the manufacturer's published individual compartment weight ratings.

4.13.1.2 If the apparatus is equipped with a stability control system, the system shall have, at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer, and individual wheel brake controls.

VALIDATION TEST: Multiple Tests

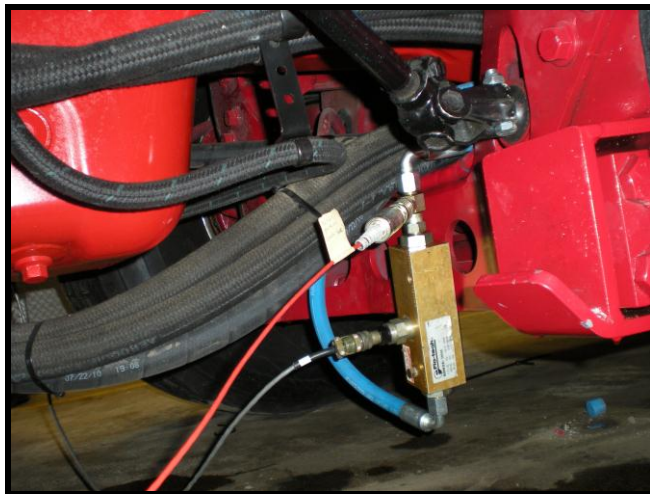
Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 1, 2017



Certification Document CD0098 Power Steering System

Pierce Manufacturing, Inc. certifies that the power steering system as installed in our custom chassis meets the requirements of the component supplier, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce internal design standards.



VALIDATION TEST: RD1987, RD2055
RD2056, RD2057, RD2058, RD2059

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David W. Archer".

David W. Archer
Director of Engineering
June 03, 2011

PIERCE MANUFACTURING INC.®

AN OSHKOSH TRUCK CORPORATION® COMPANY



Certification Document CD0189
Saber® FR - Enforcer™
Cab Integrity Certification

Pierce Manufacturing certifies the integrity of the Saber® FR – Enforcer™ cab relative to occupant protection.

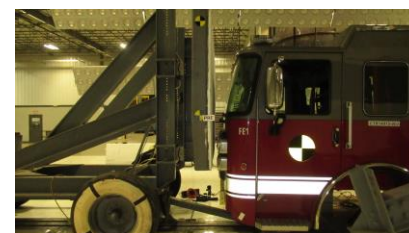
A specimen representing the substantial structural configuration of the Saber® FR – Enforcer™ cab models has been successfully tested in accordance with the following standards.

- SAE J2422 Cab Roof Strength Evaluation – Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No. 29.
- SAE J2420 COE Frontal Strength Evaluation – Dynamic Loading Heavy Trucks.

Side Impact: The test cab was subjected to dynamic preload where a 14,320 lb. moving barrier was impacted into the top corner with sufficient speed to impact the top corner of the cab with 13,000 ft-lbs. of energy. This satisfies SAE J2422 requirements.



Frontal Impact: The test cab was struck by the 14,320 lb. moving barrier at a speed sufficient to impart the required 65,098 ft-lbs. of energy. Twice the energy required per SAE J2420.



Roof Crush: This test cab was then subjected to a roof crush force of 110,000 lbs. This value exceeds the ECE 29 criteria, which must be equivalent to the front axle rating. This is 4.6 times higher than max. front axle rating.



Pass-Fail criteria of the SAE tests and the ECE 29 test is a measure of whether the “survival space” inside the cab is compromised, all doors remain shut, and the cab remained attached to the chassis frame in at least one location. The Pierce cab met all of the Performance Criteria requirements on all 3 integrity tests.

Witnessed and certified by:

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David W Archer", written in a cursive style.

David W Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY



Certification Document CD0137
Saber®FR – Enforcer™
Cab Doors

Pierce Manufacturing certifies the integrity of the Saber®FR – Enforcer™ cab doors.

Specimens representing the substantial structural configuration of the Saber®FR – Enforcer™ cab front and crew doors have been successfully tested to meet the following objectives:

OBJECTIVES:

- Survive a 200,000-cycle door slam test with a slam acceleration up to 20 g's on one representative
- Validate the assembly concept of the main structure of the door by evaluating the durability of the bonding technique.
- Evaluate components, structure, and mounting of the door during and the end of the test for fatigue and failure to ensure durability.
- Verify that the door seals function properly at the end of the test.
- Evaluate the new extrusions and castings of the cab doorframe during and at the end of the test for fatigue, failure, and deformation of seal flanges.
- Evaluate various mounting options for the electronic control module for durability during portions of the slam test.

CONCLUSIONS:

- The door structure and doorframe successfully completed a 200,000-cycle door slam test with a door slam acceleration of 20 g's.

VALIDATION TEST: RD2425

Pierce Manufacturing, Inc.

David Archer
November 18, 2014





Certification Document CD0132 **Saber®FR – Enforcer™** **Windshield Wiper System**

Pierce Manufacturing certifies the integrity of the Saber® FR –Enforcer™ Windshield Wiper System.

Specimens representing the configuration of the Saber® FR –Enforcer™ windshield wipers have been successfully tested to meet the following objectives:

OBJECTIVES:

- Complete 3,000,000 cycles of windshield wiper operation per SAE J198 § 6.2
- Inspect wiper motor, pivots, linkages, and mounts frequently to validate cumulative wiper system integrity.

CONCLUSIONS:

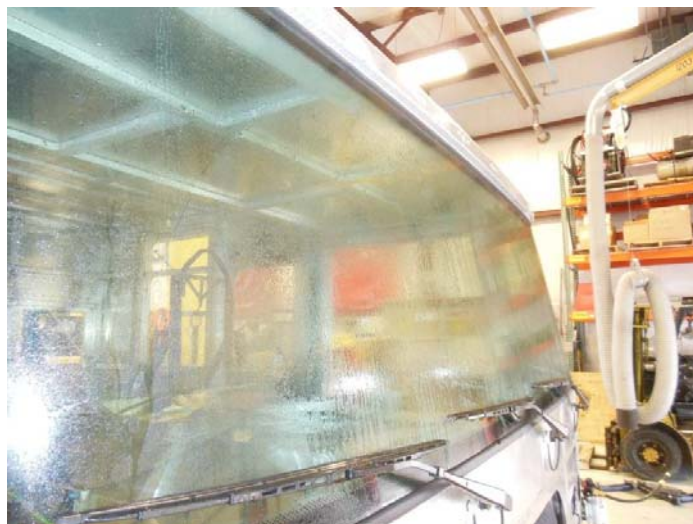
- The wiper linkage, pivots, and mounts successfully completed the 3,000,000 cycles.

VALIDATION TEST: RD2462

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer".

David Archer
Vice President of Engineering





Certification Document CD0133
Saber® FR – Enforcer™
Window Regulators

Pierce Manufacturing certifies the integrity of the Saber® FR – Enforcer™ window regulators.

Specimens representing the substantial structural configuration of the Saber® FR – Enforcer™ window regulators have been successfully tested to meet the following objectives:

OBJECTIVES:

- Electric window regulators withstand 30,000 up-down cycles.

CONCLUSIONS:

- The electric window regulators withstood 30,000 cycles without failure.

VALIDATION TEST: RD2425

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer".

David Archer
Vice President of Engineering





Certification Document CD0134

Saber® FR – Enforcer™ Seats and Seat Belts

Pierce Manufacturing certifies the conformance of the Saber® FR – Enforcer™ cab seats and seat belts to Federal Motor Vehicle Safety Standards. Representative Saber® FR – Enforcer™ Seat and Seat Belt designs have been tested successfully in accordance with FMVSS 207.

Physical testing was performed to qualify passenger seats to meet Federal Motor Vehicle Safety Standards (FMVSS) 207 and 210. This requires that a minimum of 3,000 lbf be applied to both the lap and shoulder belts via appropriate body blocks. A third force of twenty times the mass of the seat must be applied at the center-of-gravity (CG) of the seat. All three forces are applied at the same time, reached within thirty seconds of the start of the test, and be held for a minimum of ten seconds.

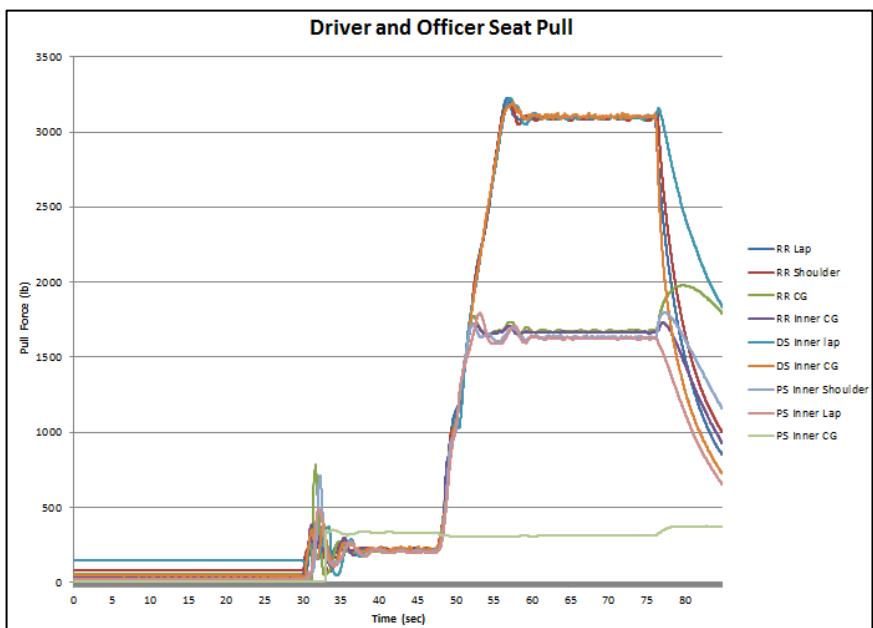
A force equal to twenty times the mass of the seat was applied to each seat in the direction opposite to the combination pull. A moment of 275 lb-ft was applied to the seat with reference to the H-point.

This testing ensures that the seat mounting and seat belt anchors are adequate to retain the seats and occupants in a crash. The Federal requirements are based on the high deceleration rates of passenger vehicles, so the design requirements are significantly more conservative considering the slower crash speeds of heavy trucks.

VALIDATION TESTS: RD2397

Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering



PIERCE MANUFACTURING INC.®

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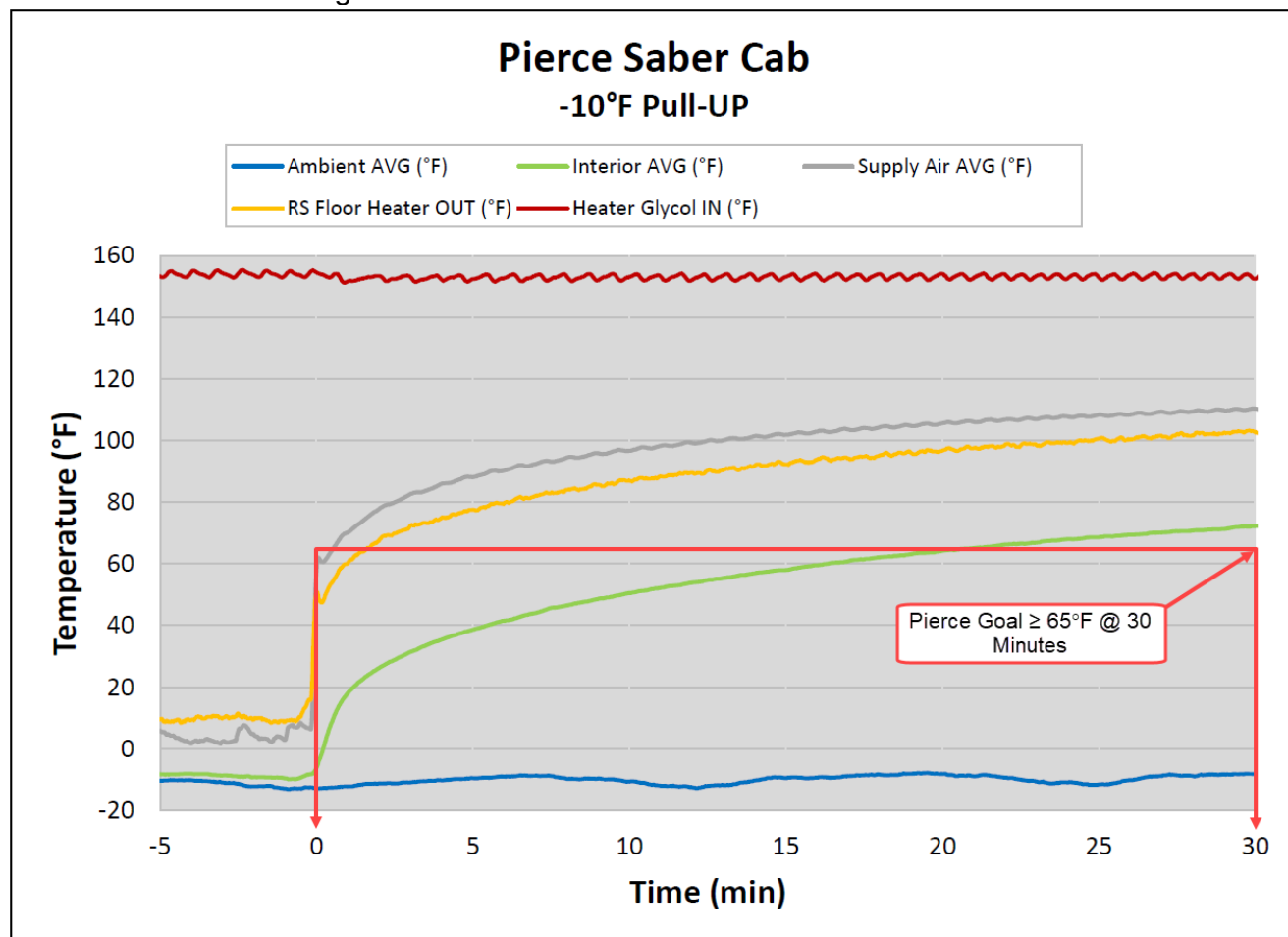
Certification Document CD0165

Saber® FR – Enforcer™ Cab Heater

Pierce Manufacturing certifies the performance of the Saber® FR – Enforcer™ cab heat systems.

The Saber®FR - Enforcer™ Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 82.3° F from -10° F to 72.3° F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10° F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer", written in a cursive style.

David Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY



Certification Document CD0167

Saber® FR - Enforcer™

Air Conditioning & Defrost

Pierce Manufacturing certifies the performance of the Saber®FR - Enforcer™ cab air conditioning and defrost system.

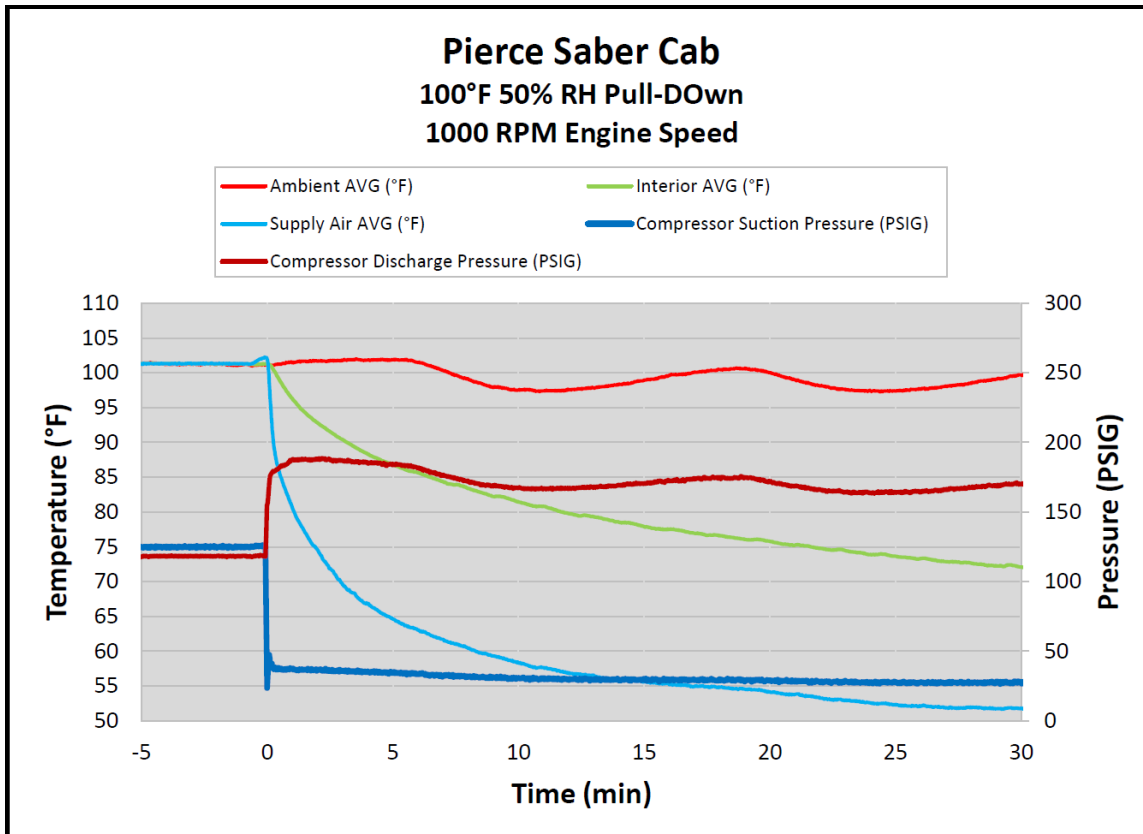
The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:

Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at 1000 RPM with the QP21 compressor

The vehicle was heat soaked in the environmental chamber. All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning turned on.

The average cab temperature dropped to a maximum of 72.1°F within 30 minutes.



Defrosting

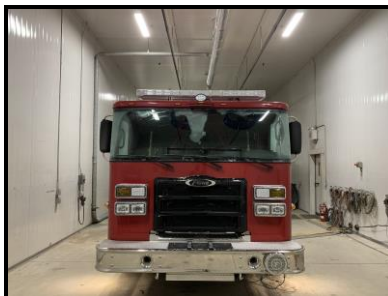
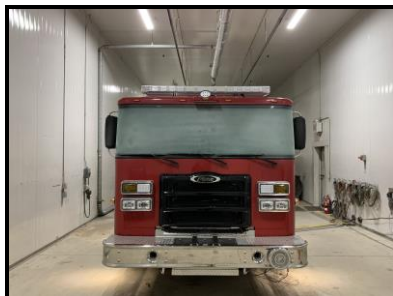
Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles*.

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold soaked to 0° F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run, and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared and the side windows were 75% cleared within the specified 30-minute period.

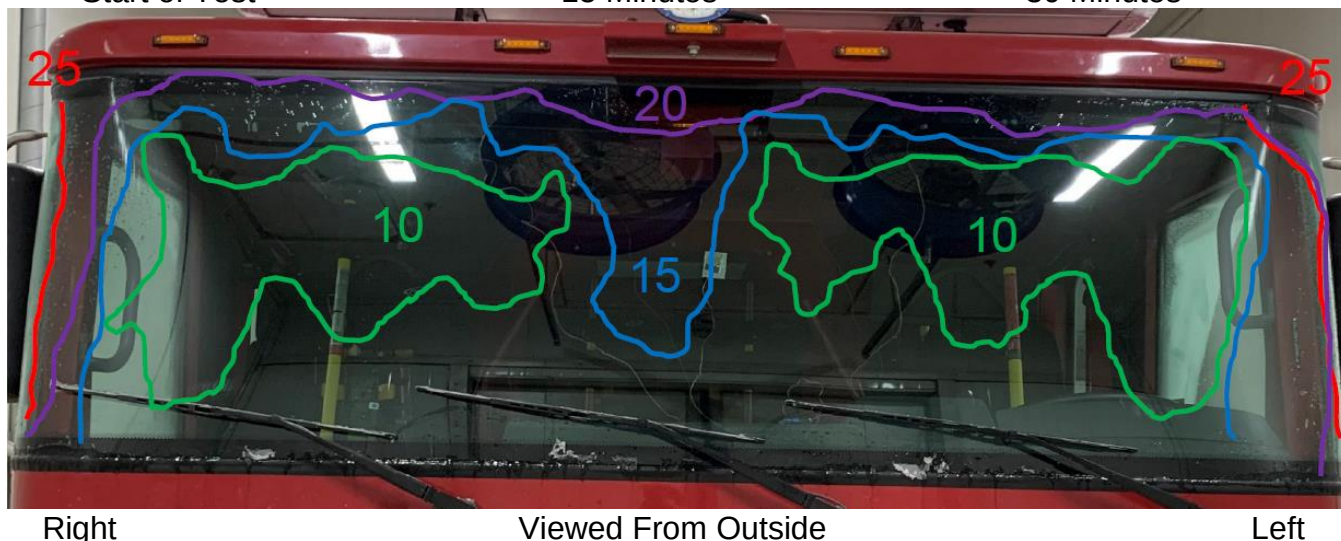
Defrost Results



Start of Test

15 Minutes

30 Minutes



VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David W. Archer". The signature is fluid and cursive, with the first name "David" being more prominent.

David W. Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY



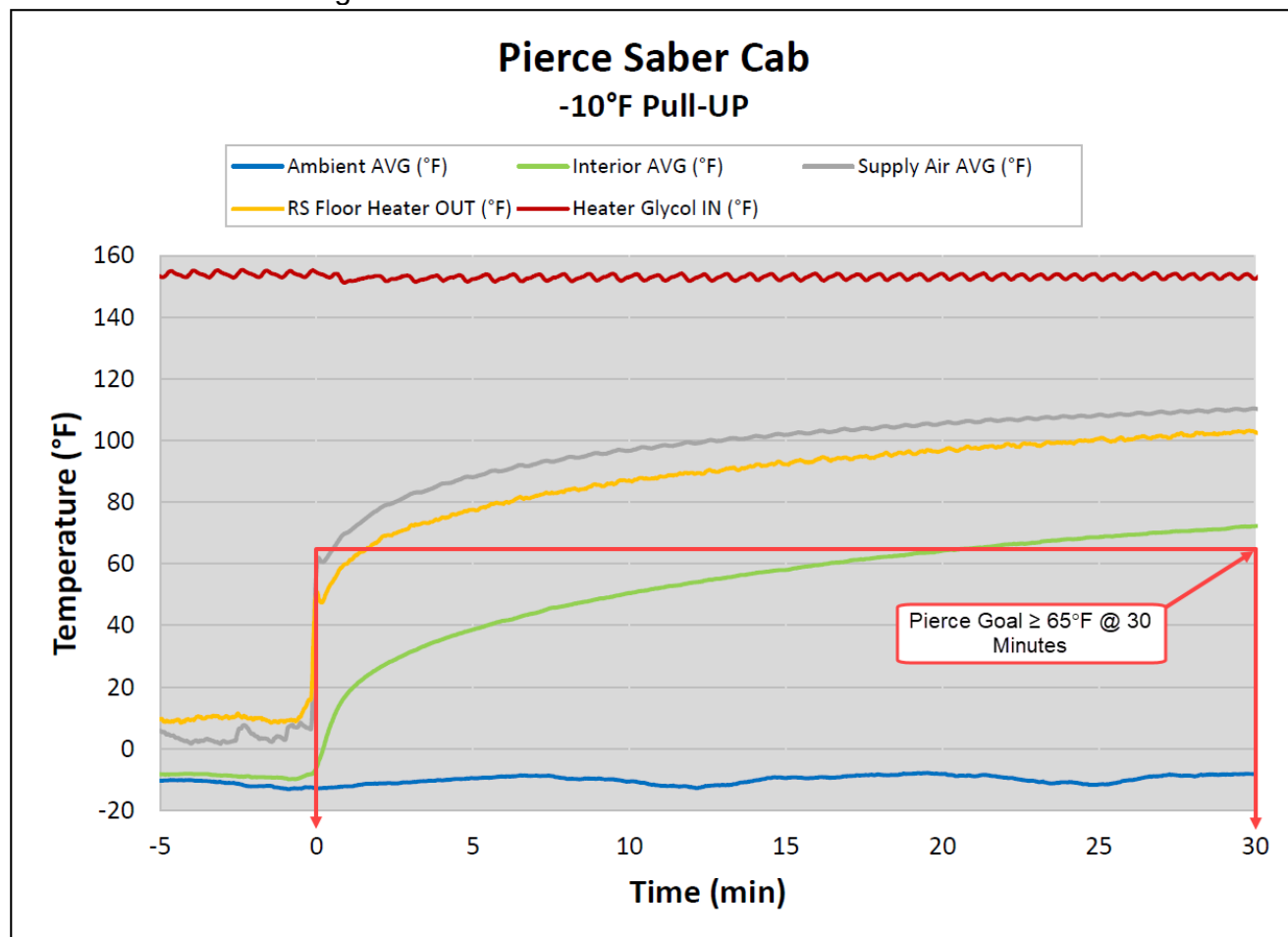
Certification Document CD0174

Saber® FR – Enforcer™ Cab Heater

Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Saber® FR – Enforcer™ cab heat systems.

The Saber®FR - Enforcer™ Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 82.3° F from -10° F to 72.3° F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10° F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David Archer".

David Archer
Vice President of Engineering

Mobile Climate Control, Inc.

A handwritten signature in purple ink, appearing to read "Brent Griffith".

Brent Griffith
Lead Test Engineer & Large Application Specialist

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY



Certification Document CD0175 Saber® FR - Enforcer™ Air Conditioning & Defrost

Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Saber®FR - Enforcer™ cab air conditioning and defrost system.

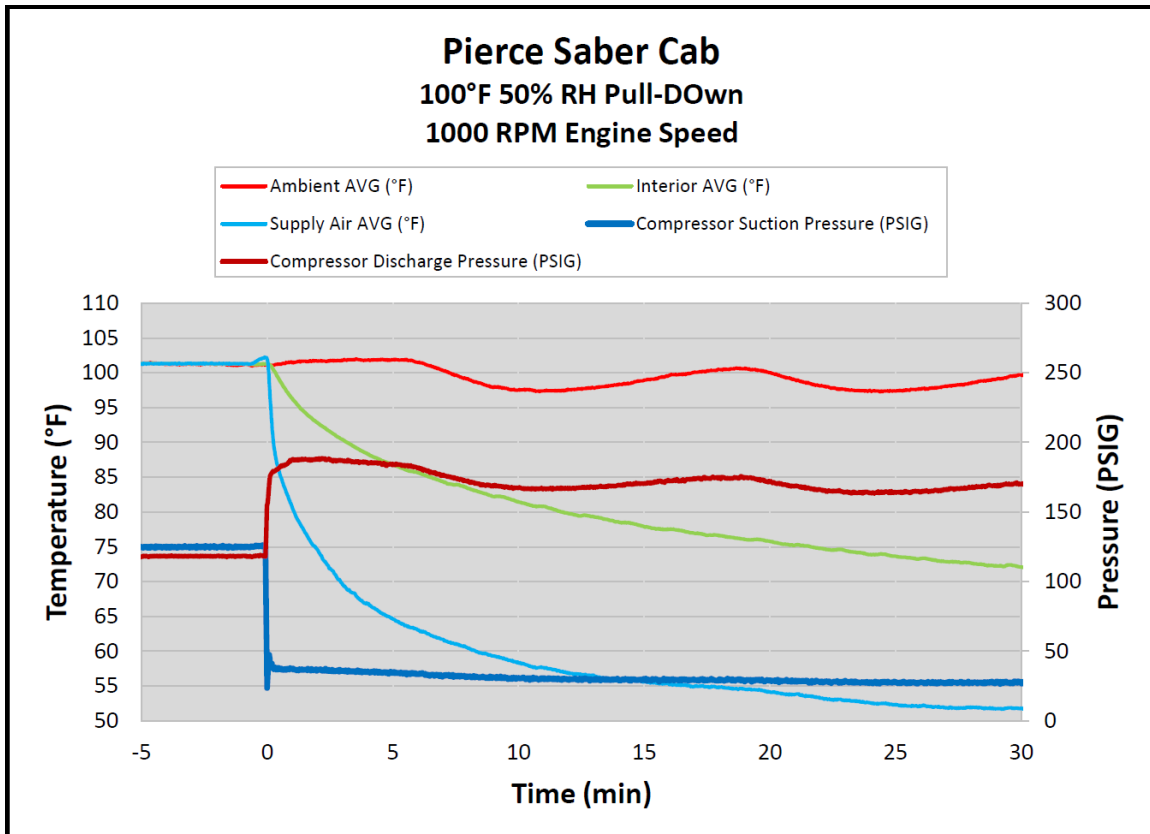
The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:

Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at 1000 RPM with the QP21 compressor

The vehicle was heat soaked in the environmental chamber. All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning turned on.

The average cab temperature dropped to a maximum of 72.1°F within 30 minutes.



Defrosting

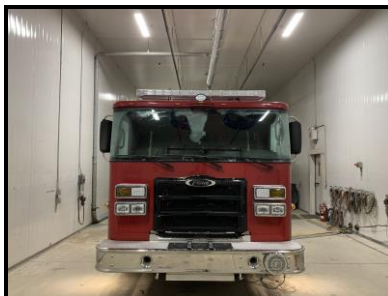
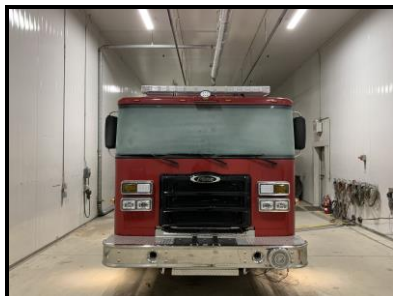
Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles*.

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold soaked to 0° F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run, and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared and the side windows were 75% cleared within the specified 30-minute period.

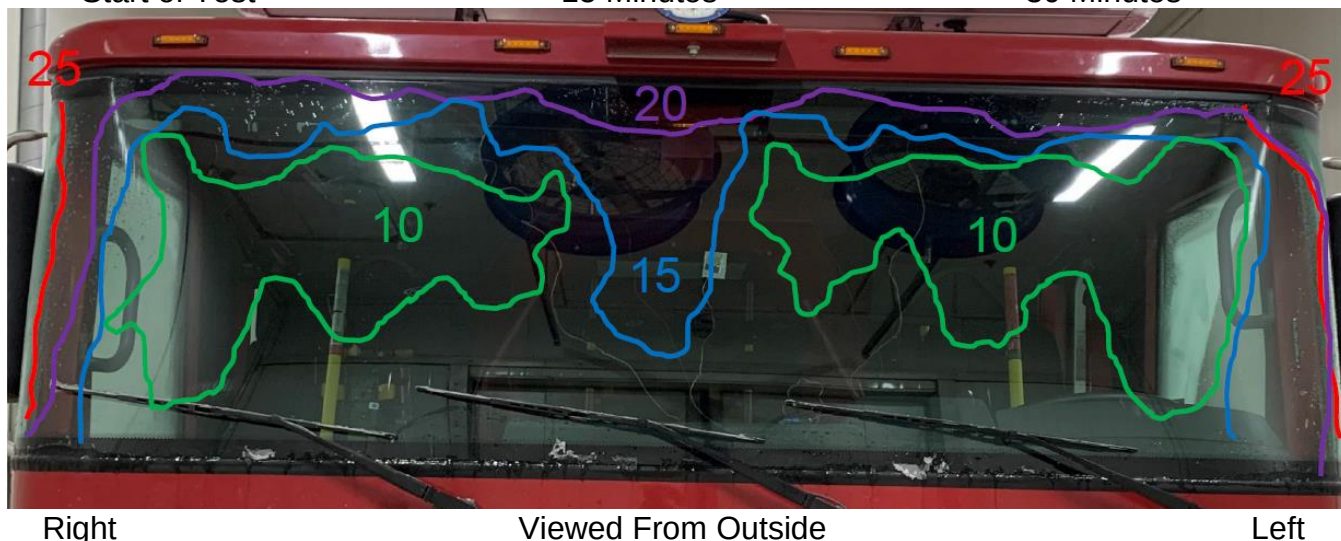
Defrost Results



Start of Test

15 Minutes

30 Minutes



VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.

A handwritten signature in black ink, appearing to read "David W. Archer".

David W. Archer
Vice President of Engineering

Mobile Climate Control, Inc.

A handwritten signature in purple ink, appearing to read "Brent Griffith".

Brent Griffith
Lead Test Engineer & Large Application Specialist



Turning Performance Analysis

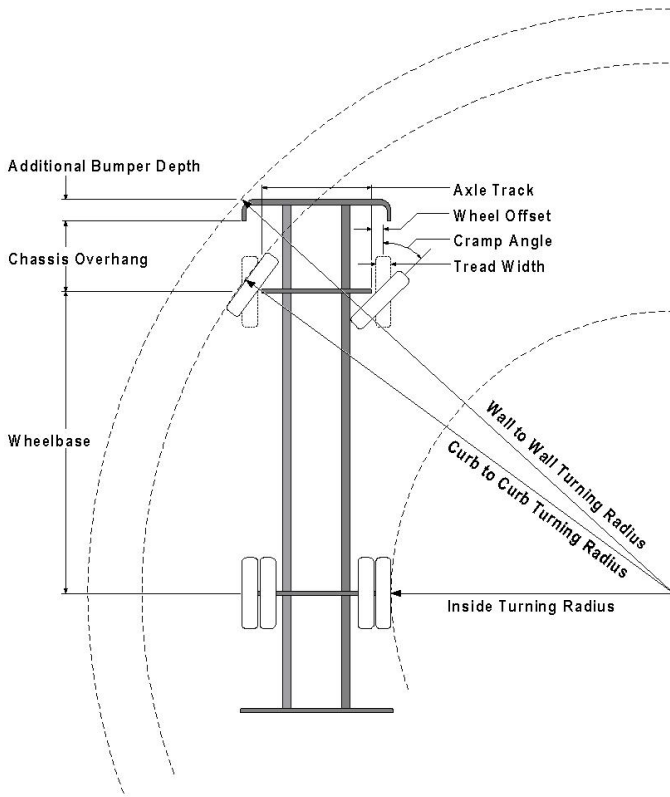
09/07/2023

Bid Number: 901

Department: Ormond Beach Fire Department

Chassis: Enforcer Chassis, Aerials, Single Axle, Ascendant PUC-NG

Body: Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body



Parameters:

*Inside Cramp Angle:	45°
Axle Track:	82.92 in.
Wheel Offset:	4.68 in.
Tread Width:	16.3 in.
Chassis Overhang:	65.95 in.
Additional Bumper Depth:	26 in.
Front Overhang:	91.95 in.
Wheelbase:	235.5 in.

Calculated Turning Radii:

Inside Turn:	18 ft. 7 in.
Curb to curb:	34 ft. 1 in.
Wall to wall:	38 ft. 10 in.

Category	Option	Description
Aerial Devices	0755098	Aerial, 107' ASL Single Axle, 750/500 Tip, 35 MPH Wind
Bumpers	0665981	Bumper, 26" Extended, Under Slung, Recessed Xlays/Trays, Saber FR/Enf
Axle, Front, Custom	0629940	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer
Wheels, Front	0019611	Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot
Tires, Front	0899438	Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply

Notes:

*Actual Inside cramp angle may be less than shown.

Curb to Curb turning radius calculated for 9.00 inch curb.

Definitions:	
Inside CrampAngle	Maximum turning angle of the front inside fire.
Axle Track	King-pin to King-pin distance of front axle.
Wheel Offset	Offset from the center line of the wheel to the King-pin.
Tread Width	Width of the tire tread.
Chassis Overhang	Distance of the center line of the front axle to the front edge of the cab. This does not include the bumper depth.
Additional Bumper Wheel	Depth that the bumper assembly adds to the front overhang.
Wheelbase	Distance between the center lines of the vehicles front and rear axles.
Inside Turning Radius	Radius of the smallest circle around which the vehicle can turn.
Curb to Curb Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures assumes a curb height of 9 inches.
Wall to Wall Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures takes into account any front overhang due to chassis , bumper extensions and or aerial devices.



Electrical Analysis

9/7/2023

Bid #: 901
Desc: 2023 Ormond Beach 107' Ascendant Aerial
Customer: Ormond Beach Fire Department
Option: Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT

Job #:
Sales Rep: Wallace, Robbie
Organization: Ten-8 Fire & Safety, LLC
Type: Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0001244	High Idle w/Electronic Engine, Custom		0.00	1.20	0.00
0002617	PTO switch, w/light - aerial		0.00	0.00	0.08
0010670	ABS Wabco Brake System, Single rear axle		0.00	6.00	0.00
0062992	Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt		0.00	0.00	1.00
0069390	Control, Air Horn At Pmp Pnl, Red Button		0.00	0.16	0.00
0072153	Primer, Trident, Air Prime, Air Operated		0.00	0.01	0.00
0079205	Batteries, (5) Stryten/Exide Grp 31, 950 CCA each, (1) Iso Bat,		0.00	3.00	0.00
0548006	Wiring, Spare, 15 A 12V DC 2nd		0.00	0.00	15.00
0548013	Wiring, Spare, 20 A 12V DC 2nd		0.00	0.00	40.00
0549333	Indicators, Engine, Included with Pressure Controller		0.00	0.35	0.00
0554452	Light, Front, Wln M6*C LED, Clear Lens 1st		0.00	2.70	1.80
0583938	Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3"		0.00	0.60	0.00
0589905	Alarm, Back-up Warning, PRECO 1040		0.00	0.50	0.00
0602622	Portable Hand Light, Provided by Fire Department, Quint NFPA		0.00	0.50	0.00
0604028	Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable		0.00	0.00	0.00
0604069	Hose Restraint, Two (2) Hose Beds, Aerial, Front Strap, 1" Heavy		0.00	0.00	0.00
0615264	Compt, Rear, Gortite Rollup Door, Ascendant Single Axle		0.00	0.00	0.00
0618458	Light, Pump Compt, Wln 3SC0CDCR LED White, PUC		0.00	0.36	0.00
0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber		0.00	26.00	0.00
0644201	Cab Lift, Elec/Hyd, Saber FR/Enforcer		0.00	180.00	0.00
0649587	Light, Map, Federal Littlite, LED, Gooseneck		0.00	0.00	0.10
0653677	Lighting, Rung, LED, TecNiq, 4 Section, Base, Lower/Upper Mid,		0.00	0.00	7.20
0672936	Lights, Side, Wln WIONSMC* LED, Chrome Flange, Mounted In		0.00	0.00	2.00
0672937	Lights, Side, Wln WIONSMC* LED, Chrome Flange, Mounted In		0.00	0.00	2.00
0676021	Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature		0.00	55.00	0.00
0683556	Light, Do Not Move Apparatus, Wln M2R Red LED		0.00	0.50	0.00
0735687	Engine Brake, Fully Integrated, Paccar MX13 Engine		0.00	0.42	0.00
0736729	Lights, HiViz FT-GESM LED 2nd		0.00	0.00	10.41
0736731	Lights, HiViz FT-GESM LED 1st		0.00	0.00	10.41
0773358	Lights, HiViz FT-B-46-*-* LED, 2nd		0.00	0.00	15.00
0773362	Lights, HiViz FT-B-46-*-* LED, 1st		0.00	0.00	15.00
0783158	Light, Visor, HiViz, FT-B-72-*-* , Cnt Feature		0.00	0.00	23.84
0797189	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st		0.00	0.00	7.50
0803875	Radio, AM/FM/WB, Jensen, Frt,Rear Aux In/Frt,Rear		0.00	0.00	2.00
0804781	Aerial Scene Lts Separated into Aerial Tip Category and Aerial		0.00	0.00	0.00
0806466	Lights, Backup, Wln M62BU, LED, For Tail Lt Housing		0.00	3.20	0.00
0808066	Camera, Pierce, 7" HD, RS, LS, R, Cameras, AHD		0.00	1.20	0.00
0895310	Siren, Federal Q2B		0.00	100.00	0.00
0548004	Wiring, Spare, 15 A 12V DC 1st	Load Managed	0.00	0.00	45.00
0548009	Wiring, Spare, 20 A 12V DC 1st	Load Managed	0.00	0.00	20.00
0722696	HVAC, Enforcer, CARE	Load Managed	0.00	0.00	100.00
0002615	Switch, Aerial 12V Master	NFPA	0.08	0.00	0.00
0002758	Amp Draw, NFPA/ULC Radio Allowance	NFPA	5.00	0.00	0.00
0010758	Flow Meter, Waterway, PAL, 110' Ascendant, MUX	NFPA	0.50	0.00	0.00
0088745	Light, Rear Zone Up, Wln L31HRFN LED Beacon, Red LED	NFPA	3.20	4.80	0.00
0092582	Load Manager/Sequencer, MUX	NFPA	0.56	0.56	0.00
0505417	Siren, Wln 295HFSC9, Dual Tone, 200W	NFPA	0.80	7.20	0.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



Electrical Analysis

9/7/2023

Bid #: 901 **Job #:**

Desc: 2023 Ormond Beach 107' Ascendant Aerial **Sales Rep:** Wallace, Robbie

Customer: Ormond Beach Fire Department **Organization:** Ten-8 Fire & Safety, LLC

Option: Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT **Type:** Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0511569	Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts	NFPA	0.50	0.00	0.00
0516983	Gauges, Engine, Included With Pierce Pressure Controller, PUC	NFPA	0.30	0.00	0.00
0540384	Lights, Front Zone, WIn M6*C LED, Clear Lens, in Common Bzl	NFPA	1.80	2.70	0.00
0540692	Lights, Side Zone Lower, WIn M6*C LED, Clear Lens, 3pr, Ovr 25	NFPA	5.40	8.10	0.00
0540737	Lights, Stabilizer Warn (1) Set, WIn M6*C LED, Clear Lens	NFPA	1.80	2.70	0.00
0564655	Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt	NFPA	1.80	2.70	0.00
0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	NFPA	7.81	0.00	0.00
0601949	Light, Turntable Console, TecNiq T-10, LED Strip Light	NFPA	0.20	0.00	0.00
0601972	Lights, Turntable Walkway, P25, LED	NFPA	0.35	0.00	0.00
0610351	Lightbar, WIn, Freedom IV-Q, 2-21.5", RRWRR RRWRR	NFPA	6.48	2.48	7.28
0610563	Compt, LS Turntable, F/H, Roll Dr, TCO, Ascendant Single Axle	NFPA	2.70	0.00	2.70
0610564	Compt, LS F/H, Roll Drs, TCO, Ascendant Single Axle	NFPA	1.80	0.00	1.80
0611043	Compt, RS Turntable, Roll Dr, TCO, Ascendant Single Axle	NFPA	0.90	0.00	0.90
0611044	Compt, RS, Roll Drs, TCO, Ascendant Single Axle	NFPA	2.70	0.00	2.70
0615866	Lights, Perimeter Body, Truck-Lite 6060C LED 1lt, Turntable	NFPA	0.25	0.00	0.00
0617469	Lights, WIn T0R00FRR LED 2", Stabilizer Beam (1) Set,	NFPA	1.60	1.60	0.00
0617590	Cab, Enforcer, 7000, PUC	NFPA	6.80	10.20	0.00
0617866	Lights, Perimeter Pump House, Truck-Lite 6060C LED 2lts	NFPA	0.50	0.00	0.00
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29	NFPA	0.10	0.90	0.00
0622803	Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	NFPA	1.26	0.00	0.00
0647647	Lights, Dome, FRP Dual LED 4 Lts	NFPA	0.80	0.80	0.00
0647802	Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber	NFPA	0.35	0.00	0.00
0647899	Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29	NFPA	0.80	0.00	0.00
0653081	Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab	NFPA	2.00	0.00	0.00
0653937	Flasher, Headlight Alternating	NFPA	0.08	0.00	0.00
0654764	Siren, Auxiliary, WIn HOWLER Speaker System, 2 Activation Swts	NFPA	0.78	7.02	0.00
0667186	Light, Slide-Out Pump Operator Step, On Scene Solutions Access	NFPA	0.65	0.00	0.00
0687604	Lights, Perimeter Cab, Truck-Lite 6060C LED 4Dr, Grommet Mt	NFPA	2.00	0.00	0.00
0709438	Lights, Walk Surf, FRP Flood, LED	NFPA	2.00	0.00	0.00
0709970	Lights, Ladder Storage, Truck-Lt 44042C, LED Round, Ascendant	NFPA	1.00	0.00	0.00
0721287	Lights, Hose Bed, Sides, Dual Strips, 40", 45 Ends	NFPA	1.36	0.00	0.00
0724463	Controller, Pressure, Pierce LCD, PUC	NFPA	1.70	0.00	0.00
0731813	Hour Meter, Aerial, Included in Information Centers, ASL, AAT,	NFPA	0.10	0.00	0.00
0737181	Intercom, 2-Way Fire Research ICA910 Hands Free	NFPA	0.50	0.00	0.00
0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure	NFPA	0.10	0.00	0.00
0750526	Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	NFPA	1.23	0.00	0.00
0754654	Cabinet, Rear Facing, LS, 23 W x 34 H x 26.75 D, Roll, Ext Acc,	NFPA	0.68	0.68	0.00
0755098	Aerial, 107' ASL Single Axle, 750/500 Tip, 35 MPH Wind	NFPA	5.00	0.00	0.00
0762413	Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	NFPA	0.18	0.00	0.00
0764346	Lights, Tracking, HiViz FT-WL-X-9-* LED, 2lts	NFPA	10.52	0.00	0.00
0767417	Cabinet, Rear Facing, RS, 22 W x 34 H x 26.75 D, Roll, Ext Acc,	NFPA	0.30	0.30	0.00
0768550	Lights, Stabilizer Scene, Amdor AY-LB-12HW012, 12", 3lts LED,	NFPA	0.54	0.00	0.00
0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	NFPA	4.20	4.20	0.00
0791501	Light, Traffic Directing, WIn TAL65, 36" Long LED, Aerials	NFPA	0.60	1.20	0.00
0803462	Lights, Tip, WIn MP** LED, 2lts	NFPA	8.00	0.00	0.00
0804514	Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw	NFPA	0.83	2.49	0.00
0804681	Light, Directional, WIn 604T* Common Bzl, Above	NFPA	0.02	0.02	0.00
0811018	Engine, Paccar MX13, 510HP, 1850 lb-ftW/OBD, EPA 2024,	NFPA	6.00	0.00	0.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



Electrical Analysis

9/7/2023

Bid #: 901

Job #:

Desc: 2023 Ormond Beach 107' Ascendant Aerial

Sales Rep: Wallace, Robbie

Customer: Ormond Beach Fire Department

Organization: Ten-8 Fire & Safety, LLC

Option: Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT

Type: Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0814201	Vehicle Information Center, 7" Color Display, Touchscreen, MUX,	NFPA	1.20	0.00	0.00
0814209	Control Stations, ASL Single Axle, MUX, Color Display, CL714	NFPA	4.26	0.00	0.00
0887546	Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics,	NFPA	2.00	2.00	0.00
0889521	DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Lift Up Fill Dr,	NFPA	0.60	11.40	0.00
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	NFPA	0.07	0.00	0.00
0889980	Lights, Step (3), P25 LED, One Side	NFPA	0.15	0.00	0.00
0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	NFPA	1.00	0.00	0.00
0647729	Alternator, 320 amp, Delco Remy 40SI	S	0.00	0.00	0.00
Load Totals:			116.79	455.75	333.72

Note: Minimum Continuous Load is in "Blocking Right of Way" mode. (Reference current edition of NFPA 1901)

Note: Intermittent Load items are not factored in on any alternator load comparisons. These items are included on the report for reference only and should be looked at as amp draw exclusion items. (Reference current edition of NFPA 1901)

Note: Total Connected Load "Demand" represents Total Connected Load minus any Load Managed items

Alternator Output at Idle: 210.00

Minimum Continuous Load	
Supply:	210.00
Demand:	116.79
Variance:	93.21

Alternator Output at Governed Speed: 288.00

Total Connected Load	
Supply:	288.00
Demand:	285.51
Variance:	2.49

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

TEN-8 FIRE & SAFETY, LLC_FL

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Customer No.	Federal Tax ID - Business Partner	
C00975		
PO Number		
STF ORMOND BEACH BUDGETARY		
Sales Employee	Email	
Wilkerson, Mitchell B	mwilkerson@ten8fire.com	
Document Owner	Email	
Snyder, Bryce	bsnyder@ten8fire.com	
Delivery Address		
TEN-8 FIRE & SAFETY, LLC_FL		

Description	Quantity	UoM	Vendor	Price	Total	
BUDGETARY QUOTE – PRICING TO BE FINALIZED 9 MONTHS PRIOR TO THE RFP DATE						
10218424	E6000+ W/ LASER FINDER COMPLETE	1	EA	MSA SAFETY SALES, LLC	12,330.00	12,330.00
A-G1FS422MA2C2LE R	G1 SCBA HP CONFIGURATION OPTIONS: SYSTEM_PRESSURE: 4- 4500 PSIG CYLINDER_CONNECTION: 2- CGAThreaded Remote Con HARNESS: 2- Standard wth Chest Strap CRADLE_TYPE: M- Metal Band LUMBAR_TYPE: A- Adjustable Swivel Lumbar Pad REGULATOR_TYPE: 2- Solid Cover Left Shd. REGULATOR_HOSE_TYPE: C- Continuous EMERGENCY_BREATHING_SUPPORT: 2- Universal Extendaire II SPEAKER_MODULE: L- Left Chest PASS: E- PASS Right Shoulder W/TIC BATTERY_TYPE: R- Rechargeable DOES NOT INCLUDE: MASK & CYLINDER	4	EA	MSA SAFETY SALES, LLC	12,248.65	48,994.60
10161816	Fcpc, G1, FS, MD, MD NC, 5PT C-HARN,C-NS	4	EA	MSA SAFETY SALES, LLC	599.55	2,398.20
10156423-SP	CYL, ASSY, G1 RC, 4500, 30-MIN	8	EA	MSA SAFETY SALES, LLC	1,422.07	11,376.56
10206311	G1 RIT SYSTEM, 4500, FCPC, REGULATOR, 6' QUICKFILL & ExtendAire II Systems (2018 ed.), remote gauge, URC, Thread Connect. Less cylinder and bag.	1	EA	MSA SAFETY SALES, LLC	6,944.14	6,944.14
10156426-SP	Cyl. Assy, G1, RC, 4500 psig, 60min,	1	EA	MSA SAFETY SALES, LLC	2,120.72	2,120.72
RBL303	L3 LITE-SPEED RIT BAG (RED)	1	EA	TRUE NORTH GEAR, LLC	466.95	466.95
10158385	G1 Lithium Ion Battery charger station	1	EA	MSA SAFETY SALES, LLC	1,270.72	1,270.72
0033XD04	XD SHUTOFF W/ 7/8" SMOOTH BORE SPECIFY COLOR	3	EA	ELKHART BRASS MFG CO INC	612.79	1,838.37
04XD0171	CHIEF XD FOG TIP 160@50 (SPECIFY COLOR)	3	EA	ELKHART BRASS MFG CO INC	697.52	2,092.56

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Description	Quantity	UoM	Vendor	Price	Total
0033XD02 XD 1.5" SHUTOFF, NO PISTOL GRIP SPECIFY COLOR	2	EA	ELKHART BRASS MFG CO INC	545.19	1,090.38
66755007 187-XD SMOOTH BORE 7/8"	2	EA	ELKHART BRASS MFG CO INC	171.17	342.34
0069XD01 2.5" X 1.5" XD SHUTOFF W/PISTOL GRIP	2	EA	ELKHART BRASS MFG CO INC	787.39	1,574.78
02551007 ST-190-BA TRIPLE STACK TIP ,1" & 1-1/8" & 1-1/4"	2	EA	ELKHART BRASS MFG CO INC	436.49	872.98
653 TRI-LOCKS, 2.5"	1	EA	ELKHART BRASS MFG CO INC	185.91	185.91
01564004 TRI LOCKS 1.5"	2	EA	ELKHART BRASS MFG CO INC	182.31	364.62
00100 240 - EXTINGUISH 2.5 GALLON WATER 'CAN'	1	EA	AMEREX	210.72	210.72
01010 423 - EXTINGUISH 20# ABC, DRY CHEM	1	EA	AMEREX	277.93	277.93
352525 ADAPTER 2.5" DOUBLE FEMALE NH	2	EA	RED HEAD BRASS	84.97	169.94
362525 ADAPTER 2.5" DOUBLE MALE NH	2	EA	RED HEAD BRASS	65.87	131.74
372515 ADAPT 2.5" FEM X 1.5" MALE	2	EA	RED HEAD BRASS	75.23	150.46
653 TRI-LOCKS, 2.5"	2	EA	ELKHART BRASS MFG CO INC	185.91	371.82
HSFS50-25NH 5" STORZ X 2.5" SWIVEL FEMALE	1	EA	HARRINGTON INC	285.41	285.41
HSTS50-40/FTS 5" STORZ X 4" STORZ, FULL TIME SWIVEL	1	EA	HARRINGTON INC	565.77	565.77
SMP-50 STORZ MOUNTING PLATE 5.0"	1	EA	RED HEAD BRASS	57.23	57.23
79820001 REVOLUTION PISTON INTAKE, 6" F NHLH SWIVEL X 5" STZ	2	EA	AKRON BRASS COMPANY	2,524.61	5,049.22
HSFS50-45NHLH 5" STORZ X 4.5" FEMALE LONG HANDLE	2	EA	HARRINGTON INC	338.02	676.04
00302111 2.5FNH X (2) 2.5" MNH OUTLETS, WYE VALVE W/O GAUGE	1	EA	ELKHART BRASS MFG CO INC	1,970.18	1,970.18
653 TRI-LOCKS, 2.5"	1	EA	ELKHART BRASS MFG CO INC	185.91	185.91
228A "INLINE GAUGE HIGH RISE 2.5" ""	1	EA	ELKHART BRASS MFG CO INC	507.52	507.52
PF-50Y-100 PRO-FLOW 5" X 100' LDH W/5" STORZ YELLOW	10	EA	KEY FIRE HOSE CORP.	1,255.86	12,558.60
B10-25W-50 BIG-10 DJ HOSE 2.5" X 50' WHITE	4	EA	KEY FIRE HOSE CORP.	337.39	1,349.56

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Description		Quantity	UoM	Vendor	Price	Total
CR-17R-50	COMBAT-READY 1.75" X 50' RED	10	SECT	KEY FIRE HOSE CORP.	446.40	4,464.00
B10-30Y-50	BIG 10 DJ HOSE 3.0" X 50' YELLOW	6	SECT	KEY FIRE HOSE CORP.	468.02	2,808.12
kl-17G-75	KEY-LITE, 1.75"x 75', GREEN	2	EA		372.97	745.94
CR-17BLU-10	COMBAT-READY 1.75" X 10' BLUE	2	EA	KEY FIRE HOSE CORP.	162.43	324.86
B10-25BLU-10	BIG-10 DJ HOSE 2.5" X 10' BLUE	1	EA		144.23	144.23
PF-50Y-50	PRO-FLOW 5" X 50' LDH YEL W/5" STORZ	1	EA	KEY FIRE HOSE CORP.	854.95	854.95
440YL	BAG HYDRANT TOOL	1	EA	R&B FABRICATIONS, INC	57.48	57.48
LDH-01-YL	LARGE DIAMETER HOSE STRAP	1	EA	R&B FABRICATIONS, INC	114.95	114.95
K12FD94	K-12 RESCUE SAW 14" (970) WITHOUT BLADE	1	EA	TEAM EQUIPMENT INC	2,899.64	2,899.64
FANG14	"HUSKY FANG 14"" BLADE"	1	EA	FIREHOOKS UNLIMITED INC	324.32	324.32
STIHL-MS462RSCM-20	STIHL MS 462 R C-M RESCUE SAW	1	EA	GRAVELY OF BRADENTON	2,792.77	2,792.77
44451	LED FIRE VULCAN, 12V CHARGER	4	EA	STREAMLIGHT INC	256.43	1,025.72
RH-6	NEW YORK ROOF HOOK 6'	2	EA	FIREHOOKS UNLIMITED INC	194.59	389.18
DWHS-6'	DRYWALL HOOK 6'	2	EA	FIREHOOKS UNLIMITED INC	205.41	410.82
RH-8	NY ROOF HOOK 8'	2	EA	FIREHOOKS UNLIMITED INC	209.73	419.46
RH-4D	NY ROOF HOOK 4' /W D HANDLE	1	EA	FIREHOOKS UNLIMITED INC	202.52	202.52
1004-B	TOOL HANDLE LOCK, BLACK STRAP	2	EA	PERFORMANCE ADVANTAGE CO	54.04	108.08
LWHB-6	LOCKWOOD HOOK 6' BLACK WITH CHISEL END	1	EA	LEATHERHEAD TOOLS	225.64	225.64
NOT36-B	NOTCHED PIG 36" BLACK	1	EA	LONESTAR AXE, LLC	326.13	326.13
PB-30	PRO-BAR 30"	2	EA	FIREHOOKS UNLIMITED INC	410.81	821.62
LS-8	THE LOCK SLOT	2	EA	FIREHOOKS UNLIMITED INC	205.41	410.82
MS-1	MARRYING STRAP	2	EA	FIREHOOKS UNLIMITED INC	21.08	42.16
SH10	10 LB SLEDGE HAMMER W/ F.G. HANDLE	1	EA	FLAMEFIGHTER CORP.	84.94	84.94
1004-B	TOOL HANDLE LOCK, BLACK STRAP	2	EA	PERFORMANCE ADVANTAGE CO	54.04	108.08

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Description	Quantity	UoM	Vendor	Price	Total
PHAF6LB PICK HEAD AXE, 6LB	1	EA	FLAMEFIGHTER CORP.	105.43	105.43
LILREXADZ LIL REX W/ ADZ BRACKET	1	EA	FIREHOOKS UNLIMITED INC	248.65	248.65
1004-B TOOL HANDLE LOCK, BLACK STRAP	2	EA	PERFORMANCE ADVANTAGE CO	54.04	108.08
BC-36 BOLT CUTTER 36"	1	EA	FIREHOOKS UNLIMITED INC	144.86	144.86
BCB BRACKET, BOLT CUTTER	1	EA	ZICO ZIAMATIC CORP	150.76	150.76
PB51 PINCH BAR 51"	1	EA	FLAMEFIGHTER CORP.	70.77	70.77
CM-2 CONNECTION Mallet - 2LB RUBBER Mallet	2	EA	FIREHOOKS UNLIMITED INC	30.63	61.26
1004-B TOOL HANDLE LOCK, BLACK STRAP	2	EA	PERFORMANCE ADVANTAGE CO	54.04	108.08
PAC-502-28 EXTREME PAC 28" 5-PACK W/CASE	1	EA	MINDSPACE INC	331.08	331.08
HTV-121818 SALVAGE COVER, 12X18 18OZ	4	EA	HUSKY PORTABLE CONTAINMENT	253.69	1,014.76
76-1000-1157-0 OPTICOM MULTIMODE SYSTEM (GPS AND IR)	1	KIT	GLOBAL TRAFFIC TECH, LLC	10,774.77	10,774.77
V18-BD-12-AC-SP V18-BD FAN W/ 2 12AMP BATTERIES, 2 AC CHARGERS,	1	EA	SUPER VACUUM MFG CO INC	8,162.16	8,162.16
DCS389X1 FLEXVOLT 60V MAX Cordless Brushless Reciprocating Saw	1	EA		610.81	610.81
DCS692B 60V Lithium-Ion 9 in. Cordless Cutoff Saw	1	EA		1,079.28	1,079.28
DCL077B 20V MAX Compact Cordless Task Light	1	EA		214.41	214.41
DCB104 12V/20V/60V MAX 4-Port Lithium-Ion Battery Charger	1	EA		520.72	520.72
DCB612 FLEXVOLT 20V/60V MAX Lithium-Ion 12.0Ah Battery	4	EA		574.77	2,299.08
EXTRICATION TOOLS					
IC750LB IC750 CUTTER LIGHTED HANDLE (TOOL ONLY)	1	EA	EMERGENCY VEHICLE REPAIR	15,757.50	15,757.50
IS320LB IS320 ION SPREADER LIGHTED HANDLE (TOOL ONLY)	1	EA	EMERGENCY VEHICLE REPAIR	17,608.76	17,608.76
KS0029-KIT EXTENDED REACH SPREADER TIPS	1	EA	EMERGENCY VEHICLE REPAIR	1,398.76	1,398.76
IBATTFV-9 FLEX VOLT 9.3AMP HR BATTERY	4	EA	EMERGENCY VEHICLE REPAIR	299.99	1,199.96
ICHRG-4FAST 4 BAY FAST CHARGER W/O INVERTOR	1	EA	EMERGENCY VEHICLE REPAIR	427.14	427.14

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Currency: \$

Shipping:

Subtotal: \$ 201,285.39

Freight: \$ 2,299.61

Total Before Tax: \$ 203,585.00

Total Tax Amount: \$ 0.00

Total Amount: \$ 203,585.00

Valid Until: 04/01/2024

Confirm Info : _____ **Signature :** _____

Date : _____

LEASE FINANCING PROPOSAL

Requested by
Robbie Wallace

Representing



Presented To (As Lessee)
City of Ormond Beach, FL

Proposal Date:	January 26, 2024	
Equipment Description:	(1) Pierce Enforcer 107 Ascendant	
Commencement Date:	March 15, 2024	
	<u>Option 1</u>	<u>Option 2</u>
Equipment Cost:	\$1,826,335	\$1,826,335
Prepay Discount:	<u>\$184,210</u>	<u>\$184,210</u>
Amount Financed:	\$1,642,125	\$1,642,125
Lease Term:	10 Years	10 Years
First Payment Date:	3/15/2025	3/15/2026
Payment Frequency:	Annual	Annual
Interest Rate:	5.72%	5.83%
Payment Amount:	\$220,130.16	\$234,274.74

Qualifications:

- Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:
 - Rate Expiration:** Due to the current increasing rate markets, this proposal is valid under the following circumstances:
 - The award is received within 30 days of the Proposal Date.
 - The transaction is closed within 60 days off the Proposal Date.If you are unable to award within 30 days, please contact us prior to your decision meeting date and we will provide a current proposal.
 - Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.
 - Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after ten (10) years to the then current interest rates for the remaining term.
- Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.
- Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.
- Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.
- Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by: **Leasing 2, Inc.**
Contact: **Brad Meyers**
Phone: 813-258-9888 x12
Email: bmeyers@leasing2.com
Web: www.leasing2.com



REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: January 26, 2024

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

City of Ormond Beach, FL

Name of Lessee

Authorized Signature

Date

Title

Printed Name Of Authorized Signature

Last month of your budget year?

Contact Name
(If Different Than Authorized Signature)

Contact Phone

Contact Email

Financial Contact Name
(Can be Treasurer or Clerk)

Contact Phone

Contact Email

Please complete the above information and **fax or email** all pages of the proposal to
813-258-9333 / bmeyers@leasing2.com



**** Important: A Resolution will be required with the lease contract ****

**In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.**

Are you ready to move forward with Leasing 2?

Here is a quick overview of our process

- 1. Signed Proposal** - When you are ready to move forward with Leasing 2, email a scan of the completed and signed proposal back to Leasing 2.
- 2. Credit Application** - A credit application and request for current financial reports will be emailed to the designated contacts upon receipt of the signed proposal. The credit application should be completed and returned promptly to protect your quoted interest rates. Credit approval usually comes within a few days receipt of the completed credit application.
- 3. Financing Agreement** - Once credit approval is accomplished, the financing agreement will be emailed for review and signature. Once the contracts are signed and returned, we are ready for closing.



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____

Date: 01/16/2023

Vendor: Ten-8 Fire Equipment, Inc.

Cost: \$203,585

Requested by: DC Nate Quartier

Department: Fire

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

We are requesting the purchase of a fire/rescue equipment package and its associated installation costs. The package is a comprehensive complement of firefighting and rescue tools and equipment that will outfit two new fire apparatus to NFPA and ISO standards. The package is comprised of over 100 items, including fire hose, nozzles/adapters, hand tools, power saws, extrication equipment, rescue equipment, and necessary mounting hardware. Please see the attached equipment quote for an itemized list.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

The requested equipment package has been researched and specified to meet the operational needs of the fire department through increased efficiency, durability, safety, and ergonomics, while maintaining compatibility with current equipment on OBFD apparatus and upgrading to current technology.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

As the sole authorized vendor of our apparatus manufacturer (Pierce), Ten-8 Fire Equipment will be responsible for mounting/installing all equipment on both of the fire apparatus prior to final delivery to OBFD, making this the most feasible and cost-efficient option to outfit the apparatus. Ten-8 is also the current sole source vendor for several major items in the package, including MSA thermal imaging cameras and Key Fire Hose.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

A handwritten signature in black ink, appearing to read "Nate Quartier".

Signature (Dept. Director or Division Manager)

Deputy Fire Chief

Signature (Finance Director)

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

FSA Cooperative Purchasing Program



FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment Contract Packet



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment

Date: April 1, 2023

To: All Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for Contract FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment

Florida Sheriffs Association (FSA) has completed its 17th year of the cooperative purchasing fire and rescue contract. FSA is issuing the Notice of Final Award for contract FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment that will be effective from April 1, 2023, through March 31, 2025. This year's bid included 739 items. The contract will offer fire apparatus, rescue apparatus, fire rescue and patrol boats, outboard engines, ambulances, emergency transport utility vehicles, and battery powered rescue tools.

The competitive process for this award began in October 2022, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On October 11, 2022, a direct notification was sent to 849 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 44 pre-bid attendees or waivers. Of these respondents, 14 submitted bids and 12 qualified. FSA has identified intended awardees in the attached Intent to Award report. The ITA report shows up to three lowest bidders per item.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

FSA Cooperative Purchasing Program



FSA23-VEF17.0 Fire & Rescue Vehicles, Boats, & Equipment Current Contract Prices

Item #	Group	Make	Model	Link
1	Airport Rescue Fire Fighting (ARFF) Apparatus	Oshkosh Airport Products	Striker 4x4	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=1
2	Airport Rescue Fire Fighting (ARFF) Apparatus	Oshkosh Airport Products	Striker 6x6	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=2
3	Airport Rescue Fire Fighting (ARFF) Apparatus	Oshkosh Airport Products	Striker 8x8	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=3
7	Electric Vehicle (EV) Pumper	E-ONE	Vector	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=7
8	Electric Vehicle (EV) Pumper	Ferrara Fire Apparatus, Inc.	Vector	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=8
11	Electric Vehicle (EV) Pumper	Rosenbauer	RTX	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=11
12	Electric Vehicle (EV) Pumper	Spartan ER	Vector	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=12
13	Fire Apparatus - Initial Attack	E-ONE	Ford F550 2 dr Diesel 4x2	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=13
17	Fire Apparatus - Initial Attack	Pierce Manufacturing Inc.	Ford F550 MP	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=17
18	Fire Apparatus - Initial Attack	Rosenbauer	Ford 550 Frmd Alum 22' 11"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=18
21	Medium Duty Rescue Apparatus	E-ONE	Freightliner M2	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=21
22	Medium Duty Rescue Apparatus	E-ONE	International	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=22
23	Medium Duty Rescue Apparatus	Ferrara Fire Apparatus, Inc.	Freightliner M2-106	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=23
25	Medium Duty Rescue Apparatus	Rosenbauer	Freightliner FL 106 Frmd Alum 33' 3"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=25
27	Medium Duty Rescue Apparatus	Spartan ER	Freightliner M2 M/D Rescue	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=27
27	Medium Duty Rescue Apparatus	Spartan ER	Freightliner M2 M/D Rescue	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=27
28	Medium Duty Rescue Apparatus	Spartan ER	International M/D Rescue	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=28
31	Mid Mounted Aerial Apparatus	Rosenbauer	Commander Frmd Alum 75' / 44' 10"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=31
35	Mid Mounted Aerial Platform	E-ONE	Typhoon 95' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=35
36	Mid Mounted Aerial Platform	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 100'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=36
39	Mid Mounted Aerial Platform	Pierce Manufacturing Inc.	Enforcer Ascendant Aerial Tower 100' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=39
41	Mid Mounted Aerial Platform	Rosenbauer	Commander Frmd Alum 75' / 44' 10"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=41
42	Mid Mounted Aerial Platform	Spartan ER	Gladiator MMP LT 93'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=42
43	Mid Mounted Aerial Platform	Spartan ER	Gladiator MMP SFA 100'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=43
44	Mid Mounted Aerial Platform	Spartan ER	Gladiator MMP SFA 85'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=44
49	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 1800 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=49
50	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 2000 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=50
51	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 2500 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=51
52	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 3000 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=52
53	Mobile Water Supply Fire Apparatus	E-ONE	International 1800 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=53
55	Mobile Water Supply Fire Apparatus	E-ONE	International 2500 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=55
56	Mobile Water Supply Fire Apparatus	E-ONE	International 3000 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=56
57	Mobile Water Supply Fire Apparatus	Ferrara Fire Apparatus, Inc.	Freightliner M2-106	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=57
60	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner Dryside Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=60
61	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner Dryside Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=61
62	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner FX Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=62
63	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner FX Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=63
64	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	International Dryside Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=64
65	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	International Dryside Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=65
66	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Saber Dryside Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=66
67	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Saber Dryside Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=67
69	Mobile Water Supply Fire Apparatus	Rosenbauer	Freightliner 106 Frmd Alum 30' 3"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=69
85	Pumper - Commercial 2 Door	E-ONE	Freightliner 2 dr	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=85
86	Pumper - Commercial 2 Door	E-ONE	International 2 dr	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=86
87	Pumper - Commercial 2 Door	Ferrara Fire Apparatus, Inc.	Freightliner M2-106	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=87
89	Pumper - Commercial 2 Door	Pierce Manufacturing Inc.	Freightliner	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=89
90	Pumper - Commercial 2 Door	Pierce Manufacturing Inc.	Freightliner FXP	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=90
91	Pumper - Commercial 2 Door	Pierce Manufacturing Inc.	International	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=91
97	Pumper - Level 1 Custom - Medium 4 Door	E-ONE	Cyclone II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=97
99	Pumper - Level 1 Custom - Medium 4 Door	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=99
100	Pumper - Level 1 Custom - Medium 4 Door	Ferrara Fire Apparatus, Inc.	Ferrara Cinder XD96	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=100
103	Pumper - Level 1 Custom - Medium 4 Door	Pierce Manufacturing Inc.	Saber	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=103
105	Pumper - Level 1 Custom - Medium 4 Door	Rosenbauer	Commander Frmd Alum 29' 10"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=105
108	Pumper - Level 1 Custom - Medium 4 Door	Spartan ER	Metro SMPMPR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=108
114	Pumper - Level 2 Custom - Medium 4 Door	E-ONE	Cyclone II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=114
116	Pumper - Level 2 Custom - Medium 4 Door	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=116
117	Pumper - Level 2 Custom - Medium 4 Door	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=117
119	Pumper - Level 2 Custom - Medium 4 Door	Pierce Manufacturing Inc.	Enforcer	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=119
123	Pumper - Level 2 Custom - Medium 4 Door	Rosenbauer	Commander Frmd Alum 29' 10"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=123
133	Rear Mounted Aerial Apparatus	E-ONE	Cyclone II 100' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=133
135	Rear Mounted Aerial Apparatus	E-ONE	Cyclone II 137' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=135
136	Rear Mounted Aerial Apparatus	E-ONE	Typhoon 75' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=136
137	Rear Mounted Aerial Apparatus	E-ONE	Typhoon 78' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=137

138	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Cinder XD96 / 77'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=138
139	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Igniter XD100 / 77'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=139
140	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 77'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=140
141	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 107'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=141
144	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 100' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=144
145	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 105' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=145
146	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 107' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=146
147	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 75' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=147
148	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Saber 75' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=148
154	Rear Mounted Aerial Apparatus	Rosenbauer	Commander Frmd Alum 78' / 36' 11"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=154
156	Rear Mounted Aerial Apparatus	Spartan ER	Gladiator RMA LT 110'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=156
158	Rear Mounted Aerial Apparatus	Spartan ER	Gladiator RMA SFA 105'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=158
159	Rear Mounted Aerial Apparatus	Spartan ER	Gladiator RMA SFA 125'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=159
162	Rear Mounted Aerial Apparatus	Spartan ER	Metro RMA LT 75'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=162
165	Rear Mounted Aerial Apparatus	Spartan ER	Metro RMA SFA 75'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=165
168	Rear Mounted Aerial Platform	E-ONE	Cyclone II 100' Platform Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=168
170	Rear Mounted Aerial Platform	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 100'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=170
173	Rear Mounted Aerial Platform	Pierce Manufacturing Inc.	Enforcer 100' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=173
174	Rear Mounted Aerial Platform	Pierce Manufacturing Inc.	Enforcer 110' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=174
176	Rear Mounted Aerial Platform	Rosenbauer	Commander 101' / 47' 6"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=176
181	Rescue Apparatus - Heavy	E-ONE	Cyclone II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=181
182	Rescue Apparatus - Heavy	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=182
183	Rescue Apparatus - Heavy	Ferrara Fire Apparatus, Inc.	Ferrara Cinder XD96	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=183
186	Rescue Apparatus - Heavy	Pierce Manufacturing Inc.	Enforcer HDR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=186
188	Rescue Apparatus - Heavy	Rosenbauer	Commander Frmd Alum 31' 3"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=188
192	Rescue Apparatus - Heavy	Spartan ER	Gladiator	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=192
193	Rescue Apparatus - Heavy	Spartan ER	Metro	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=193
197	Rescue Apparatus - Walk In	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=197
201	Rescue Apparatus - Walk In	Frontline Communications	Freightliner Frontline C30	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=201
202	Rescue Apparatus - Walk In	Frontline Communications	Freightliner Frontline C35	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=202
203	Rescue Apparatus - Walk In	Frontline Communications	Freightliner Frontline C40	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=203
204	Rescue Apparatus - Walk In	Frontline Communications	Saber Frontline C40	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=204
205	Rescue Apparatus - Walk In	Pierce Manufacturing, Inc.	Enforcer Walk-In HDR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=205
207	Rescue Apparatus - Walk In	Rosenbauer	Commander Frmd Alum 35' 11"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=207
212	Rescue Apparatus - Walk In	Spartan ER	Metro	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=212
214	Tractor Drawn Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 100'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=214
216	Tractor Drawn Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 107' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=216
217	Tractor Drawn Aerial Apparatus	Rosenbauer	Commander Frmd Alum 100' / 59' 1"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=217
219	Tractor Drawn Aerial Apparatus	Spartan ER	Gladiator TDA 105'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=219
229	Wildland Fire Apparatus	REV RTC	F550 2 dr	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=229
231	Wildland Fire Apparatus	Skeeter	Chevrolet / GMC	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=231
232	Wildland Fire Apparatus	Skeeter	Dodge	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=232
233	Wildland Fire Apparatus	Skeeter	Ford	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=233
234	Wildland Fire Apparatus	Skeeter	Freightliner	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=234
235	Wildland Fire Apparatus	Skeeter	International	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=235
236	Wildland Fire Apparatus	South Florida Emergency Vehicles	Ford SFEV Brush	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=236
306	Battery Powered Rescue Tools	TNT Systems, Inc	Combi-Tool, EBFC-28-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=306
307	Battery Powered Rescue Tools	TNT Systems, Inc	Combi-Tool, EBFC-28-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=307
311	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, ESLC-29-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=311
312	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, ESLC-29-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=312
313	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, EBFC-320-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=313
314	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, EBFC-320-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=314
320	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ER-40-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=320
321	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ER-40-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=321
322	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ETL-40-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=322
323	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ETL-40-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=323
325	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-24-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=325
326	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-24-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=326
327	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-28-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=327
328	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-28-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=328
329	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-32-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=329
330	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-32-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=330
343	Emergency Transport Utility Vehicles	Moto Electric Vehicles	MotoEV Electro Bubble Buddy 3 Passenger EMS, ENB-3PEMS	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=343
344	Emergency Transport Utility Vehicles	Moto Electric Vehicles	MotoEV Electro Bubble Buddy 5 Passenger EMS, EBB-5PEMS	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=344

600	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-450 / Modular Box 153"x95"x67"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=600
601	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-450 / Modular Box 170"x95"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=601
602	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-550 / Modular Box 170"x95"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=602
603	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Braun	Chevrolet CV5500 Chief XL/169" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=603
604	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Braun	Freightliner M2 Super Chief/170" x 96" x 73HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=604
605	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Braun	International MV Super Chief/170" x 96" x 73HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=605
606	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Demers	Chevrolet CV5500 MXP170/170" x 95" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=606
607	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV Chevrolet	Chevrolet 6500 HD Diesel / Modular Box 172"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=607
611	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV Freightliner	Freightliner M2 Diesel / Modular Box 172"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=611
613	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV International	International CV 515 Diesel / Modular Box 172"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=613
615	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV International	International MV 607 Diesel / Modular Box 172"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=615
620	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Excellance	Dodge 5500 / Modular Box 96"x172"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=620
623	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Excellance	Freightliner M2 / Modular Box 96"x166"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=623
636	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Horton	Freightliner M2 / Modular Box 173"x96.25"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=636
637	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Horton	International MV607LP / Modular Box 173"x96.25"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=637
647	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Osage	Freightliner M2 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=647
648	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Osage	International MV Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=648
650	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	Chevrolet 5500 HD / Modular Box 168"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=650
652	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	Freightliner M2 / Modular Box 168"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=652
654	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	International CV / Modular Box 168"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=654
656	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	International MV / Modular Box 168"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=656
661	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Wheeled Coach	Freightliner / Modular Box 170"x95"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=661
662	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Wheeled Coach	International / Modular Box 160x95"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=662
663	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Wheeled Coach	International / Modular Box 170"x95"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=663
664	Ambulance Type II - 4x2 Van Gas Engine	Demers	T-250 Eco-Boost TES	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=664
665	Ambulance Type II - 4x2 Van Gas Engine	ETR/AEV Chevrolet	Chevrolet G3500 Type II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=665
666	Ambulance Type II - 4x2 Van Gas Engine	ETR/AEV Ford	Ford Transit T 250 Gas Type II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=666
667	Ambulance Type II - 4x2 Van Gas Engine	FR Conversions	Ford Transit Intrepid	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=667
668	Ambulance Type II - 4x2 Van Gas Engine	FR Conversions	Ram Promaster 2500 Pioneer II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=668
673	Ambulance Type II - 4x2 Van Gas Engine	Osage	Ford Transit Travois	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=673
674	Ambulance Type II - 4x2 Van Gas Engine	Wheeled Coach	Chevrolet Van	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=674
676	Ambulance Type II - 4x2 Van Gas Engine	Wheeled Coach	Ford Transit MR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=676
677	Ambulance Type III - 4x2 Cutaway Van Diesel Engine	ETR/AEV Sprinter	Sprinter 3500 / Modular Box 148"x86"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=677
678	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Braun	Chevrolet 4500 Chief XL	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=678
679	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Braun	Ford E-450 Chief XL	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=679
680	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Crestline	Chevrolet 3500 CCL 150	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=680
681	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Crestline	Ford E-350 CCL 150	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=681
682	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Demers	Chevrolet 4500 MX170/170" x 95" x 72"HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=682
683	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Demers	Ford E-450 MX170/170" x 95" x 72"HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=683
684	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Chevrolet	Chevrolet G3500 / Modular Box 145"x92"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=684
685	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Chevrolet	Chevrolet G4500 / Modular Box 172"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=685
686	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Ford	Ford E-350 / Modular Box 145"x92"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=686
687	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Ford	Ford E-350 / Modular Box 145"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=687
688	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Ford	Ford E-450 / Modular Box 172"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=688
692	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Excellance	Ford E-450 / Modular Box 168.625"x90.25"x96.25"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=692
705	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Horton	Ford XLE E-450 / Modular Box 149"x96.25"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=705
718	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Osage	Chevrolet 4500 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=718
719	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Osage	Ford E-450 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=719
722	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Road Rescue	Chevrolet G3500 / Modular Box 150"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=722
726	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Road Rescue	Chevrolet G4500 / Modular Box 170"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=726
730	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Road Rescue	Ford E-450 / Modular Box 168"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=730
732	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Chevrolet G3500 / Modular Box 146" X 90" X 68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=732
733	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Chevrolet G3500 / Modular Box 153" X 95" X 72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=733
735	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Chevrolet G4500 / Modular Box 170" X 95" X 72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=735
736	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Ford E-350 / Modular Box 146" X 90" X 68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=736
737	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Ford E-350 / Modular Box 153" X 95" X 72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=737
739	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Ford E-450 / Modular Box 170" X 95" X 72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=739

FSA Cooperative Purchasing Program



FSA23-VEF17.0 Fire & Rescue Vehicles, Boats, & Equipment How to Order



CPP Ordering Instructions

1) The Florida Sheriffs Association (FSA) Cooperative Purchasing Program (CPP) welcomes purchasers to utilize our available contracts at no cost. FSA CPP currently has seven (7) active contracts, each are hyperlinked below and can be found on the CPP home page.

- ✓ [Pursuit, Administrative and Other Vehicles](#)
- ✓ [Heavy Trucks & Buses](#)
- ✓ [Heavy Equipment](#)
- ✓ [Tires](#)

- ✓ [Electric Vehicle \(EV\) Charging, Power Stations, Equipment & Software](#)
- ✓ [Fire Rescue Vehicles and Equipment](#)
- ✓ [Ambulances and Equipment](#)

2) Select the contract you are interested in. This can be done via the CPP home page or the Purchaser Resources page. *Note: information shown is for visual purposes only and may not reflect all current contracts.

A screenshot of the 'Contracts' section on the CPP home page. The section is titled 'Contracts' in bold. Below the title is a list of seven active contracts, each preceded by a green bullet point. A red arrow points from a box labeled 'Active Contracts*' to the third item in the list, 'FSA20-VEL28.0 Pursuit, Administrative, and Other Vehicles'.

Contracts

- FSA20-EQU18.0: Heavy Equipment
- FSA20-VEH18.0 Heavy Trucks
- FSA20-VEL28.0 Pursuit, Administrative, and Other Vehicles
- FSA20-VEF14.01: Ambulances & Other Equipment
- FSA20-VEF14.02 Fire Rescue Vehicles & Other Equipment
- FSA22-TRS24.0: Tires
- FSA22-PWR1.0: Electric Vehicle (EV) Charging, Other Power Stations, Other Related Equipment & Software

Active Contracts*

3) Scroll down to the Products & Services portion of the webpage, where there will be green boxes containing the Terms & Conditions and Item Groups.



CPP Ordering Instructions

Products and Services Available

> Contract Terms and Conditions	> FSA Specifications
> Administrative Sedans	> Cargo & Passenger Vans Medium/High Roof
> Cargo & Passenger Vans Standard/Low Roof	> Electric & Hybrid Vehicles
> Emergency Lights and Sirens	> Pickup Trucks - 4X2
> Pickup Trucks - 4X4	> Police Rated & Police Hybrid Vehicles
> Police Rated Motorcycles	> Special Service Vehicles
> Three Wheel Utility Vehicle With Enclosed Cab	> Utility & Hybrid Utility Vehicles - 4X2
> Utility & Hybrid Utility Vehicles - 4X4 and AWD	

OTHER RELATED DOCUMENTS

Terms & Conditions

Item Groups

- 4) To view available items, expand the Item Group by clicking on the green arrow to the left of each name. To view prices, awarded vendors by zone, build sheets, and option pricing select the green "View" button on the right.

> Administrative Sedans	> Cargo & Passenger Vans Medium/High Roof
> Cargo & Passenger Vans Standard/Low Roof	> Electric & Hybrid Vehicles
> Emergency Lights and Sirens	> Pickup Trucks - 4X2
> Pickup Trucks - 4X4	▲ Police Rated & Police Hybrid Vehicles Chevrolet, Tahoe 4x2 PPV 21 VIEW Chevrolet, Tahoe 4x4 PPV 21 VIEW Dodge, Charger V6 Police Rated Sedan AWD VIEW Dodge, Charger V8 Police Rated Sedan RWD VIEW Dodge, Durango Pursuit Utility - V6 - AWD VIEW Dodge, Durango Pursuit Utility - V8 - AWD VIEW Ford, Interceptor Utility AWD 3.0L EcoBoost VIEW Ford, Interceptor Utility AWD 3.3L Gas VIEW Ford, Interceptor Utility AWD Hybrid 3.3L VIEW Ford, Police Responder F-150 Crew Cab 4x4 VIEW

Expand Group

View Item



CPP Ordering Instructions

5) A new tab will open, displaying the item award page. This page shows the primary awarded vendor for each zone and alternate vendors (if applicable). **Prices listed on this page are the current base price for contract items.** Click the “Build” link to review the vendor’s Build Sheet. Click the “Options” link to review the vendor’s options and their accompanying prices. Items can be upgraded or downgraded within the options.

Zone	Rank	Vendor		Price	Percent:	Build File	Options File
Western	Primary	Duval Ford LLC		\$36,767.00	0.00%	Build	Options
	Alternate	BOZARD FORD		\$37,267.00	0.00%	Build	Options
	Alternate	Garber Ford Inc		\$37,303.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC		\$36,767.00	0.00%	Build	Options
	Alternate	Garber Ford Inc		\$37,145.00	0.00%	Build	Options
	Alternate	BOZARD FORD		\$37,162.00	0.00%	Build	Options
Central	Primary	Duval Ford LLC		\$36,767.00	0.00%	Build	Options
	Alternate	Garber Ford Inc		\$37,250.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami		\$37,259.00	0.00%	Build	Options
Southern	Primary	Duval Ford LLC		\$36,767.00	0.00%	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami		\$37,259.00	0.00%	Build	Options
	Alternate	Garber Ford Inc		\$37,303.00	0.00%	Build	Options

Build Sheets

Option Sheets

6) Each contract page contains a contract specific Vendor Directory (see below). The directory provides the company name, if they opted-in for federal compliance, Sales/Fleet contact name, email address, and phone number. If a vendor has changed names, or been bought by another company both names will be shown in the directory.

FSA20-VEL28.0 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES

Contract Term: October 1, 2020 – September 30, 2022

Vendor Directory

The Florida Sheriffs Association in partnership with the Florida Association of Counties and Florida Fire Chiefs Association are pleased to offer a statewide purchasing contract for pursuit, administrative and other vehicles. Our awarded vendors provide the top manufacturer names in the industry.

For details of the products and services available, use the links located below that match the item you are seeking to purchase. The bid links will take you to pages that are solely dedicated to the bid award for items and includes the supporting bid documents you made need. Follow the purchasing instructions and remember to send a copy of your purchase order the FSA Cooperative Purchasing Program at COOP@FSheriffs.org.

There are requirements for manufacturers, vendors, and purchasers within the terms and conditions (contract) that should be reviewed prior to and after the initial acquisition. These terms and conditions are written based on best practices to simplify the process for the purchaser and the vendor. There are numerous options and opportunities to upgrade



Need Assistance?
Email us at cpp@fsheriffs.org or call 850-877-2165



CPP Ordering Instructions

- 7) The ["Purchaser Resources"](#) page contains a Master Directory of CPP Vendors, in addition to the contract specific directories available on each award page.
- 8) FSA can make multiple awards by zone (if applicable). The purchaser has the choice of awarded vendors. The primary vendor offers the lowest price on the base item. If adding options, you may choose to get quotes from multiple awarded vendors. If a purchaser determines that a vendor in another zone can better serve their needs, they may order from that vendor; however, vendors may charge an out-of-zone delivery fee upon mutual agreement between the vendor and the purchaser.
- 9) Once a vendor has been identified for the item you wish to purchase, contact the vendor to request a quote.
- 10) Discuss delivery dates with the vendor. If no quote is provided, be sure to discuss delivery dates prior to issuing the purchase order to the vendor.

****Note:** Vendors do not have any control over production delays in schedules from the manufacturer. ******

Following the issuance of a purchase order, please send the PO to the selected vendors and the Florida Sheriffs Association at CPP@FISheriffs.org.



CPP Ordering Instructions

11) Issue and submit a purchase order (PO) to the vendor.

12) The purchase order should include:

- The awarded vendor's name and address;
- The FSA contract number and title;
- The FSA item number and item description;
- The purchaser's federal identification number;
- The purchasing point of contacts name, phone number and email address; and
- Include the following FSA FIN/FAN/Certification codes on your purchase order for the corresponding manufacturer.

Manufacturer	Code Type	FSA Code	Contact
Ford	FIN	QE065	1-800-343-5338
Stellantis	FAN	917872	1-800-999-3533
General Motors	FAN	49313	1-800-353-3867
Nissan	Certification	FSA	FleetDistribution@Nissan-usa.com
Toyota	FIN	GE159	1-800-732-2798

13) As a courtesy, CPP asks that purchasers submit copies of purchase orders to COOP@flsheriffs.org.

We hope you enjoy your purchasing experience with the FSA Cooperative Purchasing Program, if you need any assistance, please contact our staff at CPP@FISheriffs.org .

FSA Cooperative Purchasing Program



FSA23-VEF17.0 Fire & Rescue Vehicles, Boats, & Equipment Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

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FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

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1.0 General Conditions

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title, and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis." If a purchaser has a desire to offer vehicles/equipment for trade to the vendor, the purchaser and dealer may do so at their sole discretion, separate and apart from this contract. The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract.

1.03 TERM OF CONTRACT

This contract shall remain in effect for one two-year (2) term from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of contract begins April 1, 2023 and ends March 31, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 QUANTITIES

Over the last two years, eligible users purchased an average of 237 items from this contract each year. Items sold depend on many factors, including the vendor's marketing efforts, established business with local governments and products awarded. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures. The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

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1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 DEFINITIONS

The terms used in this contract are defined as the following:

- A. Base item specification: Items developed by the FSA for bidders to bid on. These items may be unique to FSA and require additional components to the standard manufacturer specifications and equipment.
- B. Bidder: A bidder or enterprise that submits a formal bid to the FSA Cooperative Purchasing Program in accordance with the FSA CPP Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- C. Bid System: The online application used for the submission of bids and review of bid results for the item specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- D. Build Sheet: A document from the bidder or manufacturer that confirms that the bid item specifications submitted by bidders matches the FSA base item specification. Build sheets include, but are not limited to, the factory options list and door data plate info for the vehicles. They provide details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- G. Factory: Refers to the manufacturer produced products.
- H. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to Bid and contract administration functions for this contract.
- I. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA identifies as subject matter expert who assists with the development of item specifications and evaluation of bid responses. The committee makes recommendations to the FSA and is not responsible for final awards.
- J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to bidders, vendors, dealers, and manufacturers to submit a price offer on a specific product to be provided. This term shall include the item specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. Item Specification Group: The item specification bid document contains the minimum base item specification requirements for each item or group of items within the competitive bid.
- L. Manufacturer: The original producer or provider of items offered on this contract.
- M. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents

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the manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:

- a. Manufacturer's computer printouts
- b. Manufacturer's official website
- N. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base item specifications or options.
- O. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the factory has reached maximum capacity for orders or are discontinuing the production of an item.
- P. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative, volume discounts or other discounts.
- Q. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes items, vehicles or equipment to a purchaser.
- R. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria or with vendor approval.
- S. Qualification Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by bidders to submit a successful and complete bid.
- T. Terms & Conditions: This document serves as the governing contract for the identified FSA contract and bid. Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties.
- U. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor. Third party suppliers may also be referred to as upfitters or remount service providers within this document.
- V. Vendor: The bidder that has been awarded items who agrees to provide the items meeting the base item specifications and are in compliance with the terms of the contract. The vendor must agree to the contract terms and conditions, which will serve as the governing contract for items sold. If the vendor is not the manufacturer, the vendor must be certified by the manufacturer to market, sell, provide, and service for an awarded item.
- W. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement and must agree to the terms and conditions of this contract.

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1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, bidders certify that they are willing to comply with the requirements outlined in Appendix C upon receipt of a federally funded purchase order. This is not a requirement of the bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA has taken actions to provide and develop information, materials, and resources for bidders, vendors and purchasers that will assist in the use of federal funding with this contract. It is the responsibility of the purchaser to determine compliance for each vendor, if they wish to use federal funds for purchase, or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The bidder, without exception shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all item specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards (FMVSS), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) Standards, Society of Automotive Engineers (SAE), Fire Apparatus Vehicle Standards, and Federal Ambulance Standards (KKK-A-1822F), which includes all subsequent change notices. All fire apparatus manufacturers must meet the National Fire Protection Association (NFPA) 1901 and 1906 standards.

In addition, any applicable federal or State legal or regulatory requirements laws that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

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1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

As part of the solicitation process FSA makes information available to potentially qualified entities publicly available, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA takes necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, as recommended by 2 C.F.R. § 200.321.

FSA will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-identify in the qualification packet whether they meet the state and federal definitions of a disadvantaged business.

1.17 ANTI-DISCRIMINATION

The bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the item specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this item specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services

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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 public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions
- Addenda to Item Group Specifications, if issued
- Item Specifications
- Bidder Instructions
- General Conditions

1.22 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this bid or in any written addendum to this bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted by e-mail to CPP@flsheriffs.org. The bid title and number should be referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of item specifications or solicitation documents will not be made verbally. If any verbal clarifications are provided, they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event

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of conflict with the original item specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting on the FSA website constitutes proper notice of addenda. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgement of the addenda to the item specifications. Bids that fail to account for the addenda shall reflect in bids being declared nonresponsive; however, that pursuant to Section 2.26, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all awarded vendors of any addenda and will require acknowledgement of the new terms and conditions. If the awarded vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified, responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA bid system constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

In the event a manufacturer reassigns the product line to an alternate company, the vendor is required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the alternate company is not already an approved FSA vendor, they are required to submit a Qualifications Packet to the FSA to become an approved vendor prior to conducting any qualified sales. FSA may approve such assignments of existing or new vendors at its discretion. The vendor is required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line. FSA may remove the terminated products from the contract.

1.27 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation. The FSA reserves the right to make multiple awards for each item, if deemed in the best interest of the FSA and the purchasers. Awards will be posted on the FSA website according to the date posted in the bid calendar.

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1.28 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.29 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance and may require submission of supporting documentation to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded. By responding to this procurement, the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.30 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to

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- capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.31 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.32 NONCONFORMANCE

Items may be tested for compliance with item specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.33 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practical after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of bidders' products or services.

1.34 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie. In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.35 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify vendor's sales. FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors,

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sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with vendor's employees, agents, assigns, successors, and third-party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.36 LIABILITY, INSURANCE, LICENSES AND PERMITS

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract. Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

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1.38 PERFORMANCE BONDS, AND CERTIFICATES OF INSURANCE

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.39 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease the item base price to maximize awards thus denying purchasers a fair price.

Bidders or vendors who are found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.40 DEFAULT

In case of default on the part of vendor, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.41 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

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Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.42 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell items for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

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In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order consistent with vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the item is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

1.43 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.44 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the vendor is determined.

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1.45 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.46 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

Bidders are required to complete the qualification packet as part of the bid submission. A bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References (if applicable)
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Vehicle Technician Attestation
- State compliance attestations
 - E-Verify
 - Workers Compensation
 - Drug-Free Workplace
 - Motor Vehicles Dealer license
- Federal compliance attestations
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
 - Certificate of Insurance for awarded vendor

The qualification packet is located on the bid system.

2.02 LICENSING & FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If bidders do not have a facility, the bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a bidder does not maintain a facility within the State of Florida, the bidder must have a plan as to how the bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the bidder plans to contract out for service, a copy of the service agreement; and
- Service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

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The sufficiency of the Warranty Service Plan may be evaluated by the FSA. The FSA reserves the right to request additional information from a bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the bidder's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five business days prior to the contract award date. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor. The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

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FSA required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the vendor.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 ITEM SPECIFICATIONS

All items covered by this contract shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid system or FSA base item specification. If awarded, bidders must supply an item that either meets or exceeds all the requirements included in the applicable specifications.

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The base item specifications are contained in the FSA bid system, may be requested from FSA and are retained within FSA's archive. As part of the bid submission, all bidders will be required to provide information confirmation that the item bid meets the base item specification or may have their bid rejected. Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

FSA develops the item specifications with subject matter experts and publicly available information. However, FSA does not have access to full details from the manufacturer and relies on bidders to assist in this process. Bidders should immediately notify the FSA of any inaccuracies in the item specifications. All notifications of inaccuracies must be in writing.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided herein.

2.06 DISCOUNTS

Discounts must be offered on this contract and shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for each item and option listed. The bidder has the authority to offer additional discounts based on quantity, as well as additional manufacturer or bidder discounts.

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA Bid System.

2.08 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a bidder may have to the terms and conditions must be documented in bidder's submission. Exceptions to the item specifications at the time of the bid submission shall reference the item number, make and model. FSA has the discretion to grant or deny, in whole or in part, the bidders requested exception, deviation or contingency to the specifications or terms and conditions. Bidder acknowledges that if FSA rejects the proposed exceptions, the bid may be disqualified.

2.09 MISTAKES

Bidders are expected to examine the item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base item specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base item specification.

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Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, item specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 PRE-BID MEETING

Prospective bidders are **required** to attend or participate in the Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to clarify questions on the terms and conditions and to confirm all item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the item specifications are finalized.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each item, make, and model must be priced and bid separately. Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. These prices must be inclusive of all components included in the item specification. Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined within these terms & conditions. The administrative fee is three quarters of one percent (.0075).

Prices must be Free On Board (FOB) destination and include shipping and delivery to the purchaser.

2.13 OPTION PRICING

The bidder shall offer a discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any options offered, if awarded. The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Options are intended to add or delete equipment or features from the item specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and

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should not be made available for purchase separate from the base item. Bidders shall NOT use options to create an item that is available as another item bid on this ITB. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the item specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for all factory options. Options available through the factory should be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser. Factory package options are allowable under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid. Government imposed fees should not be included in this option pricing.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA item specification, the bidder should include the word "Credit" at the beginning of the description field, and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the bidder will credit the purchaser.

2.14 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

"Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties."

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA may request certificates for a vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the contract.

2.15 BID SUBMISSION

Bidders must submit a bid electronically using the bid system. Bid submissions include pricing for the item, as well as required documentation. The bid must be received by the date and time specified on the Bid Calendar seen in Appendix A. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

[Bid System: VendorLink](#)

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The bid system is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to bidders after registering in the bid system. Contact VendorLink at support@vendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, bidders shall:

- Input a bid price for each item
- Upload files as instructed in the bid system; files requested will be in .pdf format.
- Follow all instructions outlined in this ITB and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet
- Build sheet for each item bid as a single .pdf
- Any requested exceptions or equivalents

FSA may ask awarded bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA. FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

2.16 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All terms and conditions are applicable throughout the term of the contract and not specific to any given year, make or model.

2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.18 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

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2.19 PUBLIC BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA will provide a bid inspection period for bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.20 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the contract. As set forth in Section 2.26, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.21 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts; and
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements as set forth by these Terms & Conditions, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process.

FSA reserves the right to determine which responses meet the requirements, item specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as non-responsible.

2.22 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by item and by manufacturer to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidder by item and by manufacturer and determined to be in the best interest of the FSA and the purchaser. FSA has the discretion to consider option pricing in making the award. Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management. See Appendix C, II to 2 CFR Part 200.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

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2.23 BID TABULATIONS

In the event that more than one bid is submitted per item a Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as identified on the bid calendar.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.24 MINOR IRREGULARITIES / RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.25 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, technical questions regarding problems incurred in the use of the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA and the awarded vendor. The terms and conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The vendor shall maintain current contact information with FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the vendor must notify FSA immediately.

3.04 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year-to-year basis.

The vendor may request price adjustments for contract extensions as provided for in the price adjustment section. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered unless otherwise provided for in this contract.

The FSA reserves the right to in its sole discretion, elect to implement an optional term or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

Month-to-Month Continuation

In the event that a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

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3.06 PRICE ADJUSTMENTS

This contract provides the following options for price adjustments:

- Annual Price Adjustments
- Changes to Production or Design
- Manufacturer Certified Adjustments
- Surcharges
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price and must be submitted as a percentage change. If a dollar amount is provided, FSA will calculate the percentage change.

Annual Price Adjustment

The FSA may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of any changes to national or state standards that require substantial price adjustments.

Changes resulting from PPI will be verified by the FSA, after the vendor requests a price adjustment under this provision and identifies the commodity code for each item as designated by the BLS.

In the event of changes to national or state standards, the vendor must present verifiable changes from the manufacturer in price to FSA. FSA may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA will consider the request and will make a final determination on the change in price.

For any price adjustment to commence annually or on the first day of the contract extension, the vendor's request for price adjustment should be submitted 60 (sixty) days prior to the annual execution of the contract or to the expiration of the contract extension.

Changes to Production or Design

Significant changes by the manufacturer to the production and item specification design may also initiate a price adjustment request. FSA will consider order dates, production cutoffs, conditions as provided for in Section 3.08, as well as replacement or complete redesign of items when considering significant changes to manufacturer production or design.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA that shows a legitimate need for price adjustments.

Surcharges

Surcharges are increased costs that are imposed on awarded vendors for items sold on this contract. Surcharges can be related to the cost of materials, cost of transportation or shipping, or fees imposed by the governing entities. Since surcharges are imposed on awarded vendors, in order to request a price change, the vendor must document the origin of the surcharge.

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The vendor must provide manufacturer or supplier certification documentation that identify the reason or cause for the surcharge to FSA in advance of assessing surcharges to a purchaser.

Surcharge After a Purchase Order is Issued

When a purchase order has been issued, the vendor may present a surcharge with all required documentation to the purchaser for consideration. The purchaser may accept or negotiate a reduction in the surcharge or reject the surcharge at their discretion.

Equitable Adjustments

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and is to be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.11 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product

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provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with these terms & conditions.

3.12 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.13 AMBULANCE REMOUNT

Ambulance remount services may be offered by awarded vendors on this contract. Remount service providers shall maintain a minimum of \$5,000,000 in Product Liability Insurance and a minimum of \$1,000,000 in Professional Garage Keepers Liability Insurance. It is the responsibility of the vendor to maintain the insurance requirements under the Terms and Conditions. Proof of adequate coverage shall be provided to the purchaser upon request.

All remount service providers must be registered with National Highway Traffic Safety Administration (NHTSA) as a new vehicle manufacturer as required by law (49 CFR 571.7(e)). The remounter shall follow all recommended guidelines and practices as published and prescribed by the OEM chassis manufacturer for the chassis platform supplied. This includes:

1. Compliance with Federal Motor Vehicle Safety Standards (FMVSS);
2. Incomplete Vehicle Document (IVD) for appropriate chassis;
3. OEM Body Builder's Guide for appropriate chassis; and
4. Ford QVM Program Truck Guidelines or other OEM Chassis Upfitter programs.

The remounter must have financial strength to adequately support any warranty obligation provided to the customer and be able to verify this to the purchaser upon request. The warranty that shall be offered at a minimum to the customer shall be as follows:

1. The remounter shall warranty the ambulance and furnished equipment against parts failure or malfunction due to design, construction or installation errors, defective workmanship and missing or incorrect parts for a minimum period of 12 months or 12,000 miles (whichever occurs first) from date of acceptance, exclusive of any authorized driveaway mileage.
2. However, if the remounter received from any supplier or subcontractor additional warranty on the whole or any component of the ambulance, in the form of time and/or mileage, including prorated adjustments, or if the remounter generally extends to their customers a greater or extended warranty coverage, the purchaser shall receive corresponding warranty benefits.

The remounter must follow all recommended guidelines and requirements which apply to the new chassis, as well as application and installation of all components and equipment included in the remounted vehicle. This shall include suitability and generational compatibility of key components to meet both make and model year of chassis utilized.

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The remounter shall perform the following series of steps to determine viability of the proposed remount vehicle prior to production:

1. The viability process shall include a visual inspection of ambulance body module for overall condition to determine suitability and feasibility for forward service life. This shall include the compatibility of the body to the proposed new chassis.
2. This viability process shall include, and the remounter shall provide, a Scope of Work document which shall include an itemized proposal to the customer and a notice of compliance to FMVSS requirements, as well as weight balance and payload analysis and projections. A minimum payload of 1,500 pounds is required.
3. The remounter shall inform the purchaser of any additional deficiencies or defects discovered during the production process and inform the purchaser immediately whereby remediation shall be mutually determined.

It is the responsibility of the vendor to certify that it has inspected the remounted module for structural integrity and will supply a statement that includes proof of the inspection process to the purchaser. The remounter shall have written work process documentation to substantiate each step of the production process for the remounted vehicle to include:

1. Evaluation and physical assessment of original vehicle;
2. Engineering analysis for major modifications such as change in chassis type or body mounts;
3. The actual production sequence and process; and
4. Written and verified quality control and function checks.

3.14 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.15 ORDER

To initiate a purchase, a purchase order must be issued to the vendor, which includes:

- FSA contract title and number;
- FSA item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver an awarded item that will be fully compatible with all options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and provided to the purchaser and FSA fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the vendor from the purchaser.

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If a vendor receives a purchase order for an item for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

Purchase orders may include additional terms and conditions established by the purchasing agency. When presented with a purchase order containing additional requirements beyond those established herein, the vendor may negotiate any additional requirements with the purchaser prior to accepting the purchase order.

3.16 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA base item specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

- Copy of the purchase order
- Copy of the FSA base item specification
- Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
- Copy of the pre-delivery service report
- Registration warranty certification
- Owner's manual
- Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

Deliveries within 2,500 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving fire rescue or emergency response vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 2,500 miles shall be approved by the purchaser. The purchaser has the option to reject a vehicle with more than 2,500 odometer miles, if not previously approved by the purchaser, or may deduct \$0.51 cents per mile in excess of 2,500 miles from the invoice. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery.

When items require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the vendor until the items are satisfactory and accepted by the purchaser.

3.17 INSPECTION AND ACCEPTANCE

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Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the item specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

3.18 REGISTRATION, TAG AND TITLE

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.20 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. The Local Government Prompt Payment Act will apply to ensure timely payment of vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.21 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.22 PURCHASE ORDERS

The vendor must submit electronic copies of purchase orders within fifteen (15) calendar days of the purchase order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the vendor after this deadline must be submitted to FSA as soon as possible with the date received by the vendor and cause for the delay. Purchase orders should contain the following information:

- Purchaser name
- Purchase order number
- Purchase order issue date
- FSA contract title and number
- Item number
- Item make and model, or item description
- Item price
- Estimated delivery date.

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Purchase orders vary in format and information provided. If a purchase order does not include the above information, the vendor may submit supplemental documentation to FSA at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the vendor will be provided to FSA.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports should follow this schedule:

Contract Year 1: April 1, 2023 – March 31, 2024

Year 1 Quarter 1	April 1 – June 30	July 15
Year 1 Quarter 2	July 1 – September 30	October 15
Year 1 Quarter 3	October 1 – December 31	January 15
Year 1 Quarter 4	January 1 – March 31	April 15

Contract Year 2: April 1, 2024 – March 31, 2025

Year 2 Quarter 1	April 1 – June 30	July 15
Year 2 Quarter 2	July 1 – September 30	October 15
Year 2 Quarter 3	October 1 – December 31	January 15
Year 2 Quarter 4	January 1 – March 31	April 15

If a contract extension or renewal option are executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

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The FSA charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded vendor.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by item specifications, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day

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Failure to report a Purchase Order to FSA within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor’s failure to take the specified actions.

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Appendix A: Bid Calendar

FSA23 - Fire & Rescue Bid Calendar	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	10/11/2022
Registration for Workshop & Pre-bid Open	11/1/2022
Voluntary Workshop for Interested Bidders; Review Specifications	12/5/2022
New Specification requests due	12/16/2022
Pre-Bid meeting	1/11/2023 - 1/12/2023
Request for Clarifications Due to FSA	1/20/2023
FSA VendorLink Bidder Training	1/24/2023
Bid System Open	1/31/2023
Cone of Silence	1/31/2023 - 3/10/2023
Bid Submissions Due	2/27/2023
Public Bid Opening	3/1/2023
Bid Tabulations Posted	3/1/2023
Bid Evaluation	3/6/2023 - 3/10/2023
Intent To Award	3/10/2023
Final Bid Award Announcement	4/1/2023
Effective Date Of New Contract	4/1/2023

For the most up to date information, please refer to <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Register (as appropriate) for the dates published.

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Appendix B: ACH Payments



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165

f: (850) 878-8665

www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account

Capital City Bank

Routing Number: 063100688

Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

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Appendix C: Federal Clauses

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS*

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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 CFR 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 during 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. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FSA Cooperative Purchasing Program



FSA23-VEF17.0:
Fire & Rescue Vehicles, Boats, & Equipment
Awarded Vendor Contract Signature Pages



Florida Sheriffs Association (FSA) has completed its 17th year of the cooperative purchasing fire and rescue contract. FSA is issuing the Notice of Final Award for contract FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment that will be effective from April 1, 2023, through March 31, 2025. This year's bid included 739 items. The contract will offer fire apparatus, rescue apparatus, fire rescue and patrol boats, outboard engines, ambulances, emergency transport utility vehicles, and battery powered rescue tools.

The following pages are the submitted contract signature pages from the awarded vendors. The contract signature page is submitted within the Bidder Qualification Packet for the bid. By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article and is in all respects fair and without collusion or fraud.

The bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required. The bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The contract signature page may be handwritten or signed digitally. The forms that contained a digital signature have been noted as such.



CONTRACT SIGNATURE FORM

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The bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name NAFECO

Business Address 1515 West Moulton Street
Doraville, AL 35568

Name of Authorized Agent Doris Thrasher

Email address of authorized agent doris.thrasher@nafeco.com

Signature *Doris Thrasher*

Date 02/15/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equipment

Bidder Company Name Gravois Aluminum Boats, LLC DBA Metal Shark Boats

Business Address 160 Boro Lane
Ft. Lauderdale, FL 33308

Name of Authorized Agent Dean Jones

Email address of authorized agent djones@metalsharkboats.com

Signature *Dean Jones*

Date 02/15/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name Excellance, Inc

Business Address 453 Lanier Road, Madison, AL 35758

Name of Authorized Agent Charlie Epps

Email address of authorized agent charlie@excellance.com

Signature

A handwritten signature in black ink that reads "Charlie Epps". The signature is written in a cursive, flowing style.

Date 02/14/2023

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equipment

Bidder Company Name
Excellance, Inc



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name Emergency Vehicles, Inc.

Business Address 705 13th Street - Lake Park, FL 33403-2303

Name of Authorized Agent Ernst R. Temme

Email address of authorized agent ernie@evi-fl.com

Signature

A handwritten signature in blue ink, appearing to read "Ernst R. Temme", written over a horizontal line.

Date 02/27/2023

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equipment

Bidder Company Name
Emergency Vehicles, Inc.



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name REV RTC, Inc.

Business Address 725 SW 46th Avenue, Ocala, FL 34474

Name of Authorized Agent Dee Daniels

Email address of authorized agent dee.daniels@revrtc.com

Signature *Dee Daniels*

Date 02/15/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equipment

Bidder Company Name South Florida Emergency Vehicles

Business Address 4655 Cummins Court
Fort Myers, FL 33905

Name of Authorized Agent David Stonitsch

Email address of authorized agent dstonitsch@sflev.com

Signature *David Stonitsch*

Date 02/15/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equipment

Bidder Company Name ETR, LLC

Business Address 700 SOUTH FRENCH AVENUE SANFORD, FLORIDA 32771



Name of Authorized Agent JERRY MICHALUK

Email address of authorized agent JERRY@ETRLLC.ORG

Signature

A handwritten signature in blue ink, appearing to be "Jm Michaluk", written over a yellow highlight.

Date 02/24/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equip

Bidder Company Name GATORMOTO UTILTIY VEHICLES AND MORE LLC

Business Address 58 WEST 9TH STREET | ATLANTIC BEACH FL 32233

Name of Authorized Agent

Brett Jackrel | Sales Manager | Moto Electric Vehicles
Phone: (904) 247-1818 Email: Bjackrel@MotoElectricVehicles.com
Address: 58 West 9th Street | Atlantic Beach FL 32233

Email address of authorized agent BJACKREL@MOTOELECTRICVEHICLES.COM

Signature

Date 02/26/2023

FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equipment
Bidder Company Name

GATORMOTO UTILTIY VEHICLES AND MORE LLC



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEF17.0

Bidder Company Name Ring Power Corporation

Business Address 500 World Commerce Parkway
St. Augustine, FL 32092

Name of Authorized Agent Jay Lusk

Email address of authorized agent jay.lusk@ringpower.com

Signature

A handwritten signature in blue ink, appearing to read "Jay Lusk", written over a horizontal line.

Date 02/13/2023

FSA Contract Number FSA23-VEF17.0

Bidder Company Name
Ring Power Corporation



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equipment

Bidder Company Name Ten-8 Fire & Safety, LLC

Business Address 2950 59th Ave. Dr. E. Bradenton, FL 34203

Name of Authorized Agent Cindy Morgan

Email address of authorized agent cmorgan@ten8fire.com

Signature *Cindy Morgan*

Date 02/15/2023

FSA Cooperative Purchasing Program



FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment Item Group Specifications

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Item Groups Summary

All items factory installed unless otherwise indicated. All bids shall meet the manufacturer's base item standard equipment and the minimum specifications of the base item bid.

Fire Vehicles

- Airport Rescue Fire Fighting (ARFF) Apparatus*
- Electric Vehicle (EV) Pumper*
- Fire Apparatus - Initial Attack
- Medium Duty Rescue Apparatus
- Mid Mounted Aerial Apparatus
- Mid Mounted Aerial Platform
- Mobile Water Supply Fire Apparatus – Single or Dual Axle
- Pumper Commercial 2-Door
- Pumper - Level 1 Custom 4 Door Chassis
- Pumper - Level 2 Custom 4 Door Chassis
- Rear Mounted Aerial Apparatus
- Rear Mounted Aerial Platform
- Rescue Apparatus - Heavy
- Rescue Apparatus - Walk-In
- Tractor-Drawn Aerial Apparatus
- Wildland Fire Apparatus

Fire & Rescue Equipment

- Battery Powered Rescue Tools*
- Emergency Transport Utility Vehicles*
- Fire Rescue, EMS, and Patrol Boats*
- Outboard Engines *
- Personal Watercraft*

Ambulance Vehicles

- Type I Ambulance: 4x2 Wheel Drive (4x4 Wheel Drive Optional), Regular Cab, Diesel Engine
- Type I Ambulance: 4x2 Wheel Drive (4x4 Wheel Drive Optional), Medium Duty Regular Cab, Diesel Engine
- Type II Ambulance: 4x2 Wheel Drive, Van, Gas Engine
- Type III Ambulance: 4x2 Wheel Drive, Cutaway Van, Gas Engine
- Type III Ambulance: 4x2 Wheel Drive, Cutaway Van, Diesel Engine

**Indicates that this is a new item specification group as of 2023*

Airport Rescue Fire Fighting Apparatus (ARFF)

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards and any other referenced NFPA standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards (where applicable). USDOT /FAA procurement specification AC 150/5220-10E. When requested by the purchaser, Vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient GVWR to safely accommodate all options selected by the purchaser. Bidders to bid Classes of ARFF that they produce.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, GVWR, angle of approach, and angle of departure
- Component manufacturers certificates supplied electronically
- Operational test data sheets electronically
- Product warranties
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of Operator and Service Manuals shall be provided to the purchaser at the time of delivery
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Power Train

- Engine certified by manufacturer for the application
- Transmission certified by manufacturer for the application

Fire Pump & Plumbing

- Centrifugal pump meeting the requirements of current NFPA standards

Apparatus Body

- Shall be corrosion resistant
- Minimum of 10 cubic feet of enclosed storage space
- Water tank /AFFF Sized based on AC 150/5220-10E meeting current NFPA standards

Emergency Warning

- Fully compliant with current NFPA standards/AC 150/5210-5
- Electronic 100-watt siren with 100-watt siren speaker, minimum
- All emergency warning lights, rear, stop/turn/back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene and interior dome lights to be LED

Paint Finish/Reflective Striping

- Paint as required by 150/5220-10E
- Striping as required by 150/5220-10E

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- Lifetime frame warranty
- Two (2) year axle
- Five (5) year engine
- Five (5) year fire pump warranty
- Lifetime booster tank

Electric Vehicle (EV) Pumper

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient GVWR to safely accommodate all options selected by the purchaser. Vender must submit minimum power requirement needed for vehicles charging system.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, angle of departure in submitted specifications. Vendor must specify single or dual axle.
- Approval of drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Pump test certification by independent third party
- Water tank capacity certification
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi heat treated steel frame rail system
- Heavy duty 16-inch to 24-inch extended front bumper with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 4200 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Power Train

- Primary drive shall be electric motor supplied power from onboard rechargeable EV batteries.
- Secondary drive/range extender shall activate when battery reaches a state of charge no lower than 15%
- Run time as required by current NFPA standards
- Secondary braking as specified by current NFPA standards
- Fuel tank 30-gallons minimum
- Engine exhaust vertical, where possible
- Secondary drive/APU shall have OEM oil and fuel filters

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Item Specification Groups

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Vehicle Charging

- Daily use charger will need to be obtained from a third-party vendor. Awarded vendors must provide proper guidance for selection of charger to be used. Purchasers may consult the FSA22-PWR1.0 Electric Vehicle Charging contract for additional charging options.

Fire Pump & Plumbing

- 1,250 GPM pump per current NFPA standards
- One 3" deck gun discharge
- Four 2.5" discharge outlets (includes one (1) rear 2-1/2" discharge)
- One 2.5" suction inlet on left pump panel
- Two 6" steamer inlets with caps
- Discharge relief valve or electronic pressure governor.
- Inlet pressure relief valves
- Two 1.5" crosslays with 2" piping
- One 3" tank to pump line
- One 1.5" tank fill line
- 30-degree turn downs
- Anti-vibration gauges
- Color coded pump panel tags
- Stainless steel plumbing with 10-year warranty
- Side mount pump panel with all pump controls, instruments, and gauges located on the driver's side pump panel (not in a compartment)
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Cab

- Manufacturer's standard medium length tilt aluminum cab.
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, equipped with seat belt/occupant detection/warning system.
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors, from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report (if applicable)
- Minimum four (4) 750 CCA batteries (if applicable)
- Load manager with automatic high idle function (if applicable)
- Dual air horns with dual in-cab controls

Lights And Sirens

- NFPA compliant upper and lower-level warning light package
- Electronic 100-watt siren, minimum; 100-watt siren speaker, minimum
- Two (2) rear deck lights
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Body

- Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed galvanneal steel
 - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Minimum of three (3) compartments driver side of body, full height compartments-two (2) adjustable shelves per compartment
- Minimum of two (2) low side compartments right side of body-one (1) adjustable shelf per compartment
- Lights in compartments to meet current NFPA standards
- One (1) full height, full depth compartment rear of body, one (1) adjustable shelf per compartment
- Back up alarm
- Right side brackets for 24 ft. 2-section, 14 ft. roof, 10ft. attic ladders and 2 pike poles, ladders to be included
- Hose bed with hose restraints to be NFPA compliant; including one (1) adjustable divider

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Steps and handrails for climbing from ground to hose bed – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Two (2) rear deck lights
- Rub rail along each side of body and rear of body
- No less than four (4) self-contained breathing apparatus (SCBA) bottle storage compartments
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels
- Minimum 4-inch reflective stripe on cab and body, chevron striping on rear of body per current NFPA standards

Water Tank

- Minimum 500-gallon poly tank
- NFPA compliant fill tower

Compartments

- Manufacturer will submit cubic feet and size of compartments with bid

Paint Finish/Reflective Striping

- Cab and body to be painted single tone - excludes stainless steel not painted
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- Lifetime frame warranty
- Two (2) year axle
- Five (5) year engine
- Five (5) year fire pump warranty
- Lifetime booster tank
- EV Battery (Batteries) 5 years

Fire Apparatus - Initial Attack

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings to be provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Commercial Chassis (2 Door or Crew Cab)

- Cab to axle – 60 inches or more
- Gross vehicle weight rating (GVWR) – 19,500 lbs.
- Heavy service suspension
- Turbo diesel engine
- Manufacturer's standard front and rear axles
- Power steering
- Tires – all season with steel wheels
- Alternator(s) meeting 12-volt system requirements
- Battery system to meet 12-volt system requirements
- OEM fuel tank, largest available – minimum 40 gallon
- Front tow hooks
- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.

Power Train

- Turbo diesel engine
- Automatic transmission
- Limited slip differential, if available as standard equipment

2 Door or Crew Cab

- 2-door seating for a minimum of (2) passengers; crew-cab seating for a minimum of four (4) passengers; vinyl split-bench seat
- Single tone cab paint finish with OEM standard paint warranty
- Air conditioning and heating
- Power Mirrors with separate flat and convex sections – extended trailer towing mirrors
- Dual type headlights
- Forward facing turn and warning lights
- Minimum two (2) under cab step lights
- Engine compartment light

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Slip resistant running boards under cab doors per current NFPA standards

Fire Pump & Plumbing

- Minimum 500GPM water pump with in-cab interlocked pump shift for pump engagement
- Primer
- Lighted pump control panel
- Electronic pressure governor
- Pump cooler or recirculation line
- Minimum 4.5-inch suction inlet
- 2.5-inch suction gated for drafting
- 1.5-inch tank fill
- Three (3) 2.5-inch discharge
- Gauge package: Water level indicator, dual master pressure/vacuum gauges, 2-inch discharge pressure gauges
- Maximum sized polypropylene booster tank allowable; not to exceed OEM gross vehicle weight rating (GVWR)
- 3-inch tank to pump connection
- Minimum 8-inch square fill tower with minimum 4-inch overflow tube

Apparatus Body

- Bidders to bid on each of their offered construction types:
- Extruded aluminum
- Formed aluminum
- Formed galvanized steel
- Formed stainless steel
- Modular Compartments minimum of two (2) per side
- Bidders to state thickness, alloys and construction methods of all materials used in body construction
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- NFPA minimum lighting in each compartment
- Backup alarm
- Tailboard and/or stirrup type step for climbing from ground to rear of truck – bidders to state exact design
- Lights at each step
- Stop, turn, backup lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- No wood used in mounting

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Emergency Warning

- Fully compliant with current NFPA standards, Initial Attack Fire Apparatus
- Electronic 100-watt siren with 100-watt siren speaker, minimum
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- NFPA required reflective striping

Warranty To Be Provided by Vendor to Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- Five (5) year engine
- Five (5) transmission
- OEM chassis manufacturer's standard warranty
- Lifetime booster tank warranty
- Five (5) year fire pump warranty
- Cab & chassis standard manufacturer paint warranty
- Body 10-year paint warranty- pro-rated
- Five (5) year corrosion perforation on body

Medium Duty Rescue Apparatus

In all areas of this specification bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Vehicle orientation as outlined in current NFPA standards
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Commercial 2-Door Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase
- Two-wheel drive; minimum 108-inch cab to axle
- 110,000 psi heat treated steel frame rail system
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Chrome or stainless-steel front bumper
- Tow hooks or eyes front and rear attached to the frame
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Minimum 13.2 cubic ft. per minute (cfm) gear driven air compressor
- Air dryer, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel, if available

Powertrain

- Minimum 330 horsepower turbocharged diesel engine emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary engine braking
- Drivelines to meet engine torque rating
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

2-Door Cab

- Seating for minimum of two (2) passengers, seats with NFPA compliant seat belts and seat belt warning system
- NFPA compliant 12-volt switches and instruments
- Air conditioning and heating
- Engine compartment light
- Single tone cab paint finish with OEM standard paint warranty
- Driver remote controlled mirrors with separate flat and convex sections
- Dual type headlights
- Forward facing turn and warning lights
- Minimum two (2) under cab step lights
- Cab and compartment door ajar light and buzzer
- Engine compartment light
- Alternator to meet the requirements of amp draw report.
- Minimum two (2) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls
- 110-volt battery charger receptacle near driver's door

Apparatus Body

- Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Stainless Steel
- Minimum 14 ft. body length outside length, do not include rear step in 14 ft. calculation of body length; non-walk-in type
- Body compartments shall be configured:
 - Minimum of 10 shelves total. Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
 - Minimum one (1) transverse compartment forward of rear wheels; must use all available space forward of rear wheels
 - One (1) transverse compartment over rear axle each side
 - One (1) full depth/full height compartment behind rear axle one each side
 - One (1) full height as deep as possible compartment on rear of body
 - Compartment lights per current NFPA standards
- License plate light
- One pair of 12-volt rear body upper scene lights per current NFPA standards

Emergency Warning

- NFPA upper and lower warning light package
- Electronic 100-watt siren with 100-watt siren speaker, minimum
- All emergency lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- NFPA required reflective striping

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Warranty To Be Provided by Vendor to Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM chassis manufacturer's standard warranty
- 10-year paint on body pro-rated
- Five (5) year engine
- Five (5) year transmission
- Cab & Chassis standard manufacturer paint warranty
- Body 10-year paint warranty- pro-rated
- Five (5) year corrosion perforation on body

Mid Mounted Aerial Apparatus

Bidders may and are encouraged to bid multiple lengths as long as specifications are met to provide more flexibility and choices to meet purchaser needs.

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Three (3) days of training by employee of manufacturer
- Pump test certification by independent third party
- Water tank capacity certification by independent third party
- Aerial non-destructive, waterway flow test, performance, and stability testing by independent third party
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- 110,000 psi steel frame rail with full length inner 110,000 psi C-channel liner
- 6-inch minimum extended front bumper polished stainless steel with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Powertrain

- Minimum 450 horsepower turbocharged diesel engine emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary braking to meet current NFPA standards

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- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Medium length tilt aluminum cab
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors, from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Aerial Apparatus – Aluminum or Steel

- Aerial shall meet or exceed all sections of current NFPA standards
- Ladder material: aluminum or steel
- Mid-mounted configuration
- Minimum 2 section aerial per NFPA requirements
- Rated horizontal reach per NFPA requirements
- Rungs shall meet all aspects of current NFPA standards
- Rungs equipped with a slip resistant surface meeting current NFPA standards
- Rungs spacing meeting current NFPA standards
- Turntable with pedestal mounted controls meeting current NFPA standards
- Aerial rated load capacity not flowing water: 500 lbs. minimum in addition to equipment mounted at tip of ladder
- Aerial rated load capacity while flowing 1,000 gallons per minute (GPM) with monitor at the ladder tip: 500 lbs. minimum in addition to equipment mounted at tip of ladder
- Rated load capacities shall meet or exceed current NFPA standards
- The aerial shall be rated in multiple configurations per current NFPA standards
- Extend/retract, rotate and hydraulic or electric over hydraulic controls meeting current NFPA standards
- Hydraulic pressure gauge at turntable controls

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- Illuminated Angle of Elevation Indicator meeting current NFPA standards
- Flowmeter on pump panel meeting current NFPA standards
- All aerial control devices shall meet current NFPA standards
- Fall protection provisions shall be provided
- Bidders to state type of stabilizers and overall stabilizers spread
- Aerial shall meet structural safety factors in accordance with current NFPA standards
- Aerial shall meet NFPA stability safety factors
- Lighted turntable area
- The aerial manufacturer, the company that manufactures the entire aerial device, shall maintain a Quality Control Program in accordance with current NFPA standards
- Special attention shall be paid to meeting all safety requirements per current NFPA standards
- Aerial shall be fully tested and certified by third party certified testing company per current NFPA standards
- 2-way intercom system between aerial tip and turntable control pedestal
- Minimum 1,000 GPM waterway system meeting NFPA controls for nozzle at fly section and turntable control pedestal, with manual pinned waterway or remote-control moveable waterway
- Minimum 3-inch waterway discharge with 3-inch valve with hand-wheel or electric control on pump panel
- Minimum 4-inch waterway inlet (non-gated) on rear or on side of body per current NFPA standards
- Waterway relief valve and minimum 1.5-inch drain
- Stabilizer controls and stabilizer to aerial controls mounted on left side of body or at the rear of the apparatus.
- One (1) high intensity spotlight on ladder tip. Two (2) high intensity flood lights on ladder base.
- If painted finish on steel or galvanized steel aerial – bidder shall provide copy of paint warranty on aerial
- Instruction plates and signs must be installed per current NFPA standards

Fire Pump & Plumbing

- Minimum 1,250 gallons per minute (GPM) pump as rated per current NFPA standards. Pump shall be capable to achieve rated aerial flow without exceeding design performance.
- Air or electric operated pump shift
- Discharge pressure relief valve or electronic pressure governor
- Intake pressure relief valve
- Master drain valve
- Electric dry type or air primer
- Pump panel lights, three (3) each side
- Pump compartment light
- OK to pump lights in cab and at pump panel
- Engine cooler
- Pump cooler
- Two (2) 6-inch steamers, one (1) on side panel
- 2.5-inch left side gated suction
- 1.5-inch tank fill
- Two (2) 2-inch cross-lay hose beds over the pump compartment
- Two (2) 2.5-inch left side discharges
- Two (2) 2.5-inch right side discharges

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Item Specification Groups

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- Stainless steel schedule 10 piping with 10-year warranty
- Panel gauge package: water tank level, tach, oil pressure, water temperature, voltmeter, light and alarm system
- Minimum 300-gallon polypropylene booster tank with lifetime warranty
- 3-inch tank to pump connection
- Minimum 10-inch x 8-inch fill tower with minimum 4-inch overflow tube
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Apparatus Body

- Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed galvanized steel
 - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- Back up alarm
- Ladder storage for minimum 85 ft. NFPA ground ladders, ladders to be included
- Rear pike pole storage for minimum of six (6) pike poles fully enclosed at rear of apparatus
- Slide out pump operator platform
- Hose bed with hose restraints to be NFPA compliant
- Steps and handrails for climbing from ground to turntable – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- Rub rail along each side of body
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B/D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren/PA with minimum 100-watt speaker recessed in bumper
- All emergency lights, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Paint Finish/Reflective Striping

- Cab and body to be painted single tone (excludes stainless steel not painted)
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- 20-year aerial structural
- Lifetime frame warranty
- Two (2) year front axle
- Two (2) year rear axle
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump
- Lifetime booster tank

Mid Mounted Aerial Platform

Bidders may and are encouraged to bid multiple lengths as long as specifications are met to provide more flexibility and choices to meet purchaser needs.

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Three (3) days of training by employee of manufacturer
- Pump test certification by independent third party
- Water tank capacity certification by independent third party
- Aerial non-destructive, waterway flow test, performance and stability testing by independent third party
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

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FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Chassis

- 110,000 psi steel frame rail with full length inner 110,000 psi C-channel liner
- 6-inch minimum extended front bumper polished stainless steel with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Powertrain

- Minimum 450 horsepower turbocharged diesel engine, emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary braking to meet current NFPA standards
- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Cab

- Medium length tilt aluminum cab meeting
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, seats equipped with seat belt/occupant detection/warning system
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors, from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Aerial Platform – Aluminum or Steel

- Aerial shall meet or exceed all sections of current NFPA standards
- Ladder material: aluminum or steel
- Mid-mounted configuration
- Minimum 3 section aerial per NFPA requirements
- Rated horizontal reach per NFPA requirements
- Rungs shall meet all aspects of current NFPA standards
- Rungs equipped with a slip resistant surface meeting current NFPA standards
- Rungs spacing meeting current NFPA standards
- Turntable with pedestal mounted controls meeting current NFPA standards
- Aerial rated load capacity not flowing water: 1000 lbs. minimum in addition to equipment mounted in platform
- Aerial rated load capacity while flowing 1000 gallons per minute (GPM): 500 lbs. minimum in addition to equipment mounted in platform
- Rated load capacities shall meet or exceed current NFPA standards
- The aerial shall be rated in multiple configurations per current NFPA standards
- Extend/retract, rotate and hydraulic or electric over hydraulic controls meeting current NFPA standards
- Hydraulic pressure gauge at turntable controls
- Illuminated Angle of Elevation Indicator meeting current NFPA standards
- Flowmeter to be mounted at pump panel or turntable pedestal
- All aerial control devices shall meet current NFPA standards
- Man-saver gate or similar fall protection provisions at top of pedestal.
- Bidders to state type of stabilizers and overall stabilizers spread
- Aerial shall meet structural safety factors in accordance with current NFPA standards

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- Aerial shall meet NFPA stability safety factors
- Lighted turntable area
- The aerial manufacturer, the company that manufactures the entire aerial device shall maintain a Quality Control Program in accordance with current NFPA standards
- Special attention shall be paid to meeting all safety requirements per current NFPA standards
- Aerial shall be fully tested and certified by third party certified testing company per current NFPA standards
- 2-way intercom system between ladder tip and turntable control pedestal
- Minimum 1,000 gallons per minute (GPM) waterway system meeting current NFPA standards with remote control nozzle (controls in platform and at turntable control pedestal)
- Minimum 3-inch waterway discharge with 3-inch valve with hand-wheel or electric control on pump panel
- Minimum 4-inch waterway inlet (non-gated) on rear or on side of body per current NFPA standards
- Waterway relief valve and minimum 1.5-inch drain
- Stabilizer controls and stabilizer to aerial controls mounted on left side or rear of apparatus body
- One (1) high intensity spotlight on ladder tip
- Two high intensity flood lights on ladder base
- Painted finish on steel or galvanized steel aerial-bidder shall provide copy of paint warranty on aerial
- Instruction plates and signs must be installed per current NFPA standards
- The platform constructed of heat reflecting reinforced aluminum. The platform shall have a minimum floor area of 14 square ft. and be provided with closed sides, 45-inch high all around
- The platform shall be completely enclosed along the floorboard to protect occupants
- Two (2) lightweight deck monitors installed

Fire Pump & Plumbing

- Minimum 1,250 gallon per minute (GPM) pump as rated per current NFPA standards (pump shall be capable to achieve rated aerial flow without exceeding design performance)
- Air or electric operated pump shift
- Discharge pressure relief valve or electronic pressure governor
- Intake pressure relief valve
- Master drain valve
- Electric dry type or air primer
- Pump panel lights, three (3) each side
- Pump compartment light
- OK to pump lights in cab and at pump panel
- Engine cooler
- Pump cooler
- Two (2) 6-inch steamers, one on side panel
- 2.5-inch left side gated suction
- 1.5-inch tank fill
- Two (2) 2-inch cross-lay hose beds over the pump compartment
- Two (2) 2.5-inch left side discharges
- Two (2) 2.5-inch right side discharges
- Stainless steel schedule 10 piping with 10-year warranty
- Panel gauge package: water tank level, tach, oil pressure, water temperature, voltmeter, light and alarm system

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Item Specification Groups

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- Minimum 300-gallon polypropylene booster tank with lifetime warranty
- Minimum 3-inch tank to pump connection
- Minimum 10-inch x 8-inch fill tower with minimum 4-inch overflow tube
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Apparatus Body

- Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed galvanized steel
 - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- Back up alarm
- Ladder storage for minimum 85 ft. NFPA ground ladders, ladders to be included
- Rear pike pole storage for minimum of six (6) pike poles fully enclosed at rear of apparatus
- Slide out pump operator platform
- Hose bed with hose restraints to be NFPA quint compliant
- Steps and handrails for climbing from ground to turntable – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- Rub rail along each side of body
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B / D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren/PA with minimum 100-watt speaker recessed in bumper
- All emergency lights, stop, turn, back-up lights, DOT clearance, pump panel,
- compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone (excludes stainless steel not painted)
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- 20-year aerial structural

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Lifetime frame warranty
- Two (2) year front axle
- Two (2) year rear axle
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump
- Lifetime booster tank

Mobile Water Supply Fire Apparatus – Single or Dual Axle

In all areas of this specification bidders must comply with current National Fire Protection Association (NFPA) standards, mobile water supply Chapter 7, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. The intent of the mobile water supply specification is for all bidders to bid a mobile water supply vehicle with as much side and rear compartmentation as possible; equipped with an apparatus body, hose-bed, and pump module that are separate of the water tank. The hose-bed shall be integral to the apparatus body. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, angle of departure in submitted specifications. Vendor must specify single or dual axle.
- Approval of drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Pump test certification by independent third party
- Water tank capacity certification
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Commercial 2-Door Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- Two-wheel drive
- 110,000 psi heat treated steel frame with full length inner C-channel liner
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Chrome or stainless-steel front bumper
- Tow hooks or eyes front and rear attached to the frame
- Front and rear mud flaps
- S-cam air brakes, as large as possible, with automatic slack adjusters
- Minimum 13.2 cubic feet per minute (cfm) gear driven air compressor
- Air dryer, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel, if available

Powertrain

- Minimum 330 horsepower turbocharged diesel engine emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary engine braking to meet current NFPA standards
- Drivelines to meet engine torque rating
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- OEM oil, fuel, transmission filters

2-Door Cab

- Minimum seating for two (2) – with NFPA compliant seat belts and seat belt warning system
- NFPA compliant 12-volt switches and instruments
- Air conditioning and heating
- Engine compartment light
- Dome/step lights meeting current NFPA standards
- Single tone cab paint finish with OEM standard paint warranty
- Driver remote controlled mirrors with separate flat and convex sections
- Dual type headlights
- Forward facing turn and warning lights
- Minimum two (2) under cab step lights
- Cab and compartment door ajar light and buzzer
- Alternator to meet the requirements of the amp draw report
- Minimum two (2) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls
- 110-volt battery charger receptacle near driver's door

Fire Pump & Plumbing

- Minimum 500 gallons per minute (GPM) midship mounted PTO pump per current NFPA standards
- Discharge pressure relief valve or electronic pressure governor
- Intake pressure relief valve
- Master drain valve
- Electric dry type or air primer
- Pump panel lights, three (3) each side
- Pump compartment light
- OK to pump lights in cab and at pump panel
- Engine cooler
- Pump cooler
- One (1) 4-inch minimum steamer, on left side panel
- 2.5-inch left side gated suction
- 2-inch tank fill pump to tank fill
- Direct gated external tank fills meeting current NFPA standards
- Two (2) 2-inch cross-lay hose beds with 1.5-inch connection over the pump compartment
- One (1) 2.5-inch left side discharge
- One (1) 2.5-inch right side discharge
- Stainless steel piping with 10-year warranty
- Panel gauge package: water tank level, tach, oil pressure, water temperature, voltmeter, light and alarm system
- Side mount pump panel with gauges and all pump controls on driver side pump panel
- Minimum 1800-gallon polypropylene booster tank with lifetime warranty
- 3-inch tank to pump connection
- Minimum 10-inch x 8-inch fill tower with minimum 4-inch overflow tube
- Rear tank dump valve with 3-way dump capability

Apparatus Body

- Bidders to bid on each of their offered construction types:

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FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Extruded aluminum
- Formed aluminum
- Formed galvanized steel
- Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Hard suction rack for two (2) lengths 10 ft x 4-inch minimum of hard suction
- Compartments: low side compartments both sides of body forward or after rear wheels; bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- One shelf minimum per compartment
- Back up alarm
- Hose bed with hose restraints to be NFPA compliant; including one (1) adjustable divider
- Steps and handrails for climbing from ground to hose bed – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- Rub rail along each side of body and rear of body
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B / D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren with 100-watt siren speaker minimum
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year body structural
- 10-year paint pro-rated on body
- Five (5) year corrosion perforation on body
- OEM Chassis manufacturer's standard warranty
- Five (5) year fire pump warranty
- Five (5) year engine
- Five (5) year transmission
- Lifetime warranty on water tank

Pumper Commercial 2-Door

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Requested by end user, bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, angle of departure in submitted specifications. Vendor must specify single or dual axle.
- Approval of drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Pump test certification by independent third party
- Water tank capacity certification
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Commercial 2-Door Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- Two-wheel drive
- 110,000 psi heat treated steel frame rail system
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Chrome or stainless-steel front bumper
- Tow hooks or eyes front and rear attached to the frame
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Minimum 13.2 cubic feet per minute (cfm) gear driven air compressor
- Air dryer, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel, if available

Powertrain

- Minimum 330 horsepower turbocharged diesel engine emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary engine braking
- Drivelines to meet engine torque rating
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

2-Door Cab

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Minimum seating for two (2) – with NFPA compliant seat belts and seat belt warning system
- Console between seats for storage of radios, 12-volt switches, and maps/notebooks
- Air conditioning and heating
- Engine compartment light
- Dome/step lights meeting current NFPA standards
- Single tone cab paint finish with OEM standard paint warranty
- Driver remote controlled mirrors with separate flat and convex sections
- Dual type headlights
- Forward facing turn and warning lights
- Minimum two (2) under cab step light
- Cab and compartment door ajar light and buzzer
- Alternator to meet the requirements of amp draw report
- Minimum two (2) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls
- 110-volt receptacle near driver's door with onboard battery charger

Lights And Sirens

- NFPA compliant warning lighting package – manufacturer's standard package
- Electronic 100-watt siren with 100-watt siren speaker, minimum
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Body

- Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed galvalume steel
 - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Minimum of three (3) compartments driver side of body, full height compartments (2 shelves minimum per compartment)
- Minimum of two (2) low side compartments right side of body (1 adjustable shelf minimum per compartment)
- One (1) full height, full depth compartment rear of body (1 adjustable shelf minimum per compartment)
- Back up alarm
- Right side brackets for 24 ft 2-section, 14 ft roof, 10 ft attic ladders and 2 pike poles, ladders to be included
- Hose bed with hose restraints to be NFPA compliant- including one (1) adjustable divider
- Steps and handrails for climbing from ground to hose bed – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Two (2) rear deck lights
- Rub rail along each side of body and rear of body
- Running boards at each pump panel

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- Brushed stainless steel or black non-glare aluminum pump panels
- Hose bed lighting must be provided per current NFPA standards
- Minimum 4-inch reflective stripe on cab and body, chevron striping on rear of body per current NFPA standards
- No less than four (4) self-contained breathing apparatus (SCBA) Bottle Storage

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Pump

- Minimum 1m250 gallons per minute (GPM) drive shaft driven split shaft pump per current NFPA standards
- One 3-inch deck gun discharge
- Four (4) 2.5-inch discharge outlets-includes one (1) rear 2.5-inch discharge
- One (1) 2.5-inch suction inlet on left pump panel
- Two (2) 6-inch steamer inlets with caps
- Discharge relief valve or electronic pressure governor inlet pressure relief valve
- Two 1.5-inch cross-lays / speedlays with 2-inch piping
- One (1) 3-inch tank to pump line
- One (1) 1.5-inch tank fill line
- 30-degree turn downs
- Anti-vibration gauges
- Color coded pump panel tags
- Stainless steel plumbing with 10-year warranty
- Side mount pump panel with all pump controls, instruments, and gauges located on the driver side pump panel (not in a compartment)
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Water Tank

- 750-gallon T-type tank poly
- Fill tower to meet requirements of current NFPA standards

Compartments

- Manufacturer will submit cubic feet and size of compartments per request

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year body structural
- 10-year paint pro-rated on body
- Five (5) year corrosion perforation on body
- OEM Chassis manufacturer's standard warranty
- Five (5) year fire pump warranty
- Five (5) year engine warranty
- Five (5) year transmission warranty
- Lifetime tank warranty

Pumper - Level 1 Custom 4 Door Chassis

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, angle of departure in submitted specifications. Vendor must specify single or dual axle.
- Approval of drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Pump test certification by independent third party
- Water tank capacity certification
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi heat treated steel frame rail system
- 10-gauge polished stainless steel 16-inch to 24-inch extended front bumper with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 4200 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Powertrain

- Minimum 350 horsepower turbocharged diesel engine emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary engine braking
- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- OEM oil, fuel, transmission filters

Cab

- Manufacturer's standard medium length tilt aluminum cab.
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, equipped with seat belt/occupant detection/warning system.
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors, from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Lights And Sirens

- NFPA compliant upper and lower-level warning light package
- Electronic 100-watt siren, minimum; 100-watt siren speaker, minimum
- Two (2) rear deck lights
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Body

- Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed galvalume steel
 - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Minimum of three (3) compartments driver side of body, full height compartments-two (2) adjustable shelves per compartment
- Minimum of two (2) low side compartments right side of body-one (1) adjustable shelf per compartment
- Lights in compartments to meet current NFPA standards
- One (1) full height, full depth compartment rear of body, one (1) adjustable shelf per compartment
- Back up alarm

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Item Specification Groups

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- Right side brackets for 24 ft. 2-section, 14 ft. roof, 10ft. attic ladders and 2 pike poles, ladders to be included
- Hose bed with hose restraints to be NFPA compliant; including one (1) adjustable divider
- Steps and handrails for climbing from ground to hose bed – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Two (2) rear deck lights
- Rub rail along each side of body and rear of body
- No less than four (4) self-contained breathing apparatus (SCBA) bottle storage compartments
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels
- Minimum 4-inch reflective stripe on cab and body, chevron striping on rear of body per current NFPA standards

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Item Specification Groups

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Pump

- Minimum 1,250 gallons per minute (GPM) drive shaft pump per current NFPA standards
- One 3-inch deck gun discharge
- Four (4) 2.5-inch discharge outlets including one (1) rear 2.5-inch discharge
- One (1) 2.5-inch suction inlet on left pump panel
- Two (2) 6-inch steamer inlets with caps
- Discharge relief valve or electronic pressure governor inlet pressure relief valves
- Two (2) 1.5-inch cross-lays with 2-inch piping
- One (1) 3-inch tank to pump line
- One (1) 1.5-inch tank fill line
- 30-degree turn downs
- Anti-vibration gauges
- Color coded pump panel tags
- Stainless steel plumbing with 10-year warranty
- Side mount pump panel with all pump controls, instruments, and gauges located on the driver's side pump panel-not in a compartment
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Water Tank

- 750-gallon T-type tank, poly
- NFPA compliant fill tower

Compartments

- Manufacturer will submit cubic feet and size of compartments with bid

Paint Finish/Reflective Striping

- Cab and body to be painted single tone-excludes stainless steel not painted
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- Lifetime frame warranty
- Two (2) year axle
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump warranty
- Lifetime booster tank

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Pumper - Level 2 Custom 4 Door Chassis

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, angle of departure in submitted specifications. Vendor must specify single or dual axle.
- Approval of drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Pump test certification by independent third party
- Water tank capacity certification
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi steel frame rail system heat treated
- 10-gauge polished stainless steel 16-inch to 24-inch extended front bumper with aluminum diamond plate gravel shield, 1.5-inch front jump line with enclosed compartment in center of front bumper to hold minimum 100 ft. of 1-3/4 inch DJ fire hose
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, aluminum wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Aluminum wheels with hub and lug trim package
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Powertrain

- Turbocharged diesel engine with a minimum 400 horsepower and 1,450 ft. lbs. torque rating emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary braking

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- EVS 3000 or equivalent automatic transmission
- 65-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Extended length tilt aluminum cab-minimum 65-inch from center of front axle to rear of cab with minimum 10-inch raised rear roof, seating for six (6), five (5) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts per current NFPA standards, seats equipped with seat belt, occupant detection warning system per current NFPA standards
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors from driver's position with separate flat and convex sections
- DOT compliant headlights with LED marker and clearance lights
- LED forward facing turn and warning lights
- LED cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Minimum 320-amp alternator
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Lights And Sirens

- NFPA LED compliant lighting package, upper and lower
- 100-watt siren, minimum
- Mechanical siren with dual controls
- Two (2) 100-watt siren speakers, minimum
- Two (2) rear deck lights
- Four (4) 20,000 lumen LED lights mounted on body
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Body

- Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed galvalume steel
 - Formed stainless steel

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- Three (3) full height, full depth rescue style compartments on driver's side-two (2) adjustable shelves in each compartment
- Three (3) full height, full depth lower, half-depth upper rescue style compartments passenger side of body- two (2) adjustable shelves in each compartment
- One (1) full height, full depth compartment rear of body-one adjustable shelf per compartment
- Back up alarm
- Internal ladder storage compartment right rear of body, to hold NFPA complement of ground ladders and two (2) pike poles
- Hose bed with hose restraints to be NFPA compliant; including one (1) adjustable divider; minimum hose bed size of 70 cubic feet of usable storage
- Steps and handrails for climbing from ground to hose bed – bidders to state exact design
- Lights at each step
- LED stop, turn, back up lights
- LED DOT clearance and marker lights
- LED license plate light
- Minimum of six (6) self-contained breathing apparatus (SCBA) bottle storage compartments in rear wheel wells
- Rub rail along each side of body with reflective stripe in rub rail
- Running boards at each pump panel with a recessed hose well with hose restraint strap in the passenger side running board
- Brushed stainless steel or black non-glare aluminum pump panels
- Minimum 4-inch reflective stripe on cab and body, chevron striping on rear of body per current NFPA standards
- Two (2) floor mounted aluminum roll-out trays, minimum 250 lb. capacity each, located by customer
- Equipment package: One (1) 10 ft. folding attic ladder, one (1) 14 ft. roof ladder, one (1) 24 ft. two (2) section extension ladder, two (2) 10 ft. pike poles

Pump

- Minimum 1,500 gallons per minute (GPM)
- One (1) 3-inch deck gun discharge
- Four (4) 2.5-inch discharge outlets-includes one (1) rear 2.5-inch discharge
- One (1) 2.5-inch suction inlet on left pump panel
- Two (2) 6-inch steamer inlets with caps
- Discharge relief valve or electronic pressure governor inlet pressure relief valves
- Two (2) 1.5-inch cross-lays with 2-inch piping
- One (1) 3-inch tank to pump line
- One (1) 1.5-inch tank fill line
- 30 degree turn downs on all 2.5-inch or larger discharges
- Anti-vibration gauges
- Color coded pump panel tags
- Stainless steel plumbing with 10-year warranty
- One (1) 4-inch LDH discharge, right side pump panel, hand wheel control with 4-inch discharge valve and piping

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Water Tank

- 750-gallon rectangular tank polyethylene fill tower, NFPA compliant

Compartments

- Manufacturer will submit cubic feet and size of compartments with bid

Paint Finish/Reflective Striping

- Cab and body to be painted single tone-excludes stainless steel not painted
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- Lifetime frame
- Two (2) year axle
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump
- Lifetime booster tank

Florida Sheriffs Association Cooperative Purchasing Program
Item Specification Groups
FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Rear Mounted Aerial Apparatus

Bidders may and are encouraged to bid multiple lengths as long as specifications are met to provide more flexibility and choices to meet purchaser needs.

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Three (3) days of training by employee of manufacturer
- Pump test certification by independent third party
- Water tank capacity certification by independent third party
- Aerial non-destructive, waterway flow test, performance and stability testing by independent third party
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi steel frame rail with full length inner 110,000 psi C-channel liner
- 10-gauge polished stainless steel 16-inch to 24-inch extended front bumper with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Powertrain

- Minimum 450 horsepower turbocharged diesel engine emergency vehicle service rated

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Engine exhaust at front of right rear wheels
- Secondary braking system per current NFPA standards
- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Medium length tilt aluminum cab
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, seats equipped with seat belt/occupant detection/warning system
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Aerial Apparatus – Aluminum or Steel

- Aerial shall meet or exceed all sections of current NFPA standards
- Ladder material: aluminum or steel
- Rear-mounted configuration
- Minimum two (2) section aerial per NFPA requirements
- Rated horizontal reach per NFPA requirements
- Rungs shall meet all aspects of current NFPA standards
- Rungs equipped with a slip resistant surface meeting current NFPA standards
- Rungs spacing meeting current NFPA standards
- Turntable with pedestal mounted controls meeting current NFPA standards
- Aerial rated load capacity not flowing water: 500 lbs. minimum in addition to equipment mounted at tip of ladder
- Aerial rated load capacity while flowing 1,000 gallons per minute (GPM): 500 lbs. minimum in addition to equipment mounted at tip of ladder

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Rated load capacities shall meet or exceed current NFPA standards
- The aerial shall be rated in multiple configurations per current NFPA standards
- Extend/retract, rotate and hydraulic or electric over hydraulic controls meeting current NFPA standards
- Hydraulic pressure gauge at turntable controls
- Illuminated Angle of Elevation Indicator meeting current NFPA standards
- Flowmeter on turntable control pedestal meeting current NFPA standards
- All aerial control devices shall meet current NFPA standards
- Fall protection provisions shall be provided.
- Bidders to state type of stabilizers and overall stabilizers spread
- Aerial shall meet structural safety factors in accordance with current NFPA standards
- Aerial shall meet NFPA stability safety factors
- Lighted turntable area
- The aerial manufacturer, the company that manufactures the entire aerial device, shall maintain a Quality Control Program in accordance with current NFPA standards
- Special attention shall be paid to meeting all safety requirements per current NFPA standards
- Aerial shall be fully tested and certified by third party certified testing company per current NFPA standards
- 2-way intercom system between ladder tip and turntable control pedestal.
- Minimum 1,000 gallons per minute (GPM) waterway system meeting current NFPA standards with remote control nozzle
- Controls at fly section and at turntable control pedestal with movable manual pinned waterway or remote-control movable waterway
- Minimum 4-inch rear waterway inlet with pressure gauge and long handled chrome cap
- Minimum 4-inch waterway discharge with 4-inch valve with handwheel or electric control on pump panel
- Waterway relief valve and minimum 1.5-inch drain at rear of apparatus
- Stabilizer controls and stabilizer to aerial controls mounted on rear of apparatus body
- One (1) high intensity spotlight on ladder tip
- Two (2) high intensity flood lights on ladder base
- Painted finish on steel or galvanized steel aerial-bidder shall provide copy of paint warranty on aerial
- Instruction plates and signs must be installed per current NFPA standards

Fire Pump & Plumbing

- Minimum 1,250 gallons per minute (GPM) pump as rated per current NFPA standards. Pump shall be capable to achieve rated aerial flow without exceeding design performance
- Air or electric operated pump shift
- Discharge pressure relief valve or electronic pressure governor
- Intake pressure relief valve
- Master drain valve
- Electric dry type or air primer
- Pump panel lights, three (3) each side
- Pump compartment light
- OK to pump lights in cab and at pump panel
- Engine cooler
- Pump cooler
- Two (2) 6-inch steamers, one on each side panel

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- 2.5-inch left side gated suction
- 1.5-inch tank fill
- Two (2) 2-inch cross-lay hose beds over the pump compartment with 1.5-inch connections
- Two (2) 2.5-inch left side discharges
- Two (2) 2.5-inch right side discharges
- Stainless steel schedule 10 piping with 10-year warranty
- Panel gauge package: water tank level, tach, oil pressure, water temperature, voltmeter, light and alarm system
- Minimum 300-gallon polypropylene booster tank with lifetime warranty
- 3-inch tank to pump connection
- Fill tower per NFPA requirements
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Apparatus Body

- Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed galvalume steel
 - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- High left and right-side compartments or high left side compartments and low right side compartments with right side hose bed-one adjustable shelf per compartment
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- Back up alarm
- Rear ladder storage for minimum 85 ft. NFPA ground ladders fully enclosed at rear of apparatus, ladders to be included
- Rear pike pole storage for minimum of six (6) pike poles fully enclosed at rear of apparatus
- Slide out pump operator platform
- Hose bed with hose restraints to be NFPA compliant
- Steps and handrails for climbing from ground to turntable – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- Rub rail along each side of body
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels
- No fewer than four (4) self-contained breathing apparatus (SCBA) bottle storage

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B/D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren/PA with minimum 100-watt speaker recessed in bumper

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- All emergency lights, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone-excludes stainless steel not painted
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- 20-year aerial structural
- Lifetime frame warranty
- Two (2) year axle
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump
- Lifetime booster tank

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Rear Mounted Aerial Platform

Bidders may and are encouraged to bid multiple lengths as long as specifications are met to provide more flexibility and choices to meet purchaser needs.

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Three (3) days of training by employee of manufacturer
- Pump test certification by independent third party
- Water tank capacity certification by independent third party
- Aerial non-destructive, waterway flow test, performance and stability testing by independent third party
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi heat treated steel frame rail with full length inner 110,000 psi C-channel liner or integral torque box frame
- 10-gauge polished stainless steel 16-inch to 24-inch extended front bumper with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5,000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt, telescopic wheel

Powertrain

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Minimum 450 horsepower turbocharged diesel engine with 1,450 ft. lb. torque rating
- Engine exhaust at front of right rear wheels emergency vehicle service rated
- Secondary braking per current NFPA standards
- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Medium length tilt aluminum cab meeting current NFPA standards
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, seats equipped with seat belt/occupant detection/warning system
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Aerial Apparatus – Aluminum or Steel

- Aerial shall meet or exceed all sections of current NFPA standards
- Ladder material: aluminum or steel
- Rear-mounted configuration
- Minimum 3-section aerial per NFPA requirements
- Rated horizontal reach per NFPA requirements
- Rungs shall meet all aspects of current NFPA standards
- Rungs equipped with a slip resistant surface meeting current NFPA standards
- Rungs spacing meeting current NFPA standards
- Turntable with pedestal mounted controls meeting current NFPA standards
- Single axle chassis: platform rated load capacity not flowing water: 750lbs. plus equipment.
Dual axle chassis: platform rated load capacity not flowing water: 1,000 lbs. plus equipment.

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Platform rated load capacity while flowing 1,000 gallons per minute (GPM): 500 lbs. in addition to permanently affixed equipment
- Rated load capacities shall meet or exceed current NFPA standards
- The aerial shall be rated in multiple configurations per current NFPA standards
- Extend, retract, rotate and hydraulic or electric over hydraulic controls meeting current NFPA standards
- Hydraulic pressure gauge at turntable controls
- Illuminated Angle of Elevation Indicator meeting current NFPA standards
- Flowmeter on turntable control pedestal meeting current NFPA standards
- All aerial control devices shall meet current NFPA standards
- Fall protection provisions shall be provided
- Bidders to state type of stabilizers and overall stabilizers spread
- Aerial shall meet structural safety factors in accordance with current NFPA standards
- Aerial shall meet NFPA stability safety factors current NFPA standards
- Lighted turntable area
- The aerial manufacturer, the company that manufactures the entire aerial device, shall maintain a Quality Control Program in accordance with current NFPA standards
- Special attention shall be paid to meeting all safety requirements per current NFPA standards
- Aerial shall be fully tested and certified by third party certified testing company per current NFPA standards
- 2-way intercom system between ladder tip and turntable control pedestal
- Minimum 1,000 gallons per minute (GPM) waterway system meeting current NFPA standards with remote control nozzle, controls in platform and at turntable control pedestal
- Minimum 4-inch rear waterway inlet with pressure gauge and long handled chrome cap
- Minimum 4-inch waterway discharge with 4-inch valve with handwheel or electric control on pump panel
- Waterway relief valve and minimum 1.5-inch drain at rear of apparatus
- Stabilizer controls and stabilizer to aerial controls mounted on rear of apparatus body
- One (1) high intensity spotlight on platform
- Two (2) high intensity flood lights on ladder base
- Painted finish on steel aerial-bidder shall provide copy of paint warranty on aerial
- Instruction plates and signs must be installed per current NFPA standards
- Platform construction and design must meet current NFPA standards
- Platform operating positions must meet current NFPA standards

Fire Pump & Plumbing

- Minimum 1,500 gallons per minute (GPM) pump as rated per NFPA-pump shall be capable to achieve rated aerial flow without exceeding design performance
- Air or electric operated pump shift
- Discharge pressure relief valve or electronic pressure governor
- Intake pressure relief valve
- Master drain valve
- Electric dry type or air primer
- Pump panel lights, three (3) each side
- Pump compartment light
- OK to pump lights in cab and at pump panel
- Engine cooler
- Pump cooler

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Two (2) 6-inch steamers, one on each side panel
- 2.5-inch left side gated suction
- 1.5-inch tank fill
- Two (2) 2-inch cross-lay hose beds over the pump compartment with 1.5-inch connection
- Two (2) 2.5-inch left side discharges
- Two (2) 2.5-inch right side discharges
- Stainless steel schedule 10 piping with 10-year warranty
- Panel gauge package: water tank level, tach, oil pressure, water temperature, voltmeter, light and alarm system
- Minimum 300-gallon polypropylene booster tank with lifetime warranty
- 3-inch tank to pump connection
- Fill tower to meet NFPA requirements
- 20 ft. of suction or 15 ft. of supply hose sized for capacity of fire pump

Apparatus Body

- Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed galvalume steel
 - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction
- High left and right-side compartments or high left side compartments and low right side compartments with right side hose bed eight (8) shelves total
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- Lights in compartments to meet current NFPA standards
- Hose bed lighting must be provided per current NFPA standards
- Back up alarm
- Rear ladder storage for minimum 115 ft. NFPA ground ladders fully enclosed at rear of apparatus, ladders to be included
- Rear pike pole storage for minimum of six (6) pike poles fully enclosed at rear of apparatus
- Slide out pump operator platform
- Hose bed with hose restraints to be NFPA compliant
- Steps and handrails for climbing from ground to turntable – bidders to state exact design
- Lights at each step
- Stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- Rub rail along each side of body
- Running boards at each pump panel
- Brushed stainless steel or black non-glare aluminum pump panels
- No less than four (4) self-contained breathing apparatus (SCBA) bottle storage compartments

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B/D lower-level lighting

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren/PA with minimum 100-watt speaker recessed in bumper
- All emergency lights, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone (excludes stainless steel not painted)
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- 20-year aerial structural
- Lifetime frame warranty
- Two (2) year axle
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump
- Lifetime booster tank

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Rescue Apparatus - Heavy

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Vehicle orientation as outlined in current NFPA standards
- Pump test certification (if applicable) by independent third party
- Water tank capacity (if applicable) certification
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi steel frame rail with full length inner 110,000 psi C-channel liner
- 10-gauge polished stainless steel 16-inch to 24-inch extended front bumper with aluminum diamond plate gravel shield
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt telescopic wheel

Powertrain

- Minimum 350 horsepower turbocharged diesel engine with 1000 ft. lb. torque rating emergency vehicle services rated
- Automatic transmission emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary braking

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Cab

- Medium length tilt aluminum cab
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, seats equipped with seat belt/occupant detection/warning system
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Apparatus Body

- Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed stainless steel
- Minimum 18 ft. body length, outside body length, do not include rear step in 18ft body length calculation, non-walk-in type body
- Body compartments shall be configured:
- One (1) full depth/full height compartment behind rear axle one each side Four (4) shelves total
- One (1) transverse compartment forward of rear wheels, must utilize all space available forward of rear wheels
- One (1) transverse compartment over rear axle each side to include one floor-mounted pull-out tray
- One (1) full height as deep as possible compartment on rear of body one (1) adjustable shelf
- Bidder to state compartment sizes
- Minimum of 520 cubic feet of use able storage space
- License plate light
- One pair of 12-volt rear body upper scene lights per current NFPA standards
- Two (2) 12-volt upper side body scene lights per side (4 lights total)
- Minimum 10-inch rear step for access for rear storage compartment, step surface to meet NFPA requirements for slip-resistance, with NFPA compliant handrails

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B/D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren with 100-watt siren speaker, minimum
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, pump panel, compartment, step, license plate, perimeter and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone (excludes stainless steel not painted)
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear item
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- Lifetime frame warranty
- Two (2) year axle
- Five (5) year engine
- Five (5) year transmission
- Two (2) year fire pump (if applicable)
- Lifetime booster tank (if applicable)

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Rescue Apparatus - Walk-In

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- 110,000 psi steel frame rail with full length inner 110,000 psi C-channel liner
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Air brake package
- Manufacturer's standard compressor
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes
- Power steering with tilt/telescopic wheel

Powertrain

- Minimum 300 horsepower diesel engine with 660 ft. lb. torque rating emergency vehicle service rated
- Minimum EVS 3000 transmission or equivalent
- Engine exhaust at front of right rear wheels
- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Seating for two (2)
- Air ride driver seat, all others fixed position

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- All persons in 3-point seat belts, seats equipped with seat belt/occupant detection/warning system
- Air conditioning and heating
- Remote controlled mirrors
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Dome lights with red and clear bulbs
- Under cab step lights
- Color coded and function coded wiring
- Alternator, 270A or sized to amp draw report
- Minimum two (2) 750 CCA batteries
- Dual air horns with dual in-cab controls

Apparatus Body

- Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed stainless steel
- Minimum 15ft. body length, outside body length, do not include rear step in 15ft. body length calculation, walk-in type body
- Body compartments shall be configured with minimum of:
- Two (2) curb side compartments (4 total shelves)
- Three (3) street side compartments (6 total shelves)
- LED Compartment lights
- License plate light
- One pair of 12-volt rear body upper scene lights per current NFPA standards
- Two (2) 12-volt upper side body scene lights per side four (4) lights total
- Curbside entry door

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B / D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren with 100-watt siren speaker, minimum
- All emergency warning lights, rear, stop, turn, back-up lights, DOT clearance, compartment, step, license plate, perimeter and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone (excludes stainless steel not painted)
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year body paint pro-rated
- Five (5) year corrosion perforation on cab and body

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Lifetime frame warranty
- Manufacturer's standard warranty for front and rear axles
- Five (5) year engine
- Five (5) year transmission
- Two (2) year fire pump (if applicable)
- Lifetime booster tank (if applicable)

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Tractor-Drawn Aerial Apparatus

Bidders may and are encouraged to bid multiple lengths as long as specifications are met to provide more flexibility and choices to meet purchaser needs.

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, and angle of departure
- SCAAN certification for drivetrain compatibility and approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Three (3) days of training by employee of manufacturer
- Pump test certification by independent third party, if applicable
- Water tank capacity certification, if applicable
- Aerial non-destructive, performance and stability testing by independent third party
- 12-volt and, if applicable, 110-volt testing by independent third party
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase
- 110,000 psi steel frame rail with full length inner 110,000 psi C-channel liner or integral torque box frame
- Tow hooks or eyes front and rear attached to the frame
- Minimum front and rear axle, suspension, tubeless radial tires, steel disc wheels to meet the designed apparatus gross vehicle weight rating (GVWR) including NFPA loose equipment allowance
- Front and rear mud flaps
- S-cam air brakes or equivalent, as large as possible, with automatic slack adjusters
- Manufacturer's standard compressor
- Minimum 5,000 cubic inch air reservoir capacity
- Air dryer, color coded air lines, turn drain valves on reservoirs
- ABS brakes

Powertrain

- Minimum 450 horsepower turbocharged diesel engine with 1650 ft. lb. torque rating emergency vehicle service rated
- Engine exhaust at front of right rear wheels
- Secondary braking to meet current NFPA standards

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Engine manufacturer's statement of engine installation approval with approved cooling system
- Drivelines to meet engine torque rating
- Coolant hoses with constant torque clamps
- Automatic transmission emergency vehicle service rated
- 50-gallon minimum fuel tank
- OEM oil, fuel, transmission filters

Cab

- Medium length tilt aluminum cab
- Seating for four (4), three (3) in self-contained breathing apparatus (SCBA) seats with SCBA brackets
- Air ride driver seat, all others fixed position
- All persons in 3-point seat belts, seats equipped with seat belt/occupant detection/warning system
- Electric over hydraulic cab tilt with manual back-up
- Single tone cab paint finish with 10-year paint warranty pro-rated
- Air conditioning and heating
- Remote controlled mirrors from driver's position with separate flat and convex sections
- DOT compliant headlights
- Forward facing turn and warning lights
- Cornering turn and warning lights
- Minimum four (4) dome lights with red and clear bulbs
- Minimum four (4) under cab step lights
- Cab and compartment door ajar light and buzzer
- One (1) engine compartment light
- Color coded and function coded wiring
- Alternator sized according to amp draw report
- Minimum four (4) 750 CCA batteries
- Load manager with automatic high idle function
- Dual air horns with dual in-cab controls

Aerial Apparatus – Aluminum or Steel

- Aerial shall meet or exceed all sections of current NFPA standards
- Ladder material: aluminum or steel
- Mid-mounted configuration
- 4-section aerial with minimum elevation of 100 ft. per current NFPA standards
- Rated horizontal reach per NFPA requirements
- Rungs shall meet all aspects of current NFPA standards
- Rungs equipped with a slip resistant surface meeting current NFPA standards
- Rungs spacing meeting current NFPA standards
- Turntable with pedestal mounted controls meeting current NFPA standards
- Aerial rated load capacity not flowing water: 500 lbs. minimum in addition to equipment mounted at tip of ladder
- Aerial rated load capacity while flowing 1,000 gallons per minute (GPM): 500 lbs. minimum in addition to equipment mounted at tip of ladder
- Rated load capacities shall meet or exceed current NFPA standards
- The aerial shall be rated in multiple configurations per current NFPA standards

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Extend/retract, rotate and hydraulic or electric over hydraulic controls meeting current NFPA standards
- Hydraulic pressure gauge at turntable controls
- Illuminated Angle of Elevation Indicator meeting current NFPA standards
- Flowmeter on turntable control pedestal meeting current NFPA standards
- All aerial control devices shall meet current NFPA standards
- Fall protection provisions shall be provided
- Bidders to state type of stabilizers and overall stabilizers spread
- Aerial shall meet structural safety factors in accordance with current NFPA standards
- Aerial shall meet NFPA stability safety factors
- Lighted turntable area
- The aerial manufacturer, the company that manufactures the entire aerial device, shall maintain a Quality Control Program in accordance with current NFPA standards
- Special attention shall be paid to meeting all safety requirements per current NFPA standards
- Aerial shall be fully tested and certified by third party certified testing company per current NFPA standards
- 2-way intercom system between ladder tip and turntable control pedestal
- Minimum 1,000 gallons per minute (GPM) waterway system meeting current NFPA standards with remote control nozzle
- Controls at fly section and at turntable control pedestal with movable manual pinned waterway or remote-control movable waterway
- Minimum 4-inch rear waterway inlet with pressure gauge and long handled chrome cap
- Minimum 4-inch waterway discharge with 4-inch valve with handwheel
- Waterway relief valve and minimum 1.5-inch drain at rear of apparatus
- Stabilizer controls and stabilizer to aerial controls mounted at front or rear of apparatus body
- One (1) high intensity spotlight on ladder tip
- Two (2) high intensity flood lights on ladder base
- Aerials with painted finish bidder shall provide copy of paint warranty on aerial (see warranty section)
- Instruction plates and signs must be installed per current NFPA standards

Tiller

- Tiller cab to be totally enclosed
- Tiller cab to have one (1) fixed suspension seat
- Tiller cab to have minimum 6-inch round convex mirror, one on each side
- Gooseneck area of tiller trailer to be constructed of 100,000 psi minimum yield strength steel
- Trailer frame rails to be constructed of 80,000 psi minimum yield strength steel
- Tiller trailer axle to be minimum of 22,800 lbs.

Apparatus Body

- Bidders to bid on each of their offered construction types:
 - Extruded aluminum
 - Formed aluminum
 - Formed galvanized steel
 - Formed stainless steel
- Bidders to state thicknesses, alloys and construction methods of all materials used in body construction

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- High left side compartments and high right-side compartments-10 total shelves and 1 pull out tray per transverse compartment
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- Lights in compartments to meet current NFPA standards
- Back up alarm
- Rear ladder storage for minimum 115 ft. NFPA ground ladders fully enclosed at rear of apparatus, ladders to be included
- Rear pike pole storage for minimum of six (6) pike poles fully enclosed at rear of apparatus
- Steps and handrails for climbing from ground to turntable – bidders to state exact design
- Lights at each step
- Rear, stop, turn, back up lights
- DOT clearance and marker lights
- License plate light
- Rear deck lights
- Rub rail along each side of body

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B/D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-watt siren/PA with minimum 100-watt speaker recessed in bumper
- All emergency lights, stop, turn, back-up lights, DOT clearance, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective striping

- Cab and body to be painted single tone-excludes stainless steel not painted
- Polished aluminum wheels
- NFPA required reflective striping

Warranty

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- 10-year cab and body structural
- 10-year paint pro-rated
- Five (5) year corrosion perforation on cab and body
- 20-year aerial structural
- Lifetime frame warranty
- Two (2) year all axles
- Five (5) year engine
- Five (5) year transmission
- Five (5) year fire pump, if applicable
- Lifetime booster tank, if applicable

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Wildland Fire Apparatus 4x4

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Documentation

- Bidders to accurately state wheelbase, cab to axle, overall length, bumper swing turn radius, curb-to-curb turning radius, overall height, overall width, gross vehicle weight rating (GVWR), angle of approach, angle of departure in submitted specification
- Approval drawings provided prior to construction commencement
- Two (2) copies of operator and service manuals shall be provided to the purchaser at the time of apparatus delivery
- Vehicle weight, as measured by certified scales, shall be provided at the time of apparatus delivery

Commercial 2-Door Chassis

- Commercial chassis must be current model available at time of build. Chassis model year must be disclosed at time of purchase.
- Cab to axle – 60-inch minimum
- gross vehicle weight rating (GVWR) – 19,000 lbs.
- Heavy service suspension
- Turbo diesel engine
- Manufacturer's standard front and rear axles
- Power steering
- Tires – all terrain with steel wheels
- Alternator(s) meeting 12-volt system requirements
- Battery system to meet 12-volt system requirements
- Fuel tank – largest OEM fuel tank available
- Front tow hooks
- Rear tow hooks attached to frame

Power Train

- Diesel engine
- Automatic transmission
- OEM fuel tank, largest available
- Limited slip differential, if available as standard equipment auto locking hubs – shift on fly

2-Door Cab

- Seating for two (2) with a console in the middle
- Single tone cab paint finish with OEM standard paint warranty
- Air conditioning and heating
- Mirrors with separate flat and convex sections – extended trailer towing mirrors
- Dual type headlights
- Forward facing turn and warning lights
- Minimum two (2) under cab step lights

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Engine compartment light
- Slip resistant running boards under cab doors

Fire Pump & Plumbing

- Minimum 18 horsepower gasoline engine driven pump with electric start capable of 150 gallons per minute (GPM) at 100 psi
- Primer
- Lighted pump control panel
- Throttle
- Pump cooler or recirculation line
- 2.5-inch suction gated for drafting
- 1-inch tank fill
- One (1) 1.5-inch discharge
- One (1) 1-inch discharge
- Gauge package: Sight type water tank level in booster tank, single master pressure gauge
- 300-gallon skid type polypropylene booster tank with lifetime warranty
- 2.5-inch tank to pump connection fill tower NFPA compliant
- Electric rewind hose reel with 150 ft. of 1-inch red rubber booster hose

Apparatus Body

- Extruded aluminum or formed Stainless steel all welded body with bolt on modular aluminum diamond plate compartments, one (1) per side minimum
- Bidders to state thickness, alloys and construction methods of all materials used in body construction
- Bidders to accurately state the total cubic footage of compartment space, along with each compartment size
- One (1) light in each compartment
- Backup alarm

Emergency Warning

- NFPA Zone A lower and upper-level lighting
- NFPA Zone B/D lower-level lighting
- NFPA Zone C upper and lower-level lighting
- Electronic 100-wattsiren/PA with minimum 100-watt speaker recessed in bumper
- All emergency lights, stop, turn, back-up lights, DOT clearance, compartment, step, license plate, perimeter scene, and interior dome lights to be LED

Paint Finish/Reflective Striping

- Cab and body to be painted single tone (excludes stainless steel not painted)
- Polished aluminum wheels
- NFPA required reflective striping

Warranty To Be Provided by Vendor to Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM Chassis manufacturer's standard warranty
- Lifetime booster tank warranty
- Five (5) year pump warranty
- Cab & Chassis standard manufacturer paint warranty
- Body 10-year paint warranty-pro rated

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

- Five (5) year corrosion perforation on body
- Five (5) year engine
- Five (5) year transmission

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Battery Powered Rescue Tools

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing tool, tool batteries, and battery charger.

Documentation

- Vendor to provide user manual in either printed or electronic form

Batteries

- Batteries shall be provided to operate each powered rescue tool for a minimum of 20 minutes of continuous use

Battery charger

- A vehicle mountable charger with voltage of purchaser's choice

Warranty To Be Provided by Vendor to Purchaser

- 3-year batteries
- Manufacturers standard warranty on tools

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Emergency Transport Utility Vehicles

In all areas of this specification, bidders must comply with current regulations, as applicable to fire rescue and EMS vehicles used indoors in such areas but no limited to sports stadiums, airports, seaports, etc. and outdoor areas such as parks, street festivals, race tracks, but no limited to and outdoor unimproved terrains such as national parks, woodlands, but not limited to where the units must to traverse and operate in mud, marsh, or other harsh conditions. All electrically powered units must be capable of operating no fewer than eight (8) hours when loaded with equipment, fire rescue personnel, and a patient. All vehicles powered by a gasoline or diesel engine must be equipped with the largest fuel tank from the vehicle manufacturer capable of allowing the unit to operate no fewer than eight (8) hours when loaded with equipment, fire rescue personnel and a patient. Additionally, the vehicle must meet all applicable United States Environmental Protection Agency (EPA) emission standards for gasoline and diesel engines used in an off-road application must include all appropriate heat and exhaust shields. When requested by the purchaser, vendors shall submit detailed specifications on items and options offered by the manufacturer. Vendors are responsible for providing a properly equipped vehicle in a "ready to work" condition at time of delivery. All vehicles purchased under this contract must be designed with the correct gross vehicle weight rating/operating weight to support the transport of no fewer than two (2) personnel, one (1) patient and stretcher, and medical equipment to be carried on the vehicle.

Documentation

- When requested by end user, bidders to accurately state the dimensions of the vehicle, gross vehicle weight rating/operating weight fuel tank/battery sizes tire wheel specifications, wall to wall and curb to curb turning radius dimensions. Accurately state horsepower and torque output as measured by OEM
- Approval drawings provided prior to construction commencement
- One (1) set of safety, operator, and service manuals

Power Train

- Manufacturers standard or optional electrical motor or gasoline or diesel powered capable of properly powering a vehicle
- Manufacturers standard automatic transmission
- Correct tires must be supplied for the indoor and or outdoor area the vehicle is being purchased and operating in

Transport Body (if Applicable)

- The rear body area must be capable of holding and transporting a patient with a minimum weight of 250 lbs. on a full-size wheeled stretcher (purchaser to provide stretcher requirements for intended application)
- Must have a seat next to the stretcher position for fire rescue personnel to allow them to attend the patient while in transport.
- Must have the capability of carrying and storing the medical equipment typically used or desired by the purchaser

Emergency Warning (if applicable)

- Vehicle must be capable of accepting emergency warning lights
- Electronic siren and speaker with PA
- All lights to be LED

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Warranty To Be Provided by Vendor to Purchaser

- OEM standard warranty

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Fire Rescue, EMS, and Patrol Boats

In all areas of this specification, bidders must comply with current National Fire Protection Association (NFPA) standards when vessel is being used by a fire department in a water response/rescue/firefighting operation, all applicable United States Environmental Protection Agency (EPA) emission standards for gasoline and diesel powered vessels, all applicable United States Coast Guard (USCG) requirements, Original Equipment Manufacturer requirements/recommendation for vessel used in a water response/rescue/firefighting operation and/or police patrol/response application, and if a trailer is being purchased at the same time, Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards.

When requested by the purchaser, vendors must submit detailed specifications for the vessel, trailer (if purchased at the same time) all systems installed in the vessel and options offered. Vendors are responsible for providing a vessel that is properly equipped inclusive of standard and OEM options and powered for the work requirement to be performed by the purchaser.

Documentation

- When requested by end user, bidders to accurately state all vessel dimensions (i.e. LOA, width, etc.), draft, fuel tank size(s), and operating weight when full of fuel and fluids inclusive of foam or other agents used in a firefighting application and/or any other item requested by the purchaser
- Engine(s) complete specifications
- Transmission(s) (inclusive of jet drive or other propulsion systems if equipped) if vessel is powered by an inboard or inboard/outboard engine
- Propeller specifications (if equipped)
- Generator specifications (if equipped)
- Primary fuel/water separators to all engines that draw fuel from the fuel tank. Water separator is to be the OEM's recommend proprietary unit or other brand desired by the purchaser that meets or exceed the primary fuel filtration requirement of the propulsion engines and generators.
- Firefighting equipment specification inclusive of the pump drive system, water pickup and pump gallons per minute (GPM) and fire nozzle discharge rates, etc. (if equipped)
- Any other system(s) equipment specifications installed on the vessel
- Approval drawings showing all equipment placement provided prior to construction commencement
- Two (2) sets of operator and service manuals for all systems installed on the vessel such as engine transmission but no limited to

Power Train

- Manufacturer's standard power train for vessel being provided for use in slow and high-speed operation

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Pump (if applicable)

- Fire pump & plumbing to meet the work requirement of the purchaser

United State Coast Guard (USCG) Equipment (as Applicable)

- All minimum USCG equipment required to operate a vessel (fire extinguisher, flares, throwable floatation device, sound producing device, and required lighting for vessel size) except t for the personal floatation devices (PFD))
- All USCG required lighting for operation of a vessel in the day and/or night
- The system must be designed and capable of producing sufficient GPM and streams of water to allow a fire to be extinguished from a safe distance in accordance with any NFPA regulations
- System must be designed and capable of using sea water to extinguish fires and must be of the type that can survive the corrosive environment this unit will be exposed to without the yearly replacement of plumbing and connections.

Vessel Hull

- Manufacturer's standard hull (fiberglass, aluminum, steel, etc.) with reinforcements (if required) which must be capable of clearly performing the work requirement at slow or high speeds of the purchaser and the intended use of the vessel
- Must include tie down cleats on the left and right side of the bow and stern and a cleat(s) (depending on the length of the vessel multiple cleats may be needed) on the port and starboard side to be used for spring lines etc. to properly secure the units to the dock while the vessel is in the water

Emergency Warning for Fire Rescue, EMT, applications

- Vessel is to be equipped with the correct number of electronic siren(s) with and siren speaker(s) as applicable for the intended work requirement. All LED lights, for the rear, front, sides and manufacturer standard perimeter scene lights along the entire length of the port and starboard side of the vessel.

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Paint Finish/Reflective Striping

- OEM standard paint scheme for model bid and when used in a fire rescue/EMT application, any required reflective striping per current NFPA standards
- Large Vessels that are designed to always be in the water 24/7/365 are to be provided with anti-fouling bottom paint to prevent unwanted growth of barnacles, algae, etc.

Warranty To Be Provided by Vendor to Purchaser

- OEM standard warranty

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Outboard Engines

In all areas of this specification, bidders must comply with all applicable United States Environmental Protection Agency (EPA) emission standards for gasoline and diesel fuel outboards (propeller, jet powered, etc.), all applicable United States Coast Guard (USCG) requirements, Original Equipment Manufacturer requirements/recommendation for outboard engine used in a fire rescue vessel and/or police response vessel.

When requested by the purchaser, vendors must submit detailed specifications for the item and options offered and provide guidance to ensure the proper outboard engine is purchased. The bid price must include the outboard engine and all necessary parts and materials for installation; labor for installation may be offered as an option. Vendors are responsible for providing an outboard engine that is fully equipped and suitable for the vessel upon which it will be installed.

Documentation

- When requested by end user, bidders to accurately state outboard engine dimensions and weight, standard shaft length, propeller (material propeller is manufactured from, size, pitch, number of blades, etc.)
- One (1) set of operator and service manual

Warranty To Be Provided by Vendor to Purchaser

- OEM standard warranty

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Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Personal Watercraft (PWC)

In all areas of this specification, bidders must comply with all applicable United States Environmental Protection Agency (EPA) emission standards for PWC, all applicable United States Coast Guard (USCG) requirements, Original Equipment Manufacturer requirements/recommendation for PWC used in a fire/rescue vessels and/or police patrol/response application. If a trailer is required at the time of purchase all Federal Motor Vehicle Safety Standards (FMVSS) and National Highway Traffic Safety Administration (NHTSA) standards must be met and provided with the support trailer. When requested by the purchaser, vendors shall provide detailed specifications on the equipment and options provided if any. Vendors shall provide a PWC that is properly equipped with all mandated standard safety features, OEM options that are requested by the purchasing agency, and properly powered for the austere work conditions that are encounter by Fire, Police, EMS, and First Responders.

Trailer is not included in the bid price. Trailers offered as an option must meet all Federal Motor Vehicle Safety Standards (FMVSS) and National Highway Traffic Safety Administration (NHTSA) standards.

Documentation

- One (1) set of operator, safety, and service manuals.
- When requested by end user, bidders to accurately state all PWC dimensions (i.e. LOA, beam, draft, etc.) and operating weight when full of fuel and fluids.

Power Train

- Manufacture's standard powertrain for specific PWC model selected by the purchaser

United State Coast Guard (USCG) Equipment as Applicable

- All required USCG equipment (inclusive of the safety shut off lanyard) required to operate a PWC, fire extinguisher, whistle, distress light, and approved USCG personal flotation device (PFD) to operate a PWC

PWC Hull (If Applicable)

- When sold to or use by a fire/rescue department for water rescue/response operation, the PWC hull must have the capability to accept a rescue sled specifically used for surf rescue applications

Paint Finish

- OEM standard paint scheme for current model year

Warranty To Be Provided by Vendor to Purchaser

- Standard manufacturer warranty provided for the make, model, year of the item

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Ambulance Item Specification Group Requirements

The manufacturer or vendor for vehicles under this item group:

- Shall be a current member in good standing of the Ford Motor Company Qualified Vehicle Modifier Program (if applicable)
- Shall be a member of the National Truck Equipment Association's Ambulance Manufacturers Division
- Must comply with, Current Triple-K standards for, for the type of vehicle described herein, as prepared by an independent third-party testing laboratory, and must have "Star of Life" certification affixed to ambulance upon delivery (in-house certification will not be acceptable)
- Shall employ full-time parts personnel with toll-free access number
- Shall employ a full-time electrical troubleshooter with toll-free access number
- Shall employ a full-time warranty representative with toll-free access number

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Type I Ambulance: 4x2 Wheel Drive (4x4 Wheel Drive Optional), Regular Cab, Diesel Engine

This specification describes an ambulance configuration as defined in the Federal Specification for the Star-of-Life Ambulance (Triple K), unless otherwise specified. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Engine

- Turbo diesel engine, minimum 5.9L displacement
- Must include the chassis manufacturer's "Ambulance Prep Package" which is intended to be an ambulance or components where available
- Heavy-duty alternator, minimum 200 amp
- Maintenance free heavy-duty batteries, largest OEM battery available, two (2) batteries minimum
- Manufacturer's engine cooling

Transmission

- Automatic transmission, 4 speed minimum with overdrive
- Manufacturer's cooling

Axles

- Manufacturer's standard drive axle ratio for ambulance prep

Performance Items

- Power steering
- Anti-lock brakes
- Power brakes, disc type front, disc, or drum rear
- Fuel capacity, 250 miles minimum without refueling
- Heavy-duty front and rear shocks
- Front stabilizer bar
- Rear stabilizer bar, if available

Comfort Items

- Factory installed air conditioning
- Tinted glass (factory tint)
- Minimum seating for two (2)
- Rubber floor mat instead of carpeting
- AM/FM radio
- Power door locks
- Power windows
- Speed control and tilt wheel

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Safety Items

- Driver and passenger lap and shoulder belt with retractor
- Driver and passenger air bags
- Dual electric horns
- Outside mirrors to provide vision for vehicles 96-inch wide
- Two (2) speed wipers with intermittent option
- Interior dome lights wired to right and left doors
- Driver/passenger side air bag, if available

Tires And Wheels

- Black Sidewall (BSW) all season tread radial 17-inch tires, minimum
- Conventional spare tire and wheel
- Jack and wheel wrench

Chassis, Frame, Cab

- Minimum gross vehicle weight rating (GVWR) 13,200 lbs.
- Dual Rear Wheel Cab and chassis only
- Cab to center of axle 84 inches, minimum

Modular Body Construction

- The ambulance body and patient compartment shall be sufficient in size and meet requirements of this specification and current Triple-K specifications

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- Triple-K required reflective striping

Warranty To Be Provided By Vendor To Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM Chassis and other manufacturer's standard warranties
- Cab & Chassis standard manufacturer paint warranty
- Body 5-year paint warranty – pro-rated
- Five (5) year corrosion perforation on body
- 10-year minimum body structural warranty

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Type I Ambulance: 4x2 Wheel Drive (4x4 Wheel Drive Optional), Medium Duty Regular Cab, Diesel Engine

This specification describes an ambulance configuration as defined in the Federal Specification for the Star-of-Life Ambulance (Triple K), unless otherwise specified. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Engine

- Diesel engine, 6 cylinder minimum
- Heavy-duty alternator, minimum 250 amp
- Maintenance free heavy-duty batteries, largest OEM battery available, two (2) batteries minimum
- Manufacturer's engine cooling

Transmission

- Automatic Transmission or Ford Torque Shift
- Manufacturer's transmission oil cooler: water to oil cooling

Axles

- Front Axle: 7,000 lbs.
- Rear Axle: 12,000 lbs.
- Front stabilizer bar, if available
- Air or hydraulic suspension with dual instant response leveling valves

Performance Items

- Power Steering
- Anti-lock brakes
- Power brakes, disc type front, disc, or drum rear
- Fuel capacity, 250 miles minimum without refueling
- Heavy-duty front and rear shocks

Comfort Items

- Factory installed air conditioning
- Tinted glass (factory tint)
- Dual air suspension seats with armrest, if available
- Rubber floor mat instead of carpeting
- AM/FM radio

Safety Items

- Driver and passenger lap and shoulder belt with retractor
- Dual electric horns
- Outside mirrors to provide vision for vehicles 96-inch wide
- Two speed wipers with intermittent
- Interior dome lights wired to right and left doors
- Halogen headlights with daytime running feature
- Driver/passenger side air bag, if available

Tires And Wheels

- Black Sidewall (BSW), all season tread radial 19.5-inch tires

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Chassis, Frame, Cab

- Minimum gross vehicle weight rating (GVWR) 16,500 lbs.
- Dual rear wheel cab and chassis only
- Cab to center of axle 100 inches minimum

Modular Body Construction

- The ambulance body and patient compartment shall be sufficient in size and meet requirements of this specification and current Triple-K specifications

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- Triple-K required reflective striping

Warranty To Be Provided By Vendor To Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM Chassis and other manufacturer's standard warranties
- Cab & Chassis standard manufacturer paint warranty
- Body 5-year paint warranty- pro-rated
- Five (5) year corrosion perforation on body
- 10-year minimum body structural warranty

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Type II Ambulance: 4x2 Wheel Drive, Van, Gas Engine

This specification describes an ambulance configuration as defined in the Federal Specification for the Star-of-Life Ambulance (Triple K), unless otherwise specified. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Engine

- Gas engine must meet Triple-K requirements including all change notices
- Must include the chassis manufacturer's "Ambulance Prep Package" intended to be an ambulance or components where available
- Heavy-duty alternator, minimum 200 amp
- Maintenance free heavy-duty batteries, largest OEM battery available, two (2) battery minimum
- Manufacturer's engine cooling

Transmission

- Automatic transmission, 4 speed with overdrive, minimum
- Manufacturer's cooling

Axles

- Manufacturer's standard drive axle ratio for ambulance prep

Performance Items

- Power steering
- Anti-lock brakes
- Power brakes, disc type front, disc, or drum rear
- Fuel capacity, minimum 25 gallons
- Heavy-duty front and rear shocks
- Front stabilizer bar
- Rear stabilizer bar, if available

Comfort Items

- Factory installed air conditioning
- Tinted glass (factory tint)
- Dual captain's chairs with armrest
- Rubber floor mat instead of carpeting
- AM/FM radio
- Power door locks
- Power windows
- Speed control and tilt wheel

Safety Items

- Driver and passenger lap and shoulder belt with retractor
- Driver and passenger air bags
- Dual electric horns
- Two speed wipers with intermittent
- Interior dome lights wired to right and left doors
- Driver/passenger side air bag, if available

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Tires And Wheels

- Black Sidewall (BSW), all season tread radial 16-inch tires, minimum
- Conventional spare tire and wheel
- Jack and wheel wrench

Chassis, Frame, Cab

- Minimum gross vehicle weight rating (GVWR) 8,550 lbs.
- 138-inch wheelbase minimum

Modular Body Construction

- The ambulance body and patient compartment shall be sufficient in size and meet requirements of this specification and current Triple-K specifications
-

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- Triple-K required reflective striping

Warranty To Be Provided by Vendor to Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM Chassis and other manufacturer's standard warranties
- Cab & Chassis standard manufacturer paint warranty
- Body 5-year paint warranty- pro-rated
- Five (5) year corrosion perforation on body
- If the body is modified, the modified body must have the same or greater warranty as the OEM body.

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Type III Ambulance: 4x2 Wheel Drive, Cutaway Van, Gas Engine

This specification describes an ambulance configuration as defined in the Federal Specification for the Star-of-Life Ambulance (Triple K), unless otherwise specified. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Engine

- Gas engine must meet Triple-K requirements including all change notices
- Must include the chassis manufacturer's "Ambulance Prep Package" intended to be an ambulance or components where available
- Heavy-duty alternator, minimum 200 amp
- Maintenance free heavy-duty batteries, largest OEM battery available, two (2) battery minimum
- Manufacturer's engine cooling

Transmission

- Automatic transmission, 4 speed with overdrive, minimum
- Manufacturer's cooling

Axles

- Manufacturer's standard drive axle ratio for ambulance prep

Performance Items

- Power steering
- Anti-lock brakes
- Power brakes, disc type front, disc, or drum rear
- Fuel capacity, 250 miles minimum without refueling
- Heavy-duty front and rear shocks
- Front stabilizer bar

Comfort Items

- Factory installed air conditioning
- Tinted glass (factory tint)
- Minimum seating for two
- Rubber floor mat instead of carpeting
- AM/FM radio
- Power door locks
- Power windows
- Speed control and tilt wheel

Safety Items

- Driver and passenger lap and shoulder belt with retractor
- Driver and passenger air bags
- Dual electric horns
- Outside mirrors to provide vision for vehicles 86" wide, minimum
- Two speed wipers with intermittent
- Interior dome lights wired to right and left doors
- Driver/passenger side air bag, if available

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Tires And Wheels

- Black Sidewall (BSW), all season tread radial 16-inch tires, minimum
- Conventional spare tire and wheel
- Jack and wheel wrench

Chassis, Frame, Cab

- Minimum gross vehicle weight rating (GVWR) 10,300 lbs.
- Dual rear wheel cab and chassis cutaway
- Wheelbase 138-inch minimum

Modular Body Construction

- The ambulance body and patient compartment shall be sufficient in size and meet requirements of this specification and current Triple-K specifications

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- Triple-K required reflective striping

Warranty To Be Provided by Vendor to Purchaser

- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM Chassis and other manufacturer's standard warranties
- Cab & Chassis standard manufacturer paint warranty
- Body 5-year paint warranty- pro-rated
- Five (5) year corrosion perforation on body
- 10-year minimum body structural warranty

Type III Ambulance: 4x2 Wheel Drive, Cutaway Van, Diesel Engine

This specification describes an ambulance configuration as defined in the Federal Specification for the Star-of-Life Ambulance (Triple K), unless otherwise specified. Vendors are responsible for providing a chassis of sufficient gross vehicle weight rating (GVWR) to safely accommodate all options selected by the purchaser.

Engine

- Diesel engine must meet Triple-K requirements including all change notices.
- Must include the chassis manufacturer's "Ambulance Prep Package" intended to be an ambulance or components where available
- Heavy-duty alternator, minimum 200 amp.
- Maintenance free heavy-duty batteries, largest OEM battery available, two (2) batteries minimum
- Manufacturer's heavy-duty engine cooling

Transmission

- Automatic transmission, 4 speed with overdrive, minimum
- Manufacturer's cooling

Axles

- Manufacturer's standard drive axle ratio for ambulance prep

Performance Items

- Power steering
- Anti-lock brakes
- Power brakes, disc type front, disc or drum rear
- Fuel capacity, 250 miles minimum without refueling
- Heavy-duty front and rear shocks
- Front stabilizer bar

Comfort Items

- Factory installed air conditioning
- Tinted glass (factory tint)
- Minimum seating for two
- Rubber floor mat instead of carpeting
- AM/FM radio
- Power door locks
- Power windows
- Speed control and tilt wheel

Florida Sheriffs Association Cooperative Purchasing Program

Item Specification Groups

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment

Safety Items

- Driver and passenger lap and shoulder belt with retractor
- Driver and passenger air bags
- Dual electric horns
- Outside mirrors to provide vision for vehicles 86" wide, minimum
- Two speed wipers with intermittent
- Interior dome lights wired to right and left doors
- Driver/ passenger side air bag (if available)

Tires And Wheels

- BSW, all season tread radial 16" tires, minimum
- Conventional spare tire and wheel
- Jack and wheel wrench

Chassis, Frame, Cab

- Minimum GVWR 10,300 lbs.
- Dual Rear Wheel Cab and chassis cutaway
- Wheelbase 138" minimum

Modular Body Construction

- The ambulance body and patient compartment shall be sufficient in size and meet requirements of this specification and current Triple-K specifications

Paint Finish/Reflective Striping

- Cab OEM finish and body to be painted matching color
- Single tone cab paint finish
- Polished aluminum wheels
- Triple-K required reflective striping
- Warranty To Be Provided By Vendor To Purchaser
- One (1) year bumper to bumper mechanical, excluding normal wear and tear items
- OEM Chassis and other manufacturer's standard warranties
- Cab & Chassis standard manufacturer paint warranty
- Body 5-year paint warranty- Pro rated
- 5-year corrosion perforation on body
- 10-year minimum body structural warranty

Vehicle and Equipment Repair/Replacement Evaluation		
	Evaluated by: Christine Jarrell, Fleet Ops Supervisor	
Dept.: 2502 Fire	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2023 vehicle would be assigned 23 points because it is 23 years old.	17	Vehicle is a 2006 E-One Typhoon
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	2	Vehicle currently has 3,602 HOURS
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	3	Vehicle has been in use for 17 years and shows significant wear.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Vehicle operates as a front line fire vehicle.
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	Vehicle has had 255 work orders in 17 years.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	3	Purchase Price \$518,831.00 total \$280,057.64 LTD M&R 54% of Purchase Price
Have warranties expired?	Y	☐ Check if general overall condition can defer vehicle
Total Points	34	(Shop Supervisor approval required)
28 + points		Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Rear Mounted Aerial Apparatus

Item: 146, Pierce Manufacturing Inc., Enforcer 107` Steel

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	\$1,313,126.00	Build

FSA Cooperative Purchasing Program



FSA23-VEF17.0 Fire & Rescue Vehicles, Boats, & Equipment Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

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FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 General Conditions

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title, and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis." If a purchaser has a desire to offer vehicles/equipment for trade to the vendor, the purchaser and dealer may do so at their sole discretion, separate and apart from this contract. The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract.

1.03 TERM OF CONTRACT

This contract shall remain in effect for one two-year (2) term from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of contract begins April 1, 2023 and ends March 31, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 QUANTITIES

Over the last two years, eligible users purchased an average of 237 items from this contract each year. Items sold depend on many factors, including the vendor's marketing efforts, established business with local governments and products awarded. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures. The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

FLORIDA SHERIFFS ASSOCIATION
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1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 DEFINITIONS

The terms used in this contract are defined as the following:

- A. Base item specification: Items developed by the FSA for bidders to bid on. These items may be unique to FSA and require additional components to the standard manufacturer specifications and equipment.
- B. Bidder: A bidder or enterprise that submits a formal bid to the FSA Cooperative Purchasing Program in accordance with the FSA CPP Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- C. Bid System: The online application used for the submission of bids and review of bid results for the item specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- D. Build Sheet: A document from the bidder or manufacturer that confirms that the bid item specifications submitted by bidders matches the FSA base item specification. Build sheets include, but are not limited to, the factory options list and door data plate info for the vehicles. They provide details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- G. Factory: Refers to the manufacturer produced products.
- H. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to Bid and contract administration functions for this contract.
- I. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA identifies as subject matter expert who assists with the development of item specifications and evaluation of bid responses. The committee makes recommendations to the FSA and is not responsible for final awards.
- J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to bidders, vendors, dealers, and manufacturers to submit a price offer on a specific product to be provided. This term shall include the item specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. Item Specification Group: The item specification bid document contains the minimum base item specification requirements for each item or group of items within the competitive bid.
- L. Manufacturer: The original producer or provider of items offered on this contract.
- M. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents

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the manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:

- a. Manufacturer's computer printouts
 - b. Manufacturer's official website
- N. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base item specifications or options.
- O. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the factory has reached maximum capacity for orders or are discontinuing the production of an item.
- P. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative, volume discounts or other discounts.
- Q. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes items, vehicles or equipment to a purchaser.
- R. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria or with vendor approval.
- S. Qualification Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by bidders to submit a successful and complete bid.
- T. Terms & Conditions: This document serves as the governing contract for the identified FSA contract and bid. Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties.
- U. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor. Third party suppliers may also be referred to as upfitters or remount service providers within this document.
- V. Vendor: The bidder that has been awarded items who agrees to provide the items meeting the base item specifications and are in compliance with the terms of the contract. The vendor must agree to the contract terms and conditions, which will serve as the governing contract for items sold. If the vendor is not the manufacturer, the vendor must be certified by the manufacturer to market, sell, provide, and service for an awarded item.
- W. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement and must agree to the terms and conditions of this contract.

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1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, bidders certify that they are willing to comply with the requirements outlined in Appendix C upon receipt of a federally funded purchase order. This is not a requirement of the bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA has taken actions to provide and develop information, materials, and resources for bidders, vendors and purchasers that will assist in the use of federal funding with this contract. It is the responsibility of the purchaser to determine compliance for each vendor, if they wish to use federal funds for purchase, or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The bidder, without exception shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all item specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards (FMVSS), Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) Standards, Society of Automotive Engineers (SAE), Fire Apparatus Vehicle Standards, and Federal Ambulance Standards (KKK-A-1822F), which includes all subsequent change notices. All fire apparatus manufacturers must meet the National Fire Protection Association (NFPA) 1901 and 1906 standards.

In addition, any applicable federal or State legal or regulatory requirements laws that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

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1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

As part of the solicitation process FSA makes information available to potentially qualified entities publicly available, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA takes necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, as recommended by 2 C.F.R. § 200.321.

FSA will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-identify in the qualification packet whether they meet the state and federal definitions of a disadvantaged business.

1.17 ANTI-DISCRIMINATION

The bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the item specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this item specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services

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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 public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions
- Addenda to Item Group Specifications, if issued
- Item Specifications
- Bidder Instructions
- General Conditions

1.22 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this bid or in any written addendum to this bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted by e-mail to CPP@flsheriffs.org. The bid title and number should be referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of item specifications or solicitation documents will not be made verbally. If any verbal clarifications are provided, they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event

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of conflict with the original item specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting on the FSA website constitutes proper notice of addenda. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgement of the addenda to the item specifications. Bids that fail to account for the addenda shall reflect in bids being declared nonresponsive; however, that pursuant to Section 2.26, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all awarded vendors of any addenda and will require acknowledgement of the new terms and conditions. If the awarded vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified, responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA bid system constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

In the event a manufacturer reassigns the product line to an alternate company, the vendor is required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the alternate company is not already an approved FSA vendor, they are required to submit a Qualifications Packet to the FSA to become an approved vendor prior to conducting any qualified sales. FSA may approve such assignments of existing or new vendors at its discretion. The vendor is required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line. FSA may remove the terminated products from the contract.

1.27 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation. The FSA reserves the right to make multiple awards for each item, if deemed in the best interest of the FSA and the purchasers. Awards will be posted on the FSA website according to the date posted in the bid calendar.

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1.28 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.29 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance and may require submission of supporting documentation to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded. By responding to this procurement, the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.30 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to

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- capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.31 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.32 NONCONFORMANCE

Items may be tested for compliance with item specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.33 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practical after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of bidders' products or services.

1.34 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie. In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.35 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify vendor's sales. FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors,

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sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with vendor's employees, agents, assigns, successors, and third-party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.36 LIABILITY, INSURANCE, LICENSES AND PERMITS

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract. Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

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1.38 PERFORMANCE BONDS, AND CERTIFICATES OF INSURANCE

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.39 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease the item base price to maximize awards thus denying purchasers a fair price.

Bidders or vendors who are found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.40 DEFAULT

In case of default on the part of vendor, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.41 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

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Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.42 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell items for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

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In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order consistent with vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the item is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

1.43 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.44 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the vendor is determined.

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1.45 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.46 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

Bidders are required to complete the qualification packet as part of the bid submission. A bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References (if applicable)
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Vehicle Technician Attestation
- State compliance attestations
 - E-Verify
 - Workers Compensation
 - Drug-Free Workplace
 - Motor Vehicles Dealer license
- Federal compliance attestations
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
 - Certificate of Insurance for awarded vendor

The qualification packet is located on the bid system.

2.02 LICENSING & FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If bidders do not have a facility, the bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a bidder does not maintain a facility within the State of Florida, the bidder must have a plan as to how the bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the bidder plans to contract out for service, a copy of the service agreement; and
- Service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

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The sufficiency of the Warranty Service Plan may be evaluated by the FSA. The FSA reserves the right to request additional information from a bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the bidder's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five business days prior to the contract award date. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor. The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

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FSA required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the vendor.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 ITEM SPECIFICATIONS

All items covered by this contract shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid system or FSA base item specification. If awarded, bidders must supply an item that either meets or exceeds all the requirements included in the applicable specifications.

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The base item specifications are contained in the FSA bid system, may be requested from FSA and are retained within FSA's archive. As part of the bid submission, all bidders will be required to provide information confirmation that the item bid meets the base item specification or may have their bid rejected. Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

FSA develops the item specifications with subject matter experts and publicly available information. However, FSA does not have access to full details from the manufacturer and relies on bidders to assist in this process. Bidders should immediately notify the FSA of any inaccuracies in the item specifications. All notifications of inaccuracies must be in writing.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided herein.

2.06 DISCOUNTS

Discounts must be offered on this contract and shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for each item and option listed. The bidder has the authority to offer additional discounts based on quantity, as well as additional manufacturer or bidder discounts.

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA Bid System.

2.08 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a bidder may have to the terms and conditions must be documented in bidder's submission. Exceptions to the item specifications at the time of the bid submission shall reference the item number, make and model. FSA has the discretion to grant or deny, in whole or in part, the bidders requested exception, deviation or contingency to the specifications or terms and conditions. Bidder acknowledges that if FSA rejects the proposed exceptions, the bid may be disqualified.

2.09 MISTAKES

Bidders are expected to examine the item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base item specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base item specification.

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Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, item specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 PRE-BID MEETING

Prospective bidders are **required** to attend or participate in the Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to clarify questions on the terms and conditions and to confirm all item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the item specifications are finalized.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each item, make, and model must be priced and bid separately. Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. These prices must be inclusive of all components included in the item specification. Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined within these terms & conditions. The administrative fee is three quarters of one percent (.0075).

Prices must be Free On Board (FOB) destination and include shipping and delivery to the purchaser.

2.13 OPTION PRICING

The bidder shall offer a discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any options offered, if awarded. The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Options are intended to add or delete equipment or features from the item specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and

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should not be made available for purchase separate from the base item. Bidders shall NOT use options to create an item that is available as another item bid on this ITB. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the item specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for all factory options. Options available through the factory should be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser. Factory package options are allowable under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid. Government imposed fees should not be included in this option pricing.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA item specification, the bidder should include the word "Credit" at the beginning of the description field, and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the bidder will credit the purchaser.

2.14 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

"Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties."

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA may request certificates for a vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the contract.

2.15 BID SUBMISSION

Bidders must submit a bid electronically using the bid system. Bid submissions include pricing for the item, as well as required documentation. The bid must be received by the date and time specified on the Bid Calendar seen in Appendix A. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

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The bid system is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to bidders after registering in the bid system. Contact VendorLink at support@vendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, bidders shall:

- Input a bid price for each item
- Upload files as instructed in the bid system; files requested will be in .pdf format.
- Follow all instructions outlined in this ITB and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet
- Build sheet for each item bid as a single .pdf
- Any requested exceptions or equivalents

FSA may ask awarded bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA. FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

2.16 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All terms and conditions are applicable throughout the term of the contract and not specific to any given year, make or model.

2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.18 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

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2.19 PUBLIC BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA will provide a bid inspection period for bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.20 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the contract. As set forth in Section 2.26, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.21 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts; and
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements as set forth by these Terms & Conditions, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process.

FSA reserves the right to determine which responses meet the requirements, item specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as non-responsible.

2.22 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by item and by manufacturer to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidder by item and by manufacturer and determined to be in the best interest of the FSA and the purchaser. FSA has the discretion to consider option pricing in making the award. Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management. See Appendix C, II to 2 CFR Part 200.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

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2.23 BID TABULATIONS

In the event that more than one bid is submitted per item a Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as identified on the bid calendar.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.24 MINOR IRREGULARITIES / RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.25 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, technical questions regarding problems incurred in the use of the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA and the awarded vendor. The terms and conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The vendor shall maintain current contact information with FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the vendor must notify FSA immediately.

3.04 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year-to-year basis.

The vendor may request price adjustments for contract extensions as provided for in the price adjustment section. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered unless otherwise provided for in this contract.

The FSA reserves the right to in its sole discretion, elect to implement an optional term or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

Month-to-Month Continuation

In the event that a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

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3.06 PRICE ADJUSTMENTS

This contract provides the following options for price adjustments:

- Annual Price Adjustments
- Changes to Production or Design
- Manufacturer Certified Adjustments
- Surcharges
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price and must be submitted as a percentage change. If a dollar amount is provided, FSA will calculate the percentage change.

Annual Price Adjustment

The FSA may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of any changes to national or state standards that require substantial price adjustments.

Changes resulting from PPI will be verified by the FSA, after the vendor requests a price adjustment under this provision and identifies the commodity code for each item as designated by the BLS.

In the event of changes to national or state standards, the vendor must present verifiable changes from the manufacturer in price to FSA. FSA may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA will consider the request and will make a final determination on the change in price.

For any price adjustment to commence annually or on the first day of the contract extension, the vendor's request for price adjustment should be submitted 60 (sixty) days prior to the annual execution of the contract or to the expiration of the contract extension.

Changes to Production or Design

Significant changes by the manufacturer to the production and item specification design may also initiate a price adjustment request. FSA will consider order dates, production cutoffs, conditions as provided for in Section 3.08, as well as replacement or complete redesign of items when considering significant changes to manufacturer production or design.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA that shows a legitimate need for price adjustments.

Surcharges

Surcharges are increased costs that are imposed on awarded vendors for items sold on this contract. Surcharges can be related to the cost of materials, cost of transportation or shipping, or fees imposed by the governing entities. Since surcharges are imposed on awarded vendors, in order to request a price change, the vendor must document the origin of the surcharge.

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The vendor must provide manufacturer or supplier certification documentation that identify the reason or cause for the surcharge to FSA in advance of assessing surcharges to a purchaser.

Surcharge After a Purchase Order is Issued

When a purchase order has been issued, the vendor may present a surcharge with all required documentation to the purchaser for consideration. The purchaser may accept or negotiate a reduction in the surcharge or reject the surcharge at their discretion.

Equitable Adjustments

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and is to be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.11 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product

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provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with these terms & conditions.

3.12 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.13 AMBULANCE REMOUNT

Ambulance remount services may be offered by awarded vendors on this contract. Remount service providers shall maintain a minimum of \$5,000,000 in Product Liability Insurance and a minimum of \$1,000,000 in Professional Garage Keepers Liability Insurance. It is the responsibility of the vendor to maintain the insurance requirements under the Terms and Conditions. Proof of adequate coverage shall be provided to the purchaser upon request.

All remount service providers must be registered with National Highway Traffic Safety Administration (NHTSA) as a new vehicle manufacturer as required by law (49 CFR 571.7(e)). The remounter shall follow all recommended guidelines and practices as published and prescribed by the OEM chassis manufacturer for the chassis platform supplied. This includes:

1. Compliance with Federal Motor Vehicle Safety Standards (FMVSS);
2. Incomplete Vehicle Document (IVD) for appropriate chassis;
3. OEM Body Builder's Guide for appropriate chassis; and
4. Ford QVM Program Truck Guidelines or other OEM Chassis Upfitter programs.

The remounter must have financial strength to adequately support any warranty obligation provided to the customer and be able to verify this to the purchaser upon request. The warranty that shall be offered at a minimum to the customer shall be as follows:

1. The remounter shall warranty the ambulance and furnished equipment against parts failure or malfunction due to design, construction or installation errors, defective workmanship and missing or incorrect parts for a minimum period of 12 months or 12,000 miles (whichever occurs first) from date of acceptance, exclusive of any authorized driveaway mileage.
2. However, if the remounter received from any supplier or subcontractor additional warranty on the whole or any component of the ambulance, in the form of time and/or mileage, including prorated adjustments, or if the remounter generally extends to their customers a greater or extended warranty coverage, the purchaser shall receive corresponding warranty benefits.

The remounter must follow all recommended guidelines and requirements which apply to the new chassis, as well as application and installation of all components and equipment included in the remounted vehicle. This shall include suitability and generational compatibility of key components to meet both make and model year of chassis utilized.

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The remounter shall perform the following series of steps to determine viability of the proposed remount vehicle prior to production:

1. The viability process shall include a visual inspection of ambulance body module for overall condition to determine suitability and feasibility for forward service life. This shall include the compatibility of the body to the proposed new chassis.
2. This viability process shall include, and the remounter shall provide, a Scope of Work document which shall include an itemized proposal to the customer and a notice of compliance to FMVSS requirements, as well as weight balance and payload analysis and projections. A minimum payload of 1,500 pounds is required.
3. The remounter shall inform the purchaser of any additional deficiencies or defects discovered during the production process and inform the purchaser immediately whereby remediation shall be mutually determined.

It is the responsibility of the vendor to certify that it has inspected the remounted module for structural integrity and will supply a statement that includes proof of the inspection process to the purchaser. The remounter shall have written work process documentation to substantiate each step of the production process for the remounted vehicle to include:

1. Evaluation and physical assessment of original vehicle;
2. Engineering analysis for major modifications such as change in chassis type or body mounts;
3. The actual production sequence and process; and
4. Written and verified quality control and function checks.

3.14 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.15 ORDER

To initiate a purchase, a purchase order must be issued to the vendor, which includes:

- FSA contract title and number;
- FSA item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver an awarded item that will be fully compatible with all options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and provided to the purchaser and FSA fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the vendor from the purchaser.

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If a vendor receives a purchase order for an item for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

Purchase orders may include additional terms and conditions established by the purchasing agency. When presented with a purchase order containing additional requirements beyond those established herein, the vendor may negotiate any additional requirements with the purchaser prior to accepting the purchase order.

3.16 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA base item specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

- Copy of the purchase order
- Copy of the FSA base item specification
- Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
- Copy of the pre-delivery service report
- Registration warranty certification
- Owner's manual
- Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

Deliveries within 2,500 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving fire rescue or emergency response vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 2,500 miles shall be approved by the purchaser. The purchaser has the option to reject a vehicle with more than 2,500 odometer miles, if not previously approved by the purchaser, or may deduct \$0.51 cents per mile in excess of 2,500 miles from the invoice. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery.

When items require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the vendor until the items are satisfactory and accepted by the purchaser.

3.17 INSPECTION AND ACCEPTANCE

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Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the item specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

3.18 REGISTRATION, TAG AND TITLE

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.20 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. The Local Government Prompt Payment Act will apply to ensure timely payment of vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.21 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.22 PURCHASE ORDERS

The vendor must submit electronic copies of purchase orders within fifteen (15) calendar days of the purchase order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the vendor after this deadline must be submitted to FSA as soon as possible with the date received by the vendor and cause for the delay. Purchase orders should contain the following information:

- Purchaser name
- Purchase order number
- Purchase order issue date
- FSA contract title and number
- Item number
- Item make and model, or item description
- Item price
- Estimated delivery date.

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Purchase orders vary in format and information provided. If a purchase order does not include the above information, the vendor may submit supplemental documentation to FSA at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the vendor will be provided to FSA.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports should follow this schedule:

Contract Year 1: April 1, 2023 – March 31, 2024

Year 1 Quarter 1	April 1 – June 30	July 15
Year 1 Quarter 2	July 1 – September 30	October 15
Year 1 Quarter 3	October 1 – December 31	January 15
Year 1 Quarter 4	January 1 – March 31	April 15

Contract Year 2: April 1, 2024 – March 31, 2025

Year 2 Quarter 1	April 1 – June 30	July 15
Year 2 Quarter 2	July 1 – September 30	October 15
Year 2 Quarter 3	October 1 – December 31	January 15
Year 2 Quarter 4	January 1 – March 31	April 15

If a contract extension or renewal option are executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

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The FSA charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded vendor.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by item specifications, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day

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Failure to report a Purchase Order to FSA within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

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Appendix A: Bid Calendar

FSA23 - Fire & Rescue Bid Calendar	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	10/11/2022
Registration for Workshop & Pre-bid Open	11/1/2022
Voluntary Workshop for Interested Bidders; Review Specifications	12/5/2022
New Specification requests due	12/16/2022
Pre-Bid meeting	1/11/2023 - 1/12/2023
Request for Clarifications Due to FSA	1/20/2023
FSA VendorLink Bidder Training	1/24/2023
Bid System Open	1/31/2023
Cone of Silence	1/31/2023 - 3/10/2023
Bid Submissions Due	2/27/2023
Public Bid Opening	3/1/2023
Bid Tabulations Posted	3/1/2023
Bid Evaluation	3/6/2023 - 3/10/2023
Intent To Award	3/10/2023
Final Bid Award Announcement	4/1/2023
Effective Date Of New Contract	4/1/2023

For the most up to date information, please refer to <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Register (as appropriate) for the dates published.

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Appendix B: ACH Payments



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165

f: (850) 878-8665

www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account

Capital City Bank

Routing Number: 063100688

Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

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Appendix C: Federal Clauses

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS*

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance

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with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a

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purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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 CFR 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 during 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. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-41
Strategic Goal:	Public Safety - Other		
Department:	Finance		
Subject:	Quint Fire Apparatus Lease Financing		
Summary:	In 2019, the City Commission approved a dedicated public safety millage to fund Police and Fire vehicles and large equipment purchases. In the first year of the program, the City acquired two pumper apparatus trucks through a lease-purchase arrangement. Approval of the quint fire apparatus continues this plan. As detailed on the companion memorandum, staff is requesting approval to purchase a Pierce Enforcer/Ascendant quint fire apparatus and associated loose equipment from Ten-8 Fire Equipment under the Florida Sheriffs Contract.		
	Florida Sheriffs Contract: Pierce Ascendant 107' HAL/Enforcer		\$1,313,126
	Fire Department Options		\$329,388.30
	6% FSA Discount		(\$19,763.30)
	Subtotal		\$1,622,750
	Discount pre-funding of contract (City will be provided a performance bond)		(\$184,210.00)
	Final Extended Price		\$1,438,540
	Sole Source: Dealer Supplied Equipment (Loose Equipment and installation/Mounting)		\$203,585
	Final Total Purchase Price		\$1,642,125
	The purchase will be pre-funded upon execution of the contracts in exchange for a discount of \$184,210. Staff has analyzed funding the		

	purchase closer to the start of manufacturing and forgoing the pre-funding discount and determined the pre-funding option is the best financial decision. If approved, financing in the amount of \$1,642,125 would be provided through a lease purchase arrangement with Leasing 2. The lease requires a ten-year commitment of \$220,130.16 annual with the first payment commencing in 2025.						
Financial Impact:	The fire apparatus would be purchased through a ten-year lease at an interest rate of 5.72% with an annual requirement of \$220,130.16. The lease will be repaid through Fund 205-Debt Service Fund. The current budget includes \$150,000 provided by the Public Safety millage. Since the first payment will be made in next fiscal year, the current year allocation will be used to address the shortfall.						
Citizen Impact:	Acquisition of this equipment will update the City's equipment to the latest technology and enhance the Fire Department's response to emergency incidents. The equipment will increase public and firefighter safety through more reliable and efficient capabilities to mitigate emergency incidents, and minimize apparatus out-of-service time.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the ten-year lease with Leasing 2 to provide financing for the purchase of a quint fire apparatus.						
Staff Contact:	Chris Byle, Assistant Finance Director, (386) 676-3206						
Attachments:	24-41 Leasing 2 Finance Agr (P24-0037G) - Ormond Beach Lease Packet 3.5.24						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>3/11/2024</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>3/12/2024</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>3/14/2024</td> </tr> </table>	Kelly McGuire, Finance Director	3/11/2024	Claire Whitley, Assistant City Manager	3/12/2024	Joyce Shanahan, City Manager	3/14/2024
Kelly McGuire, Finance Director	3/11/2024						
Claire Whitley, Assistant City Manager	3/12/2024						
Joyce Shanahan, City Manager	3/14/2024						

RESOLUTION NO. 2024-41

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE-PURCHASE AGREEMENT WITH LEASING 2, INC. AND ALL OTHER PAPERS NECESSARY AND INCIDENTAL THERETO, REGARDING THE PURCHASE OF ONE PIERCE ENFORCER/ASCENDANT QUINT FIRE APPARATUS AND RELATED EQUIPMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City desires to purchase one Pierce Enforcer/Ascendant quint fire apparatus and related equipment at a cost of \$1,642,125.00 through a lease-purchase financing transaction, and

WHEREAS, the City's professional staff recommends the execution of a Lease-Purchase Agreement, and all other papers necessary and incidental thereto, with Leasing 2, Inc. to finance the purchase of the truck and related equipment, a copy of said Agreement being attached hereto and incorporated herein by reference, and

WHEREAS, the funds made available under the Agreement, in an amount not to exceed \$1,642,125.00, will be applied to the acquisition of one Pierce Enforcer/Ascendant quint fire apparatus and related equipment in accordance with the Agreement, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor, City Manager and any other appropriate City officials are hereby authorized and directed to execute a Lease-Purchase Agreement and all other papers

necessary and incidental thereto, between the City of Ormond Beach and Leasing 2, Inc. to finance the acquisition of the above-described firetruck and equipment.

SECTION TWO. The City of Ormond Beach has received all disclosures required pursuant to Florida law and has been advised of the costs of issuance. Payment of the costs of issuance from legally available funds is hereby approved by the City Commission and such payment is hereby authorized and directed. The City Commission has been advised by the City Finance Director that the installment payments under the Agreement result in an implicit interest rate to the City that shall not exceed five and seventy-two hundredths percent (5.72%) for the purposes of Section 215.84, *Florida Statutes*, which rate is in compliance with the said Section. The fixed annual payment based on the said interest rate for ten (10) years will be \$220,130.16.

SECTION THREE. The City Manager has certified that the money for the purchase is appropriated in the Financing Debt Service Fund (205), and that these funds are not appropriated for any other purpose.

SECTION FOUR. The City (including all subordinate entities which issue tax-exempt debt on behalf of the City) does not reasonably anticipate issuing qualified tax-exempt obligations in excess of \$10,000,000.00 during the current calendar year. The City does hereby designate the obligation to lease the Pierce Enforcer/Ascendant quint fire apparatus to the Agreement as a qualified tax-exempt obligation under Section 265(b)(3) of the Internal Revenue Code of 1986.

SECTION FIVE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 19th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



March 5, 2024

Sent via Email: chris.byle@ormondbeach.org
kelly.mcguire@ormondbeach.org

Chris Byle
Kelly McGuire
City of Ormond Beach

Re: Financing for a Pierce Enforcer 107 Ascendant

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:

- ✓ Please execute documents in **BLUE** ink.
 - ✓ As these are legal documents, we cannot accept double-sided printouts.
-

- ☐ ***Lease Purchase Agreement***
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit A – Resolution of Governing Body Extract of Minutes***
 - Enter the date your resolution was adopted.
 - Signed by Lessee's authorized signatory.
 - Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.
- ☐ ***Exhibit B – Opinion of Lessee's Counsel***
 - Printed on attorney's letterhead and signed by attorney. Original signature required.
- ☐ ***Exhibit C – Certificate as to Arbitrage***
 - Enter the date by which the equipment is expected to be fully acquired in Item 4.
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit D – Description of Equipment***
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit E – Payment Schedule***
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit F – Acceptance Certificate***
 - Please **DO NOT CHECK ANY BOXES** – this will be completed at closing and you will receive a fully executed Agreement post-closing.
 - Signed by Lessee's authorized signatory.
- ☐ ***Exhibit G – Essential Use/Source of Funds Letter***
 - Enter a description of how the equipment will be used and the services it will provide.
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit H – Designation of Bank Qualification***
 - Signed and dated by Lessee's authorized signatory.

- ☐ **Exhibit I – Notice and Acknowledgement of Assignment**
- Signed and dated by Lessee's authorized signatory.
- ☐ **Insurance Coverage Requirement**
- Enter the name, address & phone number of your insurance agent.
 - If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.
- ☐ **Billing Information**
- Enter all of the requested information.
- ☐ **Escrow Agreement**
- Signed by Lessee's authorized signatory.
- ✓ **POST FUNDING REQUIREMENT**
- ☐ **IRS Form 8038-G (Form 8038-GC if the issue price is under \$100,000)**
- We will email you this form for signature after the lease is funded.
- ☐ **Escrow Disbursements**
- Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

ALL DOCUMENTATION SHOULD BE EMAILED FOR REVIEW PRIOR TO OVERNIGHTING.

PLEASE RETURN ALL DOCUMENTS BY: MARCH 22, 2024

Email to:

Donna Womack

dwomack@leasing2.com

Phone: (813) 258-9888, Ext. 14

Overnight to:

Leasing 2, Inc.

1720 W. Cass St.

Tampa, FL 33606

Alternate contact:

Brad Meyers

bmeyers@leasing2.com

Phone: (813) 258-9888, Ext. 12

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of March 20, 2024

This Lease-Purchase Agreement (the "Agreement") dated as of **March 20, 2024** by and between **Leasing 2, Inc.** ("Lessor"), and **City of Ormond Beach** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Florida** ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Other Governmental Charges and Utility Charges. Lessee will pay during the Lease Term, as the same respectively come due, all governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be

taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason. Notwithstanding the above, Lessee does not waive any of its immunity or limitation of liability protections provided to it under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- (a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or
- (b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier/email will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Agreement or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Agreement and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

By: _____

Title: _____

Date: _____

LESSEE: City of Ormond Beach

By: _____

Title: Bill Partington
Mayor

Date: _____

ATTEST:

By: _____

Joyce Shanahan

Title: City Manager

Date: _____

EXHIBIT A

**RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES**

LESSEE: **City of Ormond Beach**

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, 20_____, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

(Signature of Party to Execute
Lease-Purchase Agreement and Escrow Agreement)

Bill Partington, Mayor
(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk

Print Name and Title

Date

ATTEST:

By: _____
Joyce Shanahan

Title: _____
City Manager

Date: _____

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: **City of Ormond Beach**

DATE OF AGREEMENT: **March 20, 2024**

**Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230**

[Ladies and]Gentlemen:

As counsel for **City of Ormond Beach** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **March 20, 2024** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

ORIGINAL SIGNATURE LETTER IS REQUIRED

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

I, **Bill Partington**, hereby certify that I am duly qualified and acting **Mayor**, of **City of Ormond Beach** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **March 20, 2024** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$1,642,125.00**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$1,642,125.00**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement, including amounts held in escrow, will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE: **City of Ormond Beach**

By: _____
Bill Partington

Title: _____
Mayor

Date: _____

ATTEST:

By: _____
Joyce Shanahan

Title: _____
City Manager

Date: _____

EXHIBIT D
DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

Pierce Enforcer 107 Ascendant, VIN: _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

300 Wilmette Avenue

Ormond Beach, FL 32164

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **City of Ormond Beach**

By: _____
Bill Partington

Title: _____
Mayor

Date: _____

ATTEST:

By: _____
Joyce Shanahan

Title: _____
City Manager

Date: _____

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: City of Ormond Beach
LEASE AMOUNT: \$1,642,125.00
COMMENCEMENT DATE: 3/20/2024
INTEREST RATE: 5.72%

PAYMENT						PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>		<u>PRICE*</u>
1	3/20/2025	\$220,130.16	\$93,879.97	\$126,250.19		\$1,560,772.86
2	3/20/2026	\$220,130.16	\$86,662.27	\$133,467.89		\$1,420,850.20
3	3/20/2027	\$220,130.16	\$79,031.94	\$141,098.22		\$1,273,539.63
4	3/20/2028	\$220,130.16	\$70,965.38	\$149,164.78		\$1,118,451.06
5	3/20/2029	\$220,130.16	\$62,437.66	\$157,692.50		\$955,173.82
6	3/20/2030	\$220,130.16	\$53,422.41	\$166,707.75		\$783,275.53
7	3/20/2031	\$220,130.16	\$43,891.76	\$176,238.40		\$602,301.02
8	3/20/2032	\$220,130.16	\$33,816.24	\$186,313.92		\$411,771.05
9	3/20/2033	\$220,130.16	\$23,164.71	\$196,965.45		\$211,181.10
10	3/20/2034	\$220,130.16	\$11,904.26	\$208,225.90		\$0.00
Grand Totals		\$2,201,301.60	\$559,176.60	\$1,642,125.00		

LESSEE: **City of Ormond Beach**

By: _____
Bill Partington

Title: _____
Mayor

Date: _____

ATTEST:

By: _____
Joyce Shanahan

Title: _____
City Manager

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **March 20, 2024**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____,
2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.
3. _____ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **City of Ormond Beach**

By: _____
Bill Partington

Title: _____
Mayor

ATTEST:

By: _____
Joyce Shanahan

Title: _____
City Manager

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **March 20, 2024**.

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **March 20, 2024**, between **Leasing 2, Inc.** and **City of Ormond Beach**, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

Sincerely,

Bill Partington, Mayor

Date

ATTEST:

By: _____
Joyce Shanahan

Title: City Manager

Date: _____

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **March 20, 2024**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **City of Ormond Beach** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **City of Ormond Beach**

By: _____
 Bill Partington

Title: _____
 Mayor

Date: _____

ATTEST:

By: _____
 Joyce Shanahan

Title: _____
 City Manager

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **City of Ormond Beach** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **March 20, 2024**, between **Leasing 2, Inc.** ("Lessor") and **City of Ormond Beach** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **City of Ormond Beach** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

Santander Bank, N.A.
P.O. Box 847386
Boston, MA 02284-7386

LESSEE: **City of Ormond Beach**

By: _____
Bill Partington

Title: _____
Mayor

Date: _____

ATTEST:

By: _____
Joyce Shanahan

Title: _____
City Manager

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
 1720 West Cass Street
 Tampa, FL 33606-1230

FROM: **City of Ormond Beach**
 22 South Beach Street
 Ormond Beach, FL 32174

RE: INSURANCE COVERAGE REQUIREMENTS **(Check one)**:

_____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

AGENCY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:
\$500,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
 Bill Partington

Title: _____
 Mayor

Date: _____

ATTEST:

By: _____
 Joyce Shanahan

Title: _____
 City Manager

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: _____

Company: _____

Street Address or Box #: _____

City, State, Zip: _____

County: _____

Telephone: _____ () _____

Fax: _____ () _____

Email Address: _____

Invoice Reference: Pierce Enforcer 107 Ascendant

Internal Escrow Letter

March 20, 2024

Santander Bank, N.A.
P.O. Box 847386
Boston, MA 02284-7386

Re: Lease Purchase Agreement dated **March 20, 2024** (the "Lease") by and between: **City of Ormond Beach** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing a **Pierce Enforcer 107 Ascendant** (the "Equipment") in the amount of **\$1,642,125.00** (the "Financed Amount"). Lessee hereby requests that Assignee retain **\$1,642,125.00** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

LESSEE: **City of Ormond Beach**

By: _____
Bill Partington

Title: _____
Mayor

Date: _____

ATTEST:

By: _____
Joyce Shanahan

Title: _____
City Manager

Date: _____



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-42
Strategic Goal:	Economic Development - Continue attracting and retaining high-wage jobs and the development of Ormond Crossings		
Department:	Economic Development		
Subject:	Acceptance of Florida Job Growth Grant Fund		
Summary:	The Florida Job Growth Grant fund is an economic development program designed to promote public infrastructure and workforce across the state, particularly projects that support job creation and economic diversification in targeted industries. Proposals are reviewed by Florida Commerce and chosen by the Governor to meet the demands for workforce or infrastructure needs in the community awarded. The City Commission approved a disposition item on Aug 15, 2023, allowing the Economic Development Department to apply for a grant for the construction of the Airport Business Park Collector Road Extension Project. The road will be extended west from Tower Circle West to Pineland Trail. On Dec 15, 2023, the City received notification of a grant award from Florida Commerce for the Florida Job Growth Grant Fund in the amount of \$1,623,426. The capital project to construct Business Park Drive Phase II has been on the City's CIP since Fiscal Year 2017-2018 with funding identified for design and construction. This project has been fully permitted through the St. Johns River Water Management District. On July 18, 2023, five bids were received ranging from \$4,290,643 to \$2,855,055 for the collector road extension. The low bid of \$2,855,055 from JD Weber Construction Co. of Ormond Beach is over the original engineer's estimate of \$1,111,600. This grant from Florida Commerce eliminates the funding gap between the actual and estimated costs. Volusia County has witnessed two consecutive years of asphalt price increases accounting for this cost increase. This project involves construction of a new road from Pineland Trail to the Ormond Beach Municipal Airport and the adjacent Airport Business Park. The road has been designed to be a collector standard roadway. The Airport Business Park is home to approximately 48 businesses with		

	1,500+ employees and consists of over 870,000 square feet of industrial space. Over the last five years, several companies in the Business Park have expanded their operations or relocated to the Park. This project has broad support among the companies. This road will provide a second entrance to the Park for the ingress and egress of employees, deliveries, and clients of the existing industry located in the Park. This project provides an opportunity for an addition to the business park for the expansion of existing manufacturers and the attraction of target industries. This project is expected to contribute to the creation of net new jobs for the City in target industries like advanced manufacturing. It will generate private capital investment in these growing and expanding industries, which will increase tax revenue for the City and enhance the economic benefit the Airport and Airport Business Park provide to Ormond Beach.						
Financial Impact:	The total cost of construction, based upon bids received, is expected to be \$2,855,055. The City received a funding commitment for this project from the State of Florida in the form of a Florida Job Growth Infrastructure Grant of \$1,623,426. The Public Transportation Grant Agreement presented for approval on the City Commission Agenda provides FDOT funding of 50% of the remainder in the amount of \$615,815. The City's contribution includes \$411,000 available from 110-Economic Development Fund and an appropriation of \$204,815 from General Fund reserves to provide a total match of \$615,815. This was a FY 2022-2023 approved capital project and would require a budget amendment in the current FY for the City match.						
Citizen Impact:	The proposal will improve traffic, open the Business Park to additional businesses, and further enhance the opportunity for job creation, private capital investment, and increase tax revenue for the City.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of authorizing the execution of the Florida Job Growth Grant Agreement with Florida Commerce to fund construction services to build the Airport Business Park Collector Road Extension Project.						
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266						
Attachments:	1. 24-42 FL Job Growth Grant Agr (P24-0019G) 2. Florida Job Growth Grant Fund Grant Agreement 3. Project map overview of the roadway 4. Business Letters of Support for the project 5. Signed Bid Tab for Airport Business Park Collector Road Project						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>2/8/2024</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>2/8/2024</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>2/15/2024</td> </tr> </table>	Kelly McGuire, Finance Director	2/8/2024	Claire Whitley, Assistant City Manager	2/8/2024	Joyce Shanahan, City Manager	2/15/2024
Kelly McGuire, Finance Director	2/8/2024						
Claire Whitley, Assistant City Manager	2/8/2024						
Joyce Shanahan, City Manager	2/15/2024						

RESOLUTION NO. 2024-42

A RESOLUTION AUTHORIZING THE EXECUTION OF A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF COMMERCE REGARDING FUNDING FOR CONSTRUCTION OF THE AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into a Florida Job Growth Infrastructure Grant Agreement with the State of Florida, Department of Commerce for funding assistance in the amount of \$1,623,426.00 for the construction of the Airport Business Park collector road extension (the “Project”), and

WHEREAS, the total cost of the Project is \$2,855,055.00, and

WHEREAS, the Florida Department of Transportation (“FDOT”) has issued a Public Transportation Grant Agreement (“PTGA”) to provide grant funding in the amount of \$615,815.00 toward the Project, and

WHEREAS, City Manager has certified that funding for city’s portion of the Project is available from the Economic Development Fund in the amount of \$411,000.00 and from the General Fund Reserves in the amount of \$204,815.00, and these funds not appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Florida Job Growth Infrastructure Grant Agreement between the City and the State of Florida Department of Commerce regarding funding for the construction of the Airport Business Park collector road extension. A copy of said Agreement is attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 19th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this “Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the *City of Ormond Beach* (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes (“F.S.”) Grantee submitted a proposal for funds;

WHEREAS, based on Grantee’s submitted proposal and any amendments thereto (collectively, the “Proposal”), Commerce has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the “Project”) is necessary to facilitate the economic development and growth of the State;

WHEREAS, Commerce has determined that Grantee’s commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the “Grant Fund”) pursuant to section 288.101, F.S.;

WHEREAS, Commerce is authorized to enter into this Agreement pursuant to section 288.101, F.S. Grantee has authorized its officers to execute this Agreement on Grantee’s behalf by Resolution or, alternatively, by other Commerce-approved form of official authorization, a copy of which is attached as Exhibit D and made a part of this Agreement;

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
 - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee’s Resolution**
- **Exhibit E: Notice of Completion and Engineer’s Certification of Compliance**
- **Exhibit F: State and Federal Statutes, Regulations, and Policies;**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

NOW, THEREFORE, for and in consideration of the agreements, covenants, recitals, and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. TERM. This Agreement is effective as of the date on which Commerce executes this Agreement (“Effective Date”) and shall continue until the earlier to occur of (a) December 31, 2038 (“Expiration Date”) unless an extension of the time period is requested by Grantee and granted in writing by Commerce prior to

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the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by Commerce in its reasonable discretion, prior to the date set forth in the preceding sentence, then the “Expiration Date” shall be the date of such determination.

2. PERFORMANCE REQUIREMENTS: Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. TYPE OF AGREEMENT: This Agreement is a *cost reimbursement* agreement.

4. RELEASE OF FUNDS: Commerce shall pay Grantee up to *One Million, Six Hundred Twenty Three-Thousand, Four Hundred Twenty-Six Dollars and Zero Cents (\$ 1,623,426.00)* in consideration for Grantee’s performance and services pursuant to this Agreement. In accordance with section 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce has final authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Grantee shall not use funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. Commerce has final authority as to what may constitute an “exclusive benefit of any single company, corporation, or business entity” under this Agreement. Use of funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and Commerce may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if Commerce determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by Commerce.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide Commerce’s Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee’s name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At Commerce’s or the State’s option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to Commerce’s Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with section 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a

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Grantee due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. VENDOR OMBUDSMAN: In accordance with section 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

g. If Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1).

If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. Commerce shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. Commerce shall not pay Grantee until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria stated in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through Commerce shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on

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which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in section 287.133, F.S.) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in section 287.134, F.S.). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict

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with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with sections 11.062 and 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of section 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of section 287.133(2)(a), F.S. pursuant to which 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, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two (\$35,000 in 2023) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to Commerce if Grantee, or any of Grantee's affiliates, as defined in section 287.133(1)(a), F.S., is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. Disclosure of Sponsorship: As required by section 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If

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the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of section 287.134(2)(a), F.S. As required by section 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If Commerce determines that Grantee has submitted a false certification, Commerce will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce shall bring a civil action against Grantee. If Commerce's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of Commerce's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to Commerce if it or any of its affiliates, as defined by section 287.134(1) (a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by Commerce to perform Grantee's responsibilities hereunder. Grantee shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from the Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

b) If Commerce does not possess a record requested through a public records request, Commerce shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Grantee does

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not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

c) Grantee acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to Commerce under this Agreement may constitute public records under Florida Statutes. Grantee must cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be clearly marked and identified as such by Grantee prior to submittal to Commerce. Failure to clearly mark and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Grantee does not transfer the records to Commerce upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and section 119.07(1), F.S.. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify Commerce of the receipt and content of such request by sending an e-mail to PRRequest@Commerce.fl.gov within one business day from receipt of such request.

g) Grantee shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Grantee shall cooperate with Commerce in taking all steps as Commerce deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of section 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

b) Grantee shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to Commerce all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

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7) Section 288.101, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of section 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to Commerce no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to Commerce such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Grantee in writing, and Grantee shall repay to Commerce each such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Grantee pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon

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Commerce's request, Grantee shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@Commerce.fl.gov. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. Commerce may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

- a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- c. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which

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consent may be withheld in Commerce's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend Commerce against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, and agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

e. In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving Commerce's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Grantee shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

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c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without Commerce's written permission; provided further that Grantee shall, at all times, follow Commerce's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in Commerce and said property shall be transferred to Commerce upon completion or termination of this Agreement unless otherwise authorized in writing by Commerce.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

18. INSURANCE: (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party insures the other Party except Grantee will require all of its contractors to provide insurance to Commerce as set forth.)

During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests regarding additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and must obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. The insurance certificate must name Commerce as an additional insured and identify Commerce's Agreement Number. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Unless Grantee is a state agency or subdivision as defined by section 768.28(2), F.S., Grantee shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial

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General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Grantee shall cause Commerce to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to Commerce as an Additional Insured shall be primary and non-contributory as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the agreement. The policy/ies and coverage described herein may be subject to a deductible. The Grantee shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, Commerce shall be provided with an ACORD Certificate of Liability Insurance and the applicable endorsement(s) reflecting the coverage described herein. Commerce shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. Commerce's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses Commerce may have..

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

3) Other Insurance: During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, chapter 119, F.S., and other applicable state and federal laws must govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

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f. Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, at Grantee's sole expense, but only after receipt of Commerce's written approval of the contents of the notice. If requested by Commerce, Grantee will include credit monitoring services at Grantee's sole expense for those individuals affected or potentially affected by a breach of security for a two-year period of time following the breach. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in section 501.171, (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

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d. Notwithstanding any other provisions herein, in accordance with section 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

22. INDEPENDENT CONTRACTOR STATUS: In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, and assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind Commerce unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by Commerce in Exhibit A, SCOPE OF WORK, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. Commerce shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

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26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement” means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: Commerce may terminate this Agreement if:

- a. Commerce determines in its sole and absolute discretion that it is in the State’s interest to do so;
- b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;
- c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;
- d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24-hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;
- e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for 60 calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding;
- f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or
- g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by Commerce of Grantee’s written request to terminate this Agreement (a. through g. collectively, the “Termination Events”).
- h. Notwithstanding anything in this Agreement to the contrary, if Commerce exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within 30 calendar days of the

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termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as Commerce specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Exhibit A, SCOPE OF WORK, Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

29. INDEMNIFICATION: (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party.

a. Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State exclusively caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify, defend, and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to Commerce for reimbursement for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

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“The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents, and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due in part or whole to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees.”]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee’s liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or two times the total dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, Commerce must not be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if Commerce has been advised that such damages are possible. Commerce must not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State’s option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee

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of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, or any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery

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service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	Grantee's Agreement Manager:
City of Ormond Beach	Brian Rademacher
22 South Beach Street	22 South Beach Street
Ormond Beach, FL 32174	Ormond Beach, FL 32174
386-676-3206	386-676-3266
FEIN: 59-6000398	
chris.byle@ormondbeach.org	brian.rademacher@ormondbeach.org

Commerce's Agreement Manager:
Brittany Fitzgerald
107 E. Madison St. MSC-80
Tallahassee, FL 32399
850-717-8971
Brittany.fitzgerald@commerce.fl.gov

[The remainder of this page has been intentionally left blank.]

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties’ duly authorized officials sign this Agreement.

DEPARTMENT OF COMMERCE

CITY OF ORMOND BEACH

By _____
Signature

J. Alex Kelly
Title Secretary

Date _____

By _____
Signature

Bill Partington
Title Mayor

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

City of Ormond Beach Attest:

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE**

By _____

Joyce Shanahan
Title City Manager
Date _____

By: _____
Approved Date: _____

Commerce Agreement No.: G0120**Exhibit A
SCOPE OF WORK**

1. PROJECT DESCRIPTION: Section 288.101, Florida Statutes (“F.S.”), established the Florida Job Growth Grant Fund (the “Program”) to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded \$1,623,426 for the construction of a collector road from the City of Ormond Beach’s business park to Pineland trail. This road will provide a second entrance to the airport’s business park allowing easier access for employees, deliveries, and clients. Additionally, this road will provide access to 15-acres of city-owned land, allow for the expansion of pad ready sites, and create jobs within Florida’s targeted industries of aerospace and aviation.

2. GRANTEE’S RESPONSIBILITIES:**a. COMMENCEMENT AND TIMELINE.**

1) The Parties’ execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.

Commerce shall not reimburse Grantee for any work performed prior to the Effective Date unless Commerce expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:

- Provide to Commerce’s Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from Commerce’s Agreement Manager a Notice to Proceed.

Commerce shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence on or before May 31, 2024, (the “Commencement Date”) and shall be completed on or before the fifth anniversary of the Effective Date (the “Completion Date”), unless terminated earlier. Commerce shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to Commerce upon Commerce’s request to Commerce’s satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, Commerce may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2028, (the “Expend by Date”) shall be forfeited and shall revert back to Commerce.

b. DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS.

1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection (“CCEI”) of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to Commerce that Grantee’s design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to Commerce certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to Commerce on or before the Commencement Date, Commerce may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to Commerce its written notification of either its intent to:

- a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and

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regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

- b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by Commerce, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.
 - 4) If the Project is procured pursuant to chapter 255, F.S., for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.
 - 5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.
 - 6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.
 - 7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the the current Florida Department of Transportation's Standard Specifications for Road and Bridge Construction ("Standard Specifications"), as amended from time to time. Commerce shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.
 - 8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with section 337.18(1), F.S. and as set forth in the Standard Specifications.
 - 9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement insurance as set forth in section 18 of the Agreement. , Grantee must provide or cause its contractor to provide the greater of the insurance coverage as set forth in section 18 of the Agreement or insurance coverage in accordance with Section 7-13 of the Standard Specifications.
 - 10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, the Standard Specifications, and that it meets any other applicable standards.
 - 11) Grantee must expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for mitigation, for any legal action against the State or Commerce, or costs associated with preparation of the Proposal.
 - 12) Upon completion of the work authorized by this Agreement, Grantee shall notify Commerce in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit E. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from Commerce in advance of the deviation being constructed.
 - 13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement and may be enforced by Commerce.
- c. **RETURN ON INVESTMENT.** Grantee's failure to meet the Return on Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.
- 1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least \$14,000,000 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the 10 year anniversary of the Expend by Date falls (such date, the "Capital Investment Date").
 - 2) Grantee shall certify that at least 792 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December

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31st of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the “Job Creation Date”).

3) Grantee shall certify that 100 Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

- d. **COMPLETION OF CONSTRUCTION:** Grantee shall
- a. Construct a approximately 1,300 linear feet of collector roadway from Pineland Trail eastward to the existing roadway section connecting to Tower Circle West. and associated utility infrastructure to include:
 - i. Earthwork – any required earthwork to prepare for the installation of the roadway and staging of construction equipment.
 - ii. Clearing and grubbing – required for the utility installation, storm facility construction, canal construction, etc. as required for the construction of the interconnection portion of the project.
 - iii. Paving and drainage – constructing paved surface for the street being constructed including cleaning, tack coat, prime coat, etc. and installation of curb and gutters for necessary drainage.
 - iv. Fencing – remove and replace permanent fence within the limits shown on the drawings.
 - v. Signage and Marking – installation of all signage and striping as shown on the drawings and per Grantee’s land development code.
 - b. Upon 100% completion of tasks under 2.d.a grantee shall submit to Commerce’s Agreement Manager a completed, signed Notice of Completion and Engineer’s Certification of Compliance.

3. **COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce’s sole and absolute discretion, and process payments to Grantee.

4. **DELIVERABLES:** Grantee shall provide the following services as specified:

Deliverable No. 1: Construction		
Tasks	Minimum Level of Service	Financial Consequences
1.Complete construction of the roadway extension in accordance with Section 2.b and 2.d of this Scope of Work.	Grantee may be allowed reimbursement upon completion of construction activites in accordance with Section 2.b and 2.d of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1 Supply copies of permits, designs plans, and necessary documentation associated with the right of way. 2. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion;	Failure to meet the minimum level of service by June 30, 2028, shall result in non-payment.

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	3. Photographs of project in progress; and 4. Invoice package in accordance with Section 7 of this Scope of Work.	
DELIVERABLE NOT TO EXCEED: \$1,623,426.00		
TOTAL AMOUNT NOT TO EXCEED \$1,623,426.00		

5. Additional Financial Consequences: The following financial consequences apply under the following circumstances:

- a. **RETURN ON INVESTMENT.** If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then Commerce may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then Commerce may demand, and Grantee must repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then Commerce will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. Commerce has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If Commerce makes such a demand for repayment, Grantee shall remit funds to Commerce within 24 months of such demand. In addition to any other remedies available to Commerce, in the event that Grantee fails to remit such funds to Commerce within 24 months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. Commerce will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. Commerce shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate financial consequences imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.
- b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and Commerce shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for \$100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for \$90,000, and the remaining \$10,000 will be withheld.
- c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), Commerce hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by 12 months. In the event that Grantee exercises the Option, within 10 business days of exercising the Option, Grantee shall pay to Commerce a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to Commerce written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon Commerce's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.
- d. The Parties acknowledge and agree that the remedies set forth in this Section 5 constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by Commerce would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this

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Scope of Work. Each Party further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that Commerce will suffer or incur as a result of any such breach, and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions Commerce would not enter into this Agreement.

6. REPORTING:

- a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Reporting is due quarterly until expiration date, or Grantee meets full completion of the ROI defined in Section 2.c, whichever comes first. Full completion of section 2.c enacts an administrative close out. Quarterly reports are due to Commerce no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of Project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in Section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.
- b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.
- c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
- d. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the 10 year anniversary of the Expend by Date falls, Grantee shall provide Commerce with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

(<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- a. Grantee shall provide one invoice per month for all services rendered during the applicable period of time.
- b. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the Project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4,

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DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement;

- 2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - 3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the Project, or a quantifiable portion of the Project, is complete;
 - 4) Photographs of the project in progress and completed work;
 - 5) A copy of all supporting documentation for vendor payments;
 - 6) A copy of the cancelled check(s) specific to the Project; and
 - 7) A copy of the bank statement that includes the cancelled check.
- c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
 - d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY

PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's rights under this Agreement, at law, or in equity, including but not limited to, Commerce's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

The Parties acknowledge and agree that the remedies set forth in Sections 4 and 5 of this Scope of Work constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by Commerce would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each Party further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that Commerce will suffer or incur as a result of any such breach, and is not a penalty. **Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive.** The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions Commerce would not enter into this Agreement and therefore the Agreement will be treated as void ab initio if the financial consequences or liquidated damages are invalidated.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 hours.

10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by Commerce; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

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11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

- a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Grantee shall provide a 90 calendar day advance written notification to Commerce, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement's property or modify the use of this Agreement's property from the purposes authorized herein. If either of these situations arise, Commerce shall have the right, in Commerce's sole discretion, to demand that Grantee reimburse Commerce for part or all the funding provided to Grantee under this Agreement.
- c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
 - 1) Grantee is authorized to retain ownership of the improvements to real property so long as:
 - (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.
 - 2) If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

- a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created as a result of the Project.

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- 1) New Job – means a full-time salaried employee, or a full-time equivalent (an “FTE”) employee who works at least 35 paid hours per week, created as a result of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment as a result of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).
 - 2) Retained Jobs – Retained Jobs are jobs that would have been eliminated or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.
 - 3) Leased Employees – Leased employees may be counted toward Grantee’s jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee’s job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as New Jobs as they relate to the “fee-for-service” arrangement described below. Employees of a business that has entered into a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers’ employees are generally not considered “New Jobs” include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.
- b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
- 1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
 - 2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours (*1,820 hours per year divided by 12 months*) to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 (*35 hours × 52 weeks*) to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
 - 3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.
- c. **Determination of Capital Investment.** Commerce accepts as capital investment so-called “hard” costs (such as construction and renovations of buildings, and acquisition of equipment) and “soft” costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

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- *End of Exhibit A (SCOPE OF WORK)* -

Commerce Agreement No.: G0120**Exhibit B****AUDIT REQUIREMENTS**

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity

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for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room
401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request without cost. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Exhibit B**FUNDING RESOURCES**

FEDERAL RESOURCES AWARDED TO THE GRANTEE, AS REFERRED TO IN THIS EXHIBIT 1 TO EXHIBIT B AS SUBRECIPIENT, PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	N/A
Catalog of Federal Domestic Assistance Title	N/A
Catalog of Federal Domestic Assistance Number	N/A
Award Amount	N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through Commerce's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	Florida Department of Commerce
Catalog of State Financial Assistance Title	Economic Development Tax Refund, Tax Credit, and Grant Program.

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Catalog of State Financial Assistance Number	40.043
Award Amount	\$1,623,426.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
 FEIN: _____ Grantee's Fiscal Year: _____
 Contact Person Name and Phone Number: _____
 Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

 Signature of Authorized Representative

 Date

 Printed Name of Authorized Representative

 Title of Authorized Representative

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EXHIBIT D

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EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER’S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF COMMERCE
and _____

PROJECT DESCRIPTION:

Commerce Agreement
No.

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____
Name: _____
Title: _____

ENGINEER’S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned Engineer of Record certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish Commerce a set of “as-built” plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - f. Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
 - c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

Commerce Agreement No.: G0120

5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
 - a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

- Remainder of Page Intentionally Left Blank -



Business Park Drive / Runway Drive Collector Road
Proposed Alignment
Ormond Beach, Florida



1705 19th Place, Suite G-3 Vero Beach,
Florida 32960 PH: (772) 770-4707
FAX: (772) 770-4640 CA00008556

November 20, 2023

Dear Governor DeSantis,

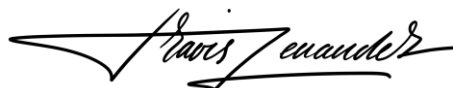
I am writing to express my support for the Florida Job Growth Grant Fund proposal prepared by the City of Ormond Beach for the construction of a secondary access road to the Ormond Beach Business Park from Pineland Trail Avenue. This road will provide a second entrance to the business park, which is essential for the existing industry located in the park to improve their ingress and egress efficiencies for employees, clients, and distribution of products.

In 2022 CO2Meter, Inc. relocated to our new headquarters at 105 Runway Drive, inside the Ormond Beach Business Park. One of the reasons we chose to stay in Ormond Beach and create our permanent headquarters here was the planned extension of Runway Drive to Pineland Trail. Providing easier access to our facility for staff, suppliers, and the community is an important part of our growth plan within the Ormond Beach community.

I believe that the benefits of this project will have a positive economic impact for Ormond Beach and our region. Additional access to the business park will improve traffic flow and reduce congestion, making it easier for our employees, partners, and suppliers to access the park. Projects like this help maintain the business park as a preferred business destination for existing business and it will help attract new businesses to the area, which will create jobs, capital investment and stimulate economic growth.

I strongly recommend that you support this infrastructure proposal for the City of Ormond Beach.

Sincerely,



Travis Lenander | CEO | CO2 Meter, Inc.

105 Runway Dr. | Ormond Beach, FL 32174

Office: 386-872-7665 | Cell: 817-688-6068 | www.co2meter.com



8 West Tower Circle
Ormond Beach, Florida 32174
Phone: 386-672-7335 • FAX: 386-672-7233
Email: entechsales@cfl.rr.com
www.EntechControlsCorp.com

December 7, 2023

Office of Governor Ron DeSantis
State of Florida
The Capitol
400 S. Monroe St.
Tallahassee, FL 32399-0001

Dear Governor DeSantis,

I am writing to express my support for the Florida Job Growth Grant Fund proposal prepared by the City of Ormond Beach for the construction of a secondary access road from the Ormond Beach Business Park to Pineland Trail Avenue. This road will provide a second entrance to the business park, which is essential for the existing industry located in the park to improve their ingress and egress efficiencies for employees, clients, and distribution of products. It is also a safety issue as any accident at the main park entrance blocks all ability to enter or leave the park for hundreds of people.

I believe that the benefits of this project will have a positive economic impact for the city and region. The additional access to the business park will improve traffic flow and reduce congestion, making it easier for employees, clients, and suppliers to access the park. Projects like these help maintain the business park as a preferred business address for existing business and it will help attract new businesses to the area, which will create jobs, capital investment and stimulate economic growth.

I strongly recommend that you support this infrastructure proposal for the City of Ormond Beach.

Sincerely,

Alan D. Jorczak

Alan D. Jorczak
President

ADJ/sdw



M&M CARNOT

December 5, 2023

Dear Governor DeSantis,

I am writing to express my support for the Florida Job Growth Grant Fund proposal prepared by the City of Ormond Beach for the construction of a secondary access road from the Ormond Beach Business Park to Pineland Trail Avenue. This road will provide another entrance to the business park, which is essential to our business as it will provide better access to our facility for employees, customers, and the distribution of our products. We currently have a 10,000 square foot facility with 29 employees with plans to expand the facility by 25% and increase head count by 20% in the next 3 years.

I believe that the benefits of this project will have a positive economic impact for the city and region. The additional entrance to the business park will improve traffic flow and reduce congestion, provide a secondary exit in case of an emergency, while making it easier for employees, customers, and suppliers to access the park. Projects like this help maintain the business park as a preferred business address for existing business, justify our expansion and it would help attract new businesses to the area, which will create jobs, capital investment and stimulate economic growth.

I strongly request that you support this infrastructure proposal for the City of Ormond Beach.

Sincerely,

John Condorodis
Managing Director, Controls
M&M Carnot



November 18, 2023

Dear Governor DeSantis,

I am writing to express my support for the Florida Job Growth Grant Fund proposal prepared by the City of Ormond Beach for the construction of a secondary access road from the Ormond Beach Business Park to Pineland Trail Avenue. This road will provide a second entrance to the business park, which is essential for the existing industry located in the park to improve their ingress and egress efficiencies for employees, clients, and distribution of products.

Command Medical Products has been in this park for over 30 years. We help enhance, sustain and save lives as a contract medical device manufacturer for many of the large medical device companies.

We have tripled in size over the past 10 years. This growth has included acquiring a second building within the park. We are on the verge of a very exciting time that could lead to additional significant growth through acquisitions. This will lead to additional capital investments and employee growth.

It has been several years since you visited our facility, but you are always welcome.

I believe that the benefits of this project will have a positive economic impact for the city and region. The additional access to the business park will improve traffic flow and reduce congestion, making it easier for employees, clients, and suppliers to access the park. Projects like these help maintain the business park as a preferred business address for existing business and it will help attract new businesses to the area, which will create jobs, capital investment and stimulate economic growth.

I strongly recommend that you support this infrastructure proposal for the City of Ormond Beach.

Sincerely,

A handwritten signature in blue ink, appearing to read "James D. Carnall", is written over a horizontal line.

James D. Carnall
President and COO
Command Medical Products, Inc



Praben Kurtzweil
Maxton Group
11 Aviator Way
Ormond Beach, FL 32174
praben@maxtongroup.com
386-761-1265

Monday, November 20, 2023

Governor Ron DeSantis
Office of the Governor
State of Florida
The Capitol
400 S. Monroe St.
Tallahassee, FL 32399-0001

Subject: Support for the Florida Job Growth Grant Fund Proposal – Second Entrance to Business Park

Dear Governor DeSantis,

I am writing on behalf of Maxton Group to express our enthusiastic support for the Florida Job Growth Grant Fund proposal prepared by the City of Ormond Beach, for construction of a secondary access road from the Ormond Beach Business Park to Pineland Trail Avenue. Over the years, we have experienced significant growth, and as of now, Maxton Group has expanded from our initial 30 employees in 2018 to a workforce exceeding 100, with an ongoing annual growth rate of 20-30 employees.

We believe that the addition of a second entrance to our business park, facilitated through the Florida Job Growth Grant Fund, holds immense potential to foster continued economic development, create jobs, and fortify the business environment in our community.

As our company has grown, so has our impact on the local economy. The proposed project aligns seamlessly with our commitment to contributing to the economic growth of our community. The improved accessibility and reduced traffic congestion resulting from the second entrance will not only benefit Maxton Group but also enhance the overall efficiency and convenience for our employees, clients, and suppliers.

We acknowledge and appreciate your administration's dedication to initiatives that promote economic development and job growth throughout the state. The Florida Job Growth Grant Fund has been instrumental in advancing these goals, and we are confident that supporting the inclusion of the second entrance project will amplify the positive impact of this program.

With the current pace of our expansion, our increased workforce is a testament to the success of our business model and the supportive business environment in Florida. We are proud to be part



MAXTON G R O U P

of this growth, and we believe that the proposed project will contribute significantly to our continued success and that of our community.

In conclusion, we wholeheartedly urge you to consider and support the inclusion of the second entrance project in the Florida Job Growth Grant Fund. This investment not only serves the interests of Maxton Group but also contributes substantially to the economic prosperity of our community and the state at large.

Thank you for your time, consideration, and ongoing commitment to the economic well-being of Florida. We look forward to witnessing the continued success and growth of our business community under your esteemed leadership.

Sincerely,

Praben Kurtzweil

Praben Kurtzweil
Director of Operations
Maxton Group, Inc.





Date & Time July 18, 2023 3:00 PM

[illegible]

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Alex Schumann
City Engineer

7/18/2023



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-43
Strategic Goal:	Economic Development		
Department:	Economic Development - Airport		
Subject:	FDOT Grant - Ormond Beach Airport Business Park Collector Road Extension Project		
Summary:	This is a resolution to authorize execution of a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) to fund construction services for the project to build Business Center Drive Phase II road at the Ormond Beach Municipal Airport. Approximately 920 linear feet of this roadway is within airport property and therefore eligible for an Economic Development PTGA with FDOT. This project involves construction of a new road from Pineland Trail to the Ormond Beach Municipal Airport and the adjacent Airport Business Park. The road has been designed to be a collector standard roadway. The Airport Business Park is home to approximately 48 businesses with 1,500+ employees and consists of over 870,000 square feet of industrial space. Over the last five years, several companies in the Business Park have expanded their operations or relocated to the Business Park. This project has broad support among the companies in the Park. This road will provide a second entrance to the Park for the ingress and egress of employees, deliveries, and clients of the existing industry located in the Park. This project provides an opportunity for an addition to the Park for the expansion of existing manufacturers and the attraction of target industries. This project is expected to contribute to the creation of net new jobs for the City in target industries like advanced manufacturing. It will generate private capital investment in these growing and expanding industries, which will increase tax revenue for the City and enhance the economic benefit the Airport and Airport Business Park provide to Ormond Beach.		
Financial Impact:	The total cost of construction, based upon bids received, is expected to be \$2,855,055. The City has received a funding commitment for this project from the State of Florida in the form of a Florida Job Growth		

	Infrastructure Grant in the amount of \$1,623,426. The PTGA presented for approval herein provides FDOT funding of 50% of the remainder in the amount of \$615,815. City funds derived from the Economic Development Fund 110 of \$411,000 and General Fund 001 reserves are available in the amount of \$204,815 for a match of \$615,815. This was a Fiscal Year 2022-2023 approved capital project and would require a budget amendment in the current fiscal year for the City match.
Citizen Impact:	The proposed extension will improve traffic and open the park to additional businesses, further enhancing the opportunity for job creation and private capital investment, which will increase tax revenue for the City.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission authorize execution of the PTGA with the Florida Department of Transportation to fund construction services for the project to build the Airport Business Park Collector Road Extension Project.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	1. 24-43 FDOT Grant Business Center Dr Road (P24-0021G) 2. FDOT Grant Agreement 3. Airport Business Park Collector Road Extension Final Engineering Plans 4. BID 2023-25 Bid Tabulation Record
Approval:	Kelly McGuire, Finance Director 2/8/2024 Claire Whitley, Assistant City Manager 2/8/2024 Joyce Shanahan, City Manager 2/15/2024

RESOLUTION NO. 2024-43

A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR CONSTRUCTION OF THE AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into a Public Transportation Grant Agreement with the Florida Department of Transportation ("FDOT") for the construction of the Airport Business Park collector road extension at the Ormond Beach Municipal Airport (the "Project"), and

WHEREAS, the total cost of the Project is \$2,855,055.00, and

WHEREAS, the State of Florida, Department of Commerce, has issued a Florida Job Growth Infrastructure Grant offer to the City to provide grant funding in the amount of \$1,623,426.00, and

WHEREAS, the Florida Department of Transportation ("FDOT") has issued a Public Transportation Grant Agreement ("PTGA") to provide grant funding in the amount of \$615,815.00, representing fifty percent (50%) of the remaining Project cost, and

WHEREAS, the City Manager has certified that funding for the city's matching fifty percent (50%) contribution of the remaining Project cost, will be made available through a budget amendment, from the Economic Development Fund in the amount of \$411,000.00, and

from the General Fund Reserves in the amount of \$204,815.00, and the funds are not appropriated for any other purpose, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Public Transportation Grant Agreement between the City and the Florida Department of Transportation regarding funding for the construction of the Airport Business Park collector road extension at the Ormond Beach Municipal Airport. A copy of said Public Transportation Grant Agreement is attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 19th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) <u>442491-1-94-01</u>	Fund(s): <u>Work Activity Code/Function:</u>	DPTO <u>215</u>	FLAIR Category: <u>088719</u>
	Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u>	Object Code: <u>751000</u>	Org. Code: <u>55052000531</u>
Contract Number: _____	Federal Award Date: <u>N/A</u>	Vendor Number: <u>VF596000398020</u>	
CFDA Number: <u>N/A</u>	Agency SAM/UEI Number: _____		
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.004</u>			
CSFA Title: <u>Aviation Grant Program</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Ormond Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Airport Access Road at Ormond Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

9. Project Cost:

- a. The estimated total cost of the Project is \$1,231,630. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$615,815 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Ormond Beach

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: Bill Partington

Name: C. Jack Adkins

Title: Mayor

Title: Director of Transportation Development

By: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Name: Joyce Shanahan

Daniel L. McDermott

Title: City Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Construction of an access road from Pineland Trail to the Ormond Beach Municipal Airport and adjacent airport business park. This Grant is to provide funds for reimbursement of the portion of the road located on Airport owned property.

B. Project Location (limits, city, county, map): Ormond Beach Municipal Airport/Ormond Beach, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Roadway Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, wayfinding signage improvements (includes conduits, lights, conductors, cans, lightning protection) drainage, stormwater structures, utilities, communication systems (conduit, fixtures, etc.), security fencing and gates, access control, landscaping and sodding, including all materials, equipment, labor, and incidentals required to complete the project.

"The specifics of the Project Scope for construction are described in and limited by the Final Engineered Plans identified as "Airport Business Park Collector Road Extension" at Ormond Beach Municipal Airport prepared by Zev Cohen & Associates, Inc., dated March 17, 2023, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

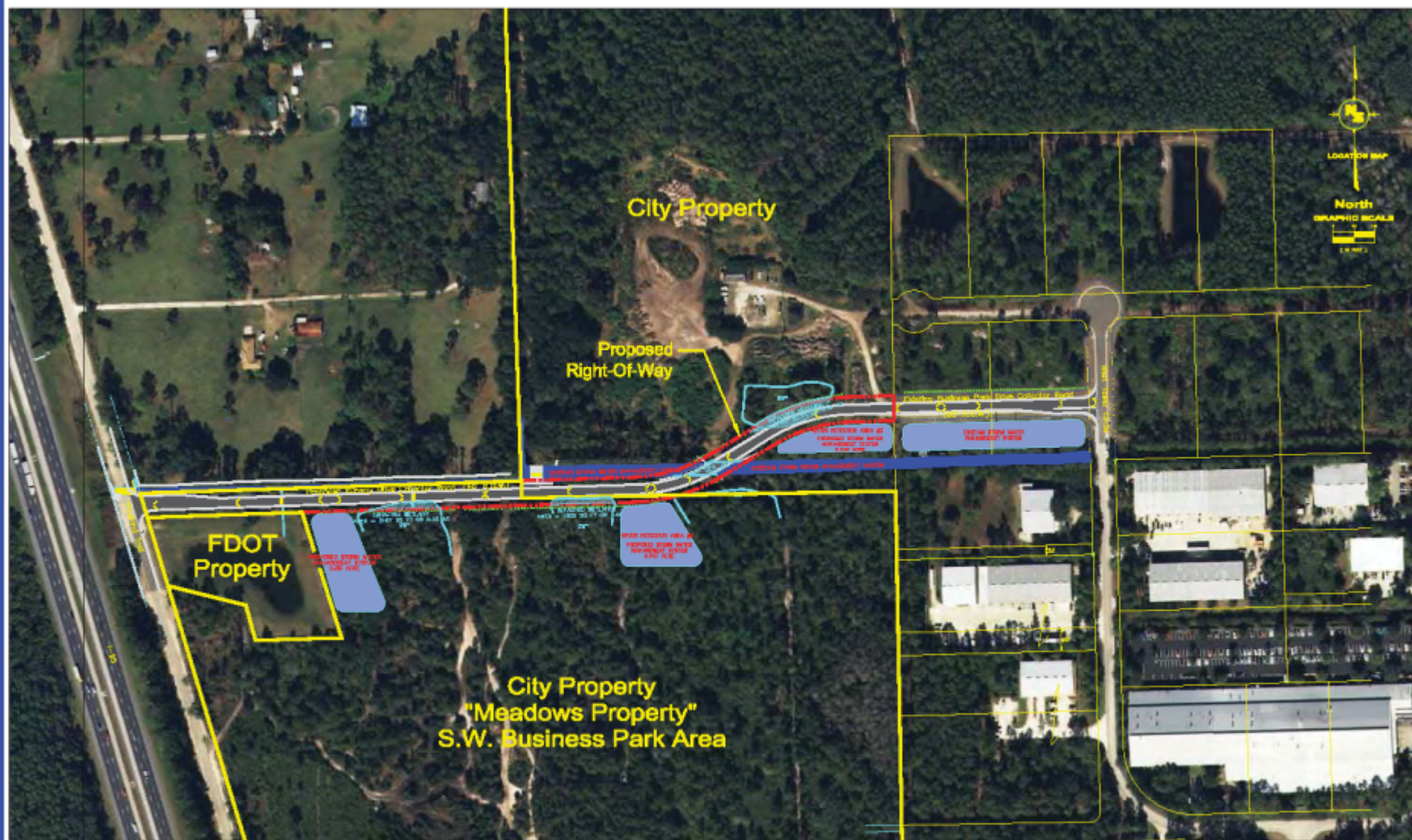
D. Deliverable(s): Final closeout documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



Business Park Drive / Runway Drive Collector Road
Proposed Alignment
Ormond Beach, Florida

NEEL-SCHAFFER
SOLUTIONS YOU CAN BUILD UPON
1705 19th Place, Suite G-3 Vero Beach,
Florida 32908 PH: (772) 770-4707
FAX: (772) 770-4840 CA00008556

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
442491-1-94-01	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$615,815.00
442491-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	\$615,815.00
Total Financial Assistance							\$1,231,630.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$615,815.00	\$615,815.00	\$0.00	\$1,231,630.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$615,815.00	\$615,815.00	\$0.00	\$1,231,630.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$615,815

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY OF ORMOND BEACH AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL FINAL ENGINEERING PLANS

OWNER:

CITY OF ORMOND BEACH
501 N. ORCHARD STREET
ORMOND BEACH, FL 32174
PHONE NUMBER (386) 676-3220
FAX NUMBER
CONTACT PERSON: SHAWN FINLEY, P.E.

e-mail: shawn.finley@ormondbeach.org

CIVIL ENGINEER:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: HALUK KILIC, P.E.

e-mail: hkilic@zevcohen.com

SURVEYOR:

UPHAM, INC.
265 KENILWORTH AVENUE
ORMOND BEACH, FL 32174
PHONE NUMBER (386) 672-9515
FAX NUMBER (386) 673-6554
CONTACT PERSON: ROGER W. STRCULA, P.E.

e-mail: rwstrcula@uphaminc.com

GEOTECHNICAL ENGINEER:

UNIVERSAL ENGINEERING SCIENCES, INC.
911 BEVILLE ROAD
SOUTH DAYTONA, FL 32119
PHONE NUMBER (386) 756-1105
FAX NUMBER (386) 760-4067
CONTACT PERSON: MICHAEL MOHNEY

e-mail: mmohney@universalengineering.com

SHEET INDEX:

- C1 KEY SHEET
- C2 EXISTING DRAINAGE MAP
- C3 PROPOSED DRAINAGE MAP
- C4 TYPICAL SECTIONS
- C5 SUMMARY OF PAY ITEMS
- C6 PROJECT CONTROL AND PROJECT LEGEND
- C7-C10 PROJECT LAYOUT AND PROFILE(S)
- C11 PINELAND TRAIL CONNECTION/INTERSECTION
- C12-C14 ROADWAY DRAINAGE AND STORMWATER PLANS
- C15-C17 GENERAL NOTES
- C18-C24 CONTROL STRUCTURE DETAILS AND SECTIONS
- C25-C26 STORMWATER POLLUTION PREVENTION PLAN
- C27-C29 SIGNAGE AND PAVEMENT MARKING PLAN
- C30-C31 PLAN AND CROSS SECTIONS



COMMISSIONERS

MAYOR
BILL PARTINGTON

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2

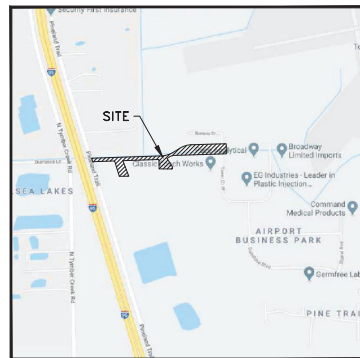
SUSAN PERSIS, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER
JOYCE SHANAHAN

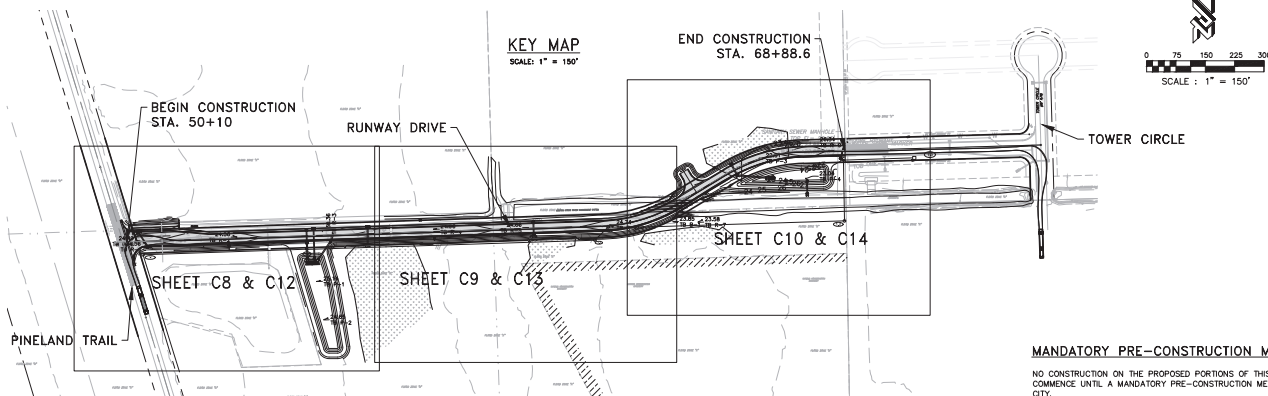
PROJECT STATEMENT OF INTENT

CONSTRUCTION OF APPROXIMATELY 1300 L.F. OF COLLECTOR ROADWAY FROM PINELAND TRAIL EASTWARD TO THE EXISTING ROADWAY SECTION CONNECTING TO TOWER CIRCLE. THIS WILL INCLUDE CONSTRUCTION OF STORM SEWER CONVEYANCE SYSTEMS AND TWO STORM WATER MANAGEMENT FACILITIES.

BID NO. 2023-25



VICINITY MAP
SCALE: 1" = 1000'



MANDATORY PRE-CONSTRUCTION MEETING NOTE:

NO CONSTRUCTION ON THE PROPOSED PORTIONS OF THIS PROJECT MAY COMMENCE UNTIL A MANDATORY PRE-CONSTRUCTION MEETING IS HELD WITH THE CITY.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	10/15/2023	HK	ISSUED FOR BIDDING
2	12/20/23	HK	FOR SUBMITTAL TO THE CITY
3	12/20/23	HK	FOR SUBMITTAL TO THE CITY
4	02/22/24	HK	FOR SUBMITTAL TO THE CITY
5	03/22/24	HK	FOR SUBMITTAL TO THE CITY
6	03/22/24	HK	FOR SUBMITTAL TO THE CITY
7	03/22/24	HK	FOR SUBMITTAL TO THE CITY
8	03/22/24	HK	FOR SUBMITTAL TO THE CITY
9	03/22/24	HK	FOR SUBMITTAL TO THE CITY
10	03/22/24	HK	FOR SUBMITTAL TO THE CITY

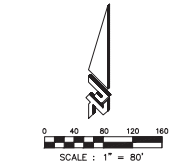
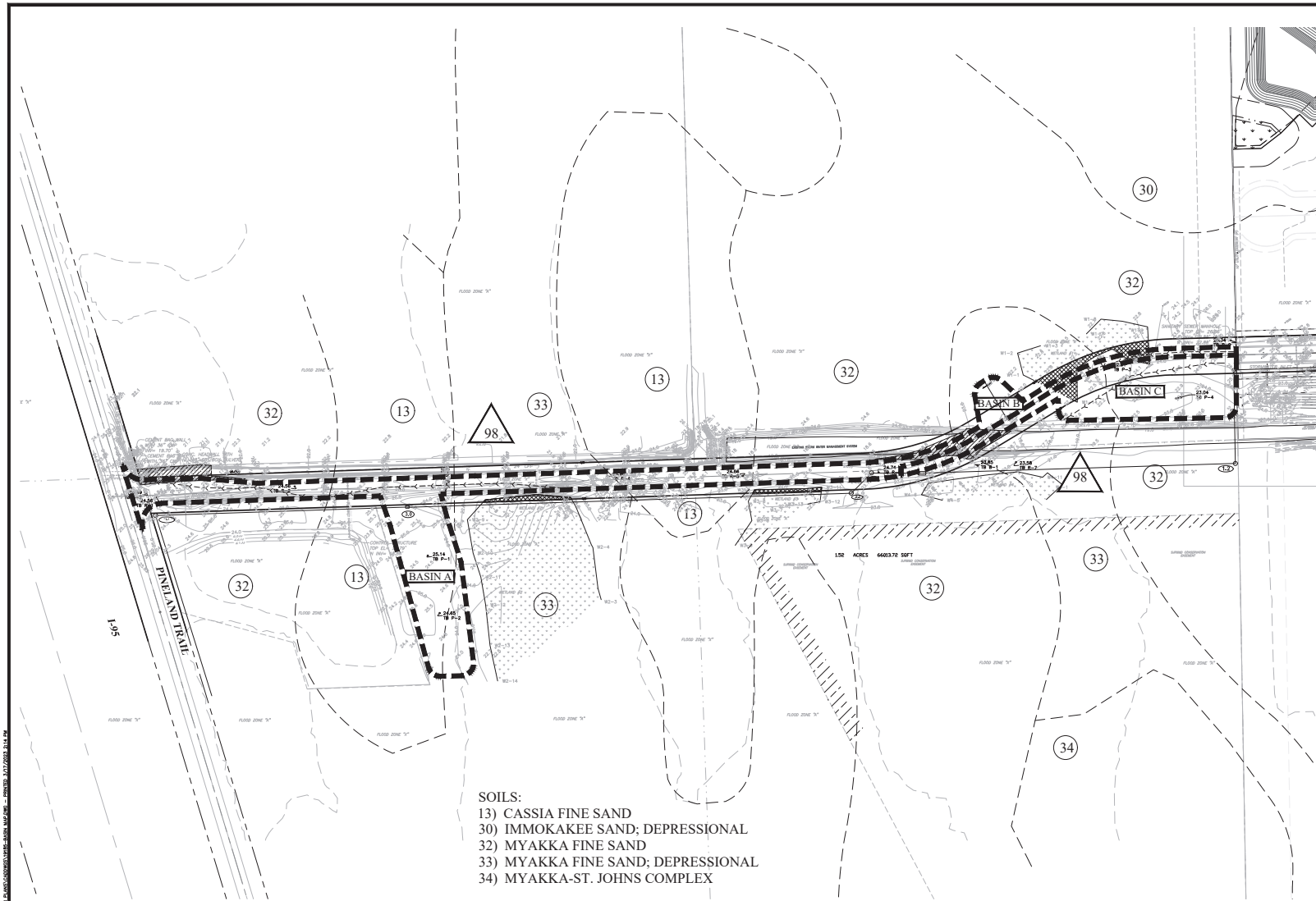
O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
KEY SHEET

PROJECT NO: 2023-25
DESIGNED BY: HK/ML
DRAWN BY: JML
CHECKED BY: HK
DRAWING FILE: 01-1918-KEY
WATER: XXXXX.DWG
WATER: XXXXX.DWG

HAZARD P.E. 10/18/00
NOT VALID FOR PRINTING

SHEET C1 OF 31

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LEGEND:

- SOIL BORING LOCATION (REFER TO GEOTECHNICAL REPORT)
- EXISTING WETLANDS
- PROPOSED DIRECT WETLAND IMPACT
- EXISTING CONSERVATION EASEMENT
- BASIN A BASIN NAME
- EX-1 NODE NAME
- BASIN BOUNDARY
- TIME OF CONCENTRATION
- 98 OUTFALL NODE
- SOIL BOUNDARY
- 12 SOIL TYPE



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	12/12/2018	HK	PRELIMINARY DRAINAGE MAP
2	12/12/2018	HK	DESIGN DRAINAGE MAP
3	12/12/2018	HK	FINAL DRAINAGE MAP
4	12/12/2018	HK	REVISIONS TO DRAINAGE MAP
5	12/12/2018	HK	REVISIONS TO DRAINAGE MAP
6	12/12/2018	HK	REVISIONS TO DRAINAGE MAP
7	12/12/2018	HK	REVISIONS TO DRAINAGE MAP
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99	12/12/2018	HK	REVISIONS TO DRAINAGE MAP
100	12/12/2018	HK	REVISIONS TO DRAINAGE MAP

**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
EXISTING DRAINAGE MAP**

PROJECT NO: 2018185
DESIGNED BY: HK/JML
DRAWN BY: JML
CHECKED BY: HK
DRAWING FILE: 10185-BASIN MAP
DATE: 10/18/2018
SHEET: 10185-BASIN MAP

SCALE: 1" = 80'
SHEET C2 OF 31

SUMMARY OF PAY ITEMS

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
101	MOBILIZATION/DEMOLITION	LS	1
102	SURVEY & LAYOUT	LS	1
103	SUBMIT CERTIFIED "AS-BUILT" DRAWINGS	LS	1
104	MAINTENANCE OF TRAFFIC	LS	1
105	CONSTRUCTION ENTRANCE	LS	1
106	EROSION, SEDIMENTATION, AND TURBIDITY CONTROL	LS	1
107	TREE PROTECTION	LS	1
108	CLEARING & GRUBBING	LS	1.0
109	PAVEMENT REMOVAL	SY	18
110	REMOVAL & DISPOSAL OF EXISTING 24" CMP STORM PIPE	LF	35
111	REMOVAL & DISPOSAL OF EXISTING CONCRETE ENDWALL	LS	1
112	REMOVAL & REPLACEMENT OF UNSUITABLE MATERIALS	CY	100
113	REMOVAL & REPLACEMENT OF ROCK MATERIAL	CY	100
114	IMPORT FILL (FILL, SPREAD AND COMPACTED)	CY	9,020
115	FDOT (4' DIA.) SANITARY SEWER MANHOLE	EA	1
116	8" PVC (SDR-26), ASTM D-3034 SANITARY SEWER MAIN	LF	43
117	CONNECTION TO EXISTING SANITARY SEWER MANHOLE	EA	1
118	CLASS III REINFORCED CONCRETE PIPE (RCP) - VARIOUS SIZES		
	A. 18" RCP	LF	217
	B. 24" RCP	LF	1,181
	C. 48" RCP	LF	389
119	DOUBLE 5' X 4' CONCRETE BOX CULVERT WITH HEADWALL	LS	1
120	FDOT TYPE "D" INLET WITH STEEL GRATE	EA	6
121	FDOT TYPE P5 INLET	EA	2
122	FDOT TYPE J (4' DIA.) STORM DRAIN JUNCTION BOX	EA	3
123	FDOT TYPE J (6'W X 18'L X 9'D) STORM DRAIN JUNCTION BOX	EA	1
124	RCP MITERED END SECTION - VARIOUS SIZES		
	A. 18" RCP MES	EA	1
	B. 24" RCP MES	EA	3
125	END WALLS - VARIOUS SIZES		
	A. 18" STRAIGHT CONCRETE END WALL	EA	1
	B. 24" STRAIGHT CONCRETE END WALL	EA	2
126	DRAINAGE CONTROL STRUCTURE	EA	2
127	ASPHALTIC CONCRETE PAVEMENT, SURFACE COURSE, SP-9.5 (1 - 1/2")	TONS	465
128	6" LIMEROCK BASE COURSE	SY	5,616
129	6" SUBBASE STABILIZED TO LBR-40 98% ASSHTO	SY	5,616
130	FDOT CURB AND GUTTERS - VARIOUS SIZES		
	A. FDOT TYPE F CURB	LF	3,893
	B. FDOT TYPE F CURB/FLARED END	LF	12
	C. FDOT VALLEY GUTTER	LF	212
131	FDOT GUARDRAIL	LF	1,567
132	KEYSTONE RETAINING WALL	LS	1
133	REMOVE & REPLACE PERMANENT FENCE	LF	60
134	SIGNAGE AND STRIPING	LS	1
135	FDOT TYPE III BARRICADE	EA	1
136	BAHIA SOD	SY	11,152



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	12/20/20	HC	ISSUED FOR CONSTRUCTION
2	12/20/20	HC	ISSUED FOR CONSTRUCTION
3	12/20/20	HC	ISSUED FOR CONSTRUCTION
4	12/20/20	HC	ISSUED FOR CONSTRUCTION
5	12/20/20	HC	ISSUED FOR CONSTRUCTION
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7	12/20/20	HC	ISSUED FOR CONSTRUCTION
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17	12/20/20	HC	ISSUED FOR CONSTRUCTION
18	12/20/20	HC	ISSUED FOR CONSTRUCTION
19	12/20/20	HC	ISSUED FOR CONSTRUCTION
20	12/20/20	HC	ISSUED FOR CONSTRUCTION

O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
SUMMARY OF PAY ITEMS

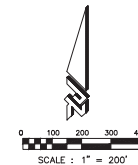
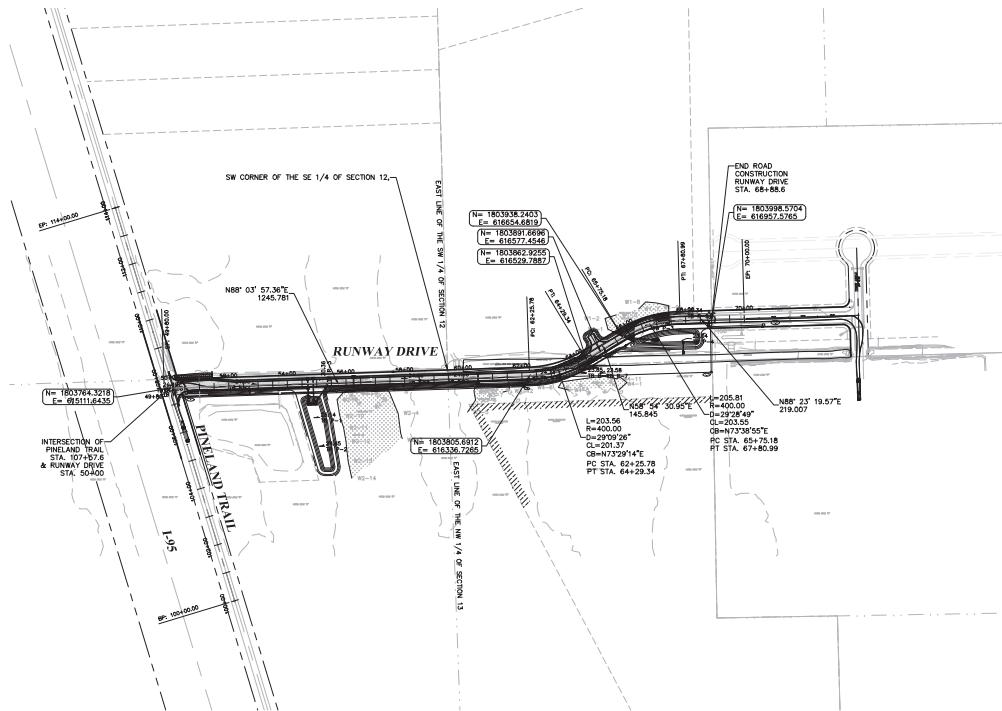
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DESIGNED BY: HKJML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: 02_1918-SCP
WFP'S: XXXXX.DWG
WFP'S: XXXXX.DWG

HAUL (B.C. P.2. 10/10/18)
NOT VALID WITHOUT SEAL

- LEGEND
- ORB ----- Official Records Book
P.B. ----- Plat Book
Pg(s). ----- Page(s)
S/R ----- Set 1/2" Iron Rod LB7768
F/P ----- Found Iron Pipe
F/R ----- Found Iron Rod
F/NL ----- Found Nail
F/LW ----- Found Lighter Wood Post
CLF ----- Chain Link Fence
HDP ----- High Density Polyethylene
TYP ----- Transformer
Inv ----- Invert Elevation
Elev ----- Elevation
G/I ----- Grate Top Inlet
Cone ----- Concrete
S ----- Sanitary Sewer Manhole
S ----- Storm Drainage Manhole
T ----- Telephone Manhole
T ----- Traffic Signal Post
T ----- Traffic Signal Box
U ----- Utility Pole
A ----- Guy Anchor
E ----- Electric Pedestal
F ----- Fiber Optic Pedestal
E ----- Electric Transmission Tower
T ----- Telephone Handhole
F ----- Fiber Optic Handhole
E ----- Electric Switch Box
T ----- Telephone Junction Box
W ----- Water Meter
R ----- Residential Water Meter
E ----- Electric Meter
G ----- Gas Meter
W ----- Water Gate Valve
R ----- Residential Water Gate Valve
G ----- Gas Gate Valve
F ----- Force Main Gate Valve
F ----- Force Main Air Release Valve
W ----- Water Service
S ----- Sewer Service
H ----- Fire Hydrant
U ----- Overhead Utility Lines
- L=LENGTH
R=RADIUS
D=DELTA
CL=CHORD DISTANCE
CB=CHORD BEARING

LEGEND:

- EXISTING WETLANDS
PROPOSED DIRECT WETLAND IMPACT
PROPOSED STREAM IMPACT
CONSERVATION EASEMENT
PROPOSED ASPHALT PAVEMENT
PROPOSED STORMWATER INLET
PROPOSED STORMWATER MANHOLE
PROPOSED MES



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

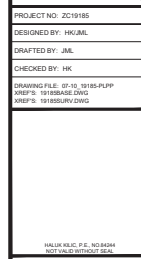
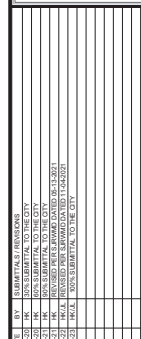
NO.	DATE	BY	DESCRIPTION
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2	12/20/18	HK	DESIGN DEVELOPMENT TO THE CITY
3	12/20/18	HK	DESIGN DEVELOPMENT TO THE CITY
4	12/20/18	HK	DESIGN DEVELOPMENT TO THE CITY
5	12/20/18	HK	DESIGN DEVELOPMENT TO THE CITY
6	12/20/18	HK	DESIGN DEVELOPMENT TO THE CITY
7	12/20/18	HK	DESIGN DEVELOPMENT TO THE CITY
8	12/20/18	HK	DESIGN DEVELOPMENT TO THE CITY
9	12/20/18	HK	DESIGN DEVELOPMENT TO THE CITY
10	12/20/18	HK	DESIGN DEVELOPMENT TO THE CITY

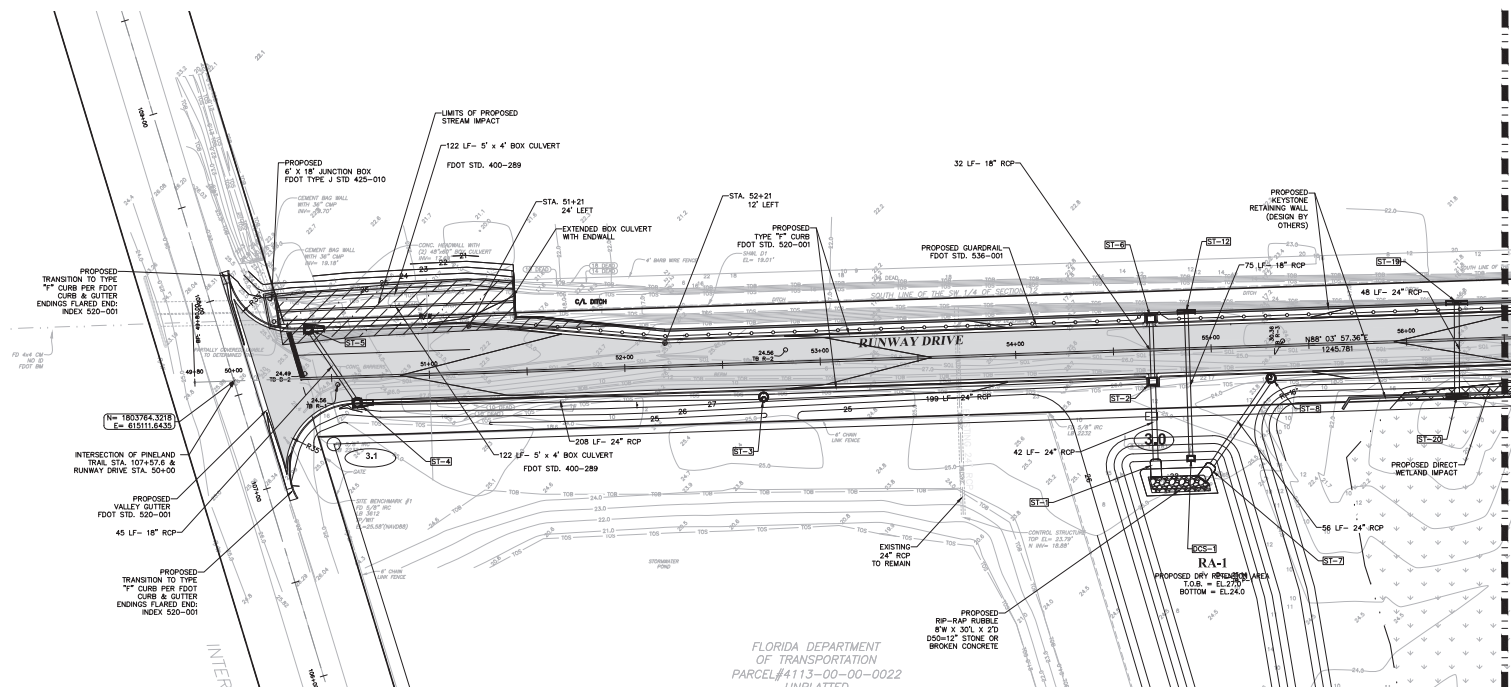
O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
PROJECT CONTROL AND
PROJECT LEGEND

PROJECT NO: 2019185
DESIGNED BY: HK/ML
DRAWN BY: JML
CHECKED BY: HK
DRAWING FILE: 06 10185-PCP
DATE: 10/18/2018
DATE: 10/18/2018
DATE: 10/18/2018

HAUL BULK P.C. 10/18/2018
NOT VALID WITHOUT SEAL

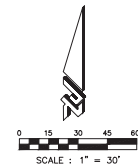
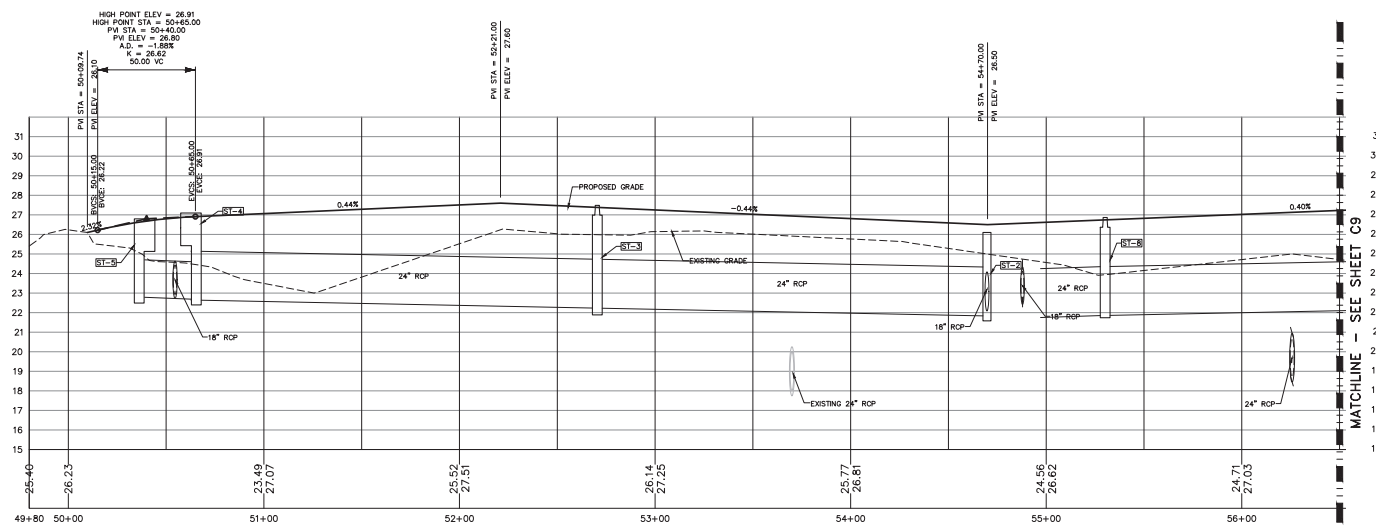
SHEET C6 OF 31





RUNWAY DRIVE PLAN & PROFILE

PLAN VIEW: 1"=30'
PROFILE VIEW: HORIZ: 1"=30'
VERT: 4"=1'



LEGEND:

- | | |
|--|--------------------------------|
|  | PROPOSED ASPHALT PAVEMENT |
|  | EXISTING WETLANDS |
|  | PROPOSED DIRECT WETLAND IMPACT |
|  | PROPOSED STREAM IMPACT |
|  OR  | PROPOSED STORMWATER INLET |
|  | PROPOSED STORMWATER MANHOLE |
|  | PROPOSED MES |
|  | PROPOSED GUARDRAIL |
|  | PROPOSED RIP-RAP |

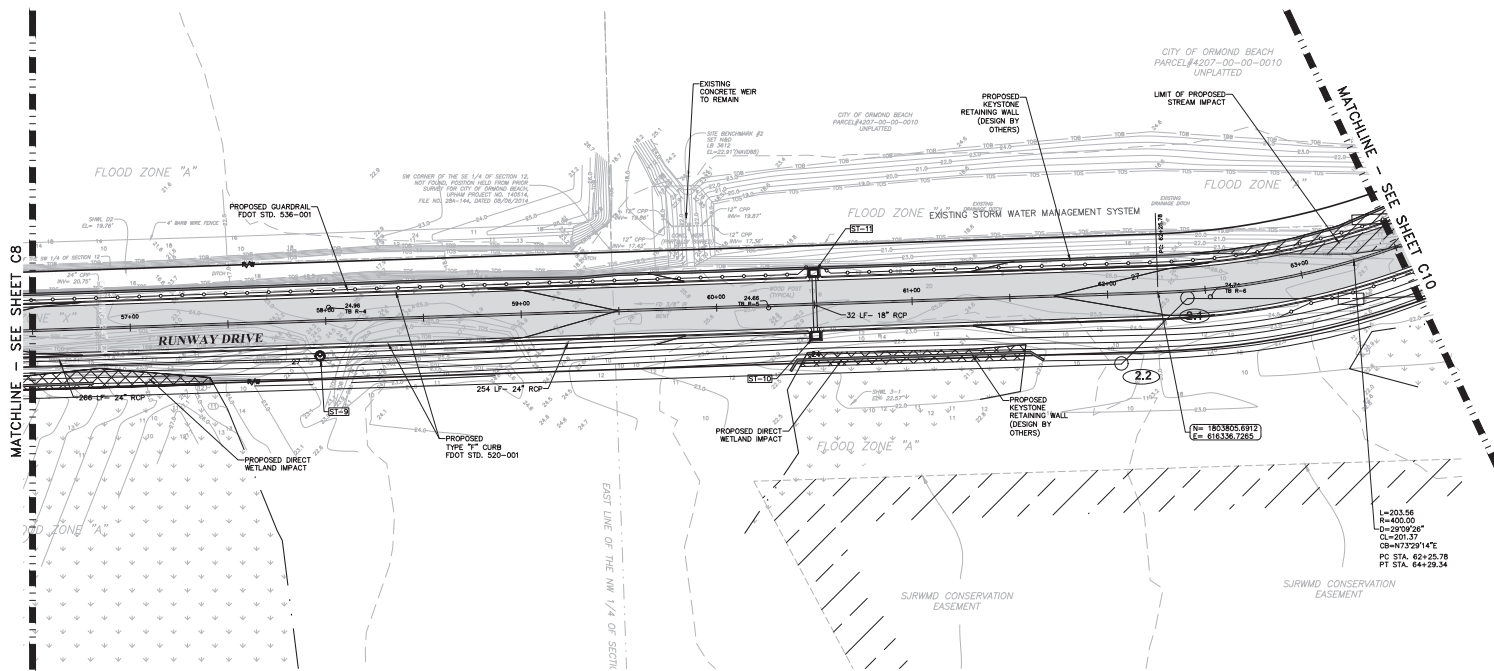
NO.	DATE	BY	SUBMITTALS/REVISIONS
1	09-11-20	HK	30% SUBMITTAL TO THE CITY
2	12-31-20	HK	60% SUBMITTAL TO THE CITY
3	04-30-21	HK	90% SUBMITTAL TO THE CITY
4	09-27-21	HK	REVISED PER S.W.M.D. DATA
5	11-03-21	HK/L	REVISED PER S.W.M.D. DATA
6	03-17-23	HK/L	100% SUBMITTAL TO THE CITY

D.B. AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION FINAL ENGINEERING PLANS PROJECT LAYOUT AND PROFILE

PROJECT NO: ZC19185
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: 07-10_19185-PLFF XREF'S: 19185BASE.DWG XREF'S: 19185SURV.DWG

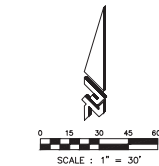
HALUK KILIC, P.E., NO.8424
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SHEET: C8 OF 31



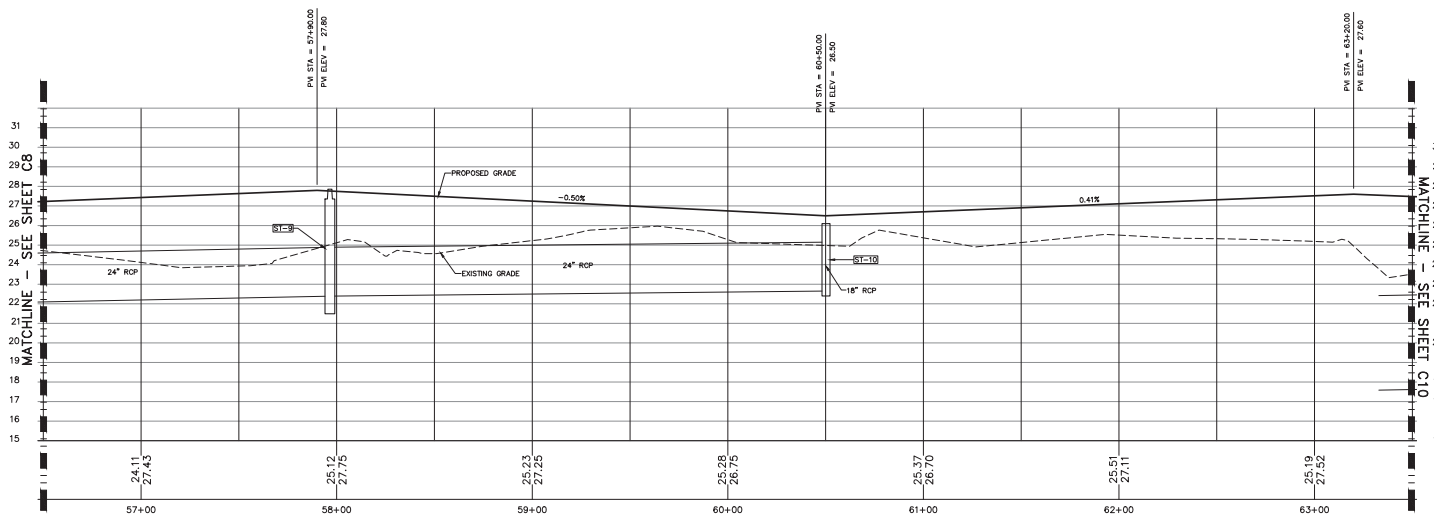
RUNWAY DRIVE PLAN & PROFILE

PLAN VIEW: 1"=30'
PROFILE VIEW: HORIZ 1"=30'
VERT 1"=3'



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- EXISTING WETLANDS
- PROPOSED DIRECT WETLAND IMPACT
- PROPOSED STREAM IMPACT
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED GUARDRAIL
- PROPOSED RIP-RAP



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

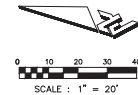
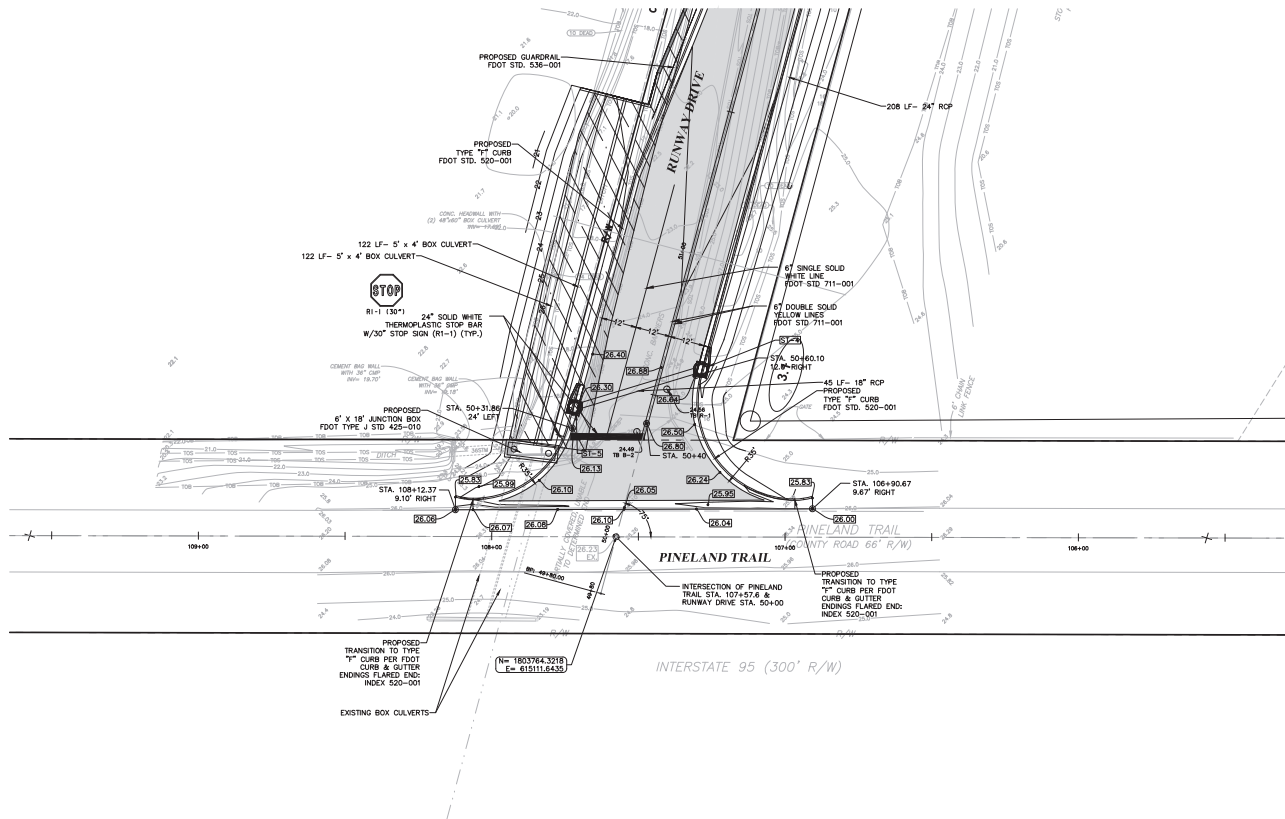
NO.	DATE	BY	DESCRIPTION
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2	12/22/20	HK	DESIGN DEVELOPMENT
3	12/22/20	HK	DESIGN DEVELOPMENT
4	12/22/20	HK	DESIGN DEVELOPMENT
5	12/22/20	HK	DESIGN DEVELOPMENT
6	12/22/20	HK	DESIGN DEVELOPMENT
7	12/22/20	HK	DESIGN DEVELOPMENT
8	12/22/20	HK	DESIGN DEVELOPMENT
9	12/22/20	HK	DESIGN DEVELOPMENT
10	12/22/20	HK	DESIGN DEVELOPMENT

**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
PROJECT LAYOUT AND
PROFILE**

PROJECT NO: 2019085
DESIGNED BY: HK/JML
DRAWN BY: JML
CHECKED BY: HK
DRAWING FILE: 01-10_19185-PUMP
APP'D: 10/10/2020 (JML)
APP'D: 10/10/2020 (JML)

SHEET **C9** OF **31**

IN WFLA, OR, AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION & INTERSECTION WITH PINELAND TRAIL - 2/27/2018 - 11:14 PM



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED STREAM IMPACT
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- E.G. EXISTING GRADE LABEL

- NOTES:
- SEE SHEET C14 FOR STORMWATER STRUCTURE TABLES.
 - CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

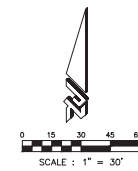
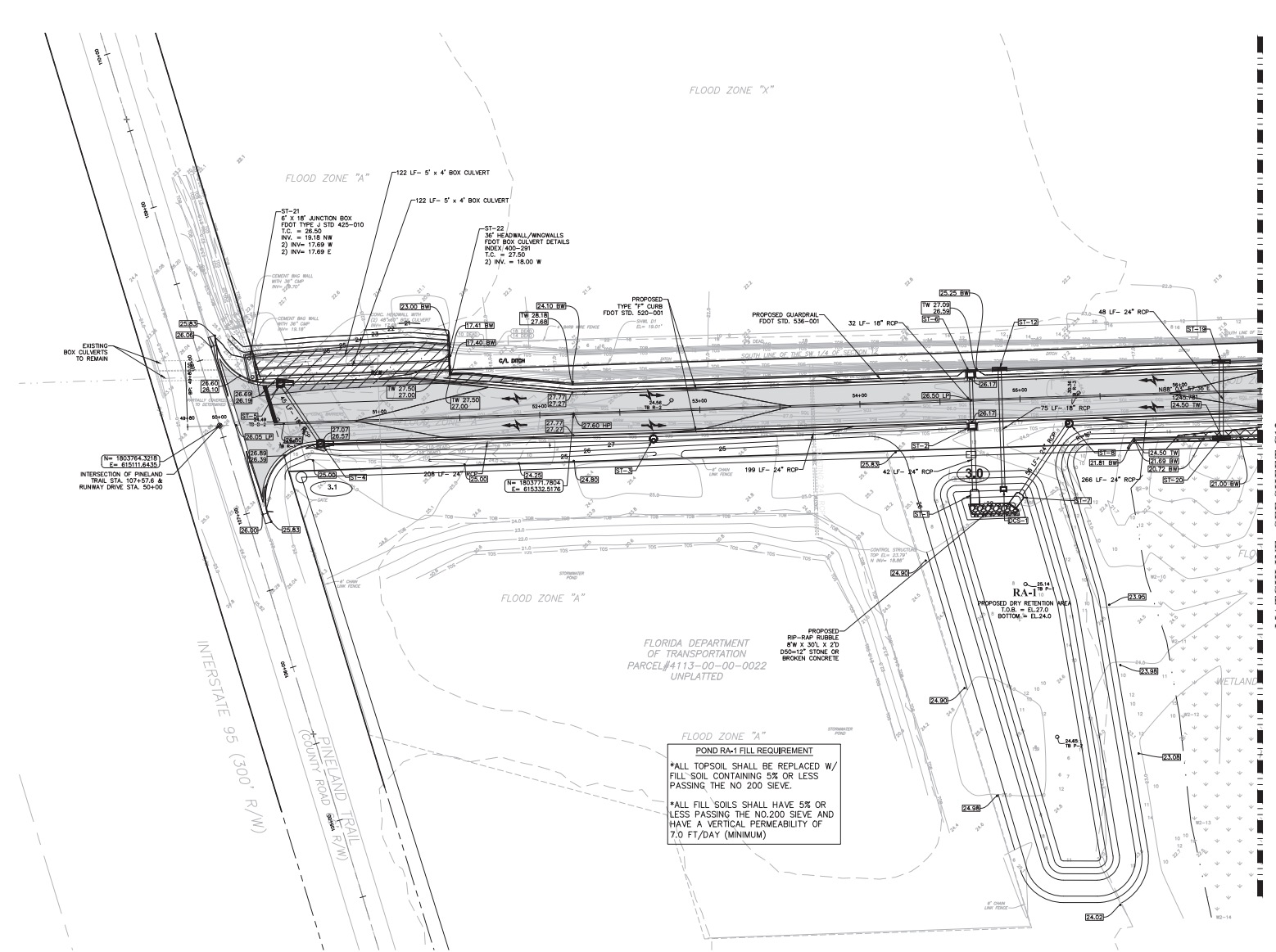
NO.	DATE	BY	DESCRIPTION
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2	12/12/18	HK	DESIGN CHANGES TO THE CITY
3	12/20/18	HK	PROPOSED PILE CAPS AND PILES
4	12/22/18	HK	PROPOSED PILE CAPS AND PILES
5	12/22/18	HK	PROPOSED PILE CAPS AND PILES
6	12/22/18	HK	PROPOSED PILE CAPS AND PILES
7	12/22/18	HK	PROPOSED PILE CAPS AND PILES
8	12/22/18	HK	PROPOSED PILE CAPS AND PILES
9	12/22/18	HK	PROPOSED PILE CAPS AND PILES
10	12/22/18	HK	PROPOSED PILE CAPS AND PILES

O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
PINELAND TRAIL
CONNECTION-INTERSECTION
VOLusia COUNTY, FLORIDA
CITY OF DAVENPORT

PROJECT NO: 2018185
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: 11-1818-PTC1
DATE: 11/18/18
XREF: 11-1818-PTC1

HAULING PILE PILES
NOT VALID WITHOUT SEAL

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LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED DIRECT WETLAND IMPACT
- PROPOSED STREAM IMPACT
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- EXISTING GRADE LABEL
- PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED GUARDRAIL
- PROPOSED RIP-RAP

- NOTES:**
1. SEE SHEET C14 FOR STORMWATER STRUCTURE TABLES.
 2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.

MATCHLINE - SEE SHEET C13

FLORIDA DEPARTMENT OF TRANSPORTATION
PARCEL#4113-00-00-0022
UNPLATTED

FLOOD ZONE "A"
POND RA-1 FILL REQUIREMENT
*ALL TOPSOIL SHALL BE REPLACED W/ FILL SOIL CONTAINING 5% OR LESS PASSING THE NO.200 SIEVE.
*ALL FILL SOILS SHALL HAVE 5% OR LESS PASSING THE NO.200 SIEVE AND HAVE A VERTICAL PERMEABILITY OF 7.0 FT/DAY (MINIMUM)

ZEVI COHEN & ASSOCIATES, P.C.
Professional Engineers
Professional Land Surveyors
Professional Planners
Professional Architects

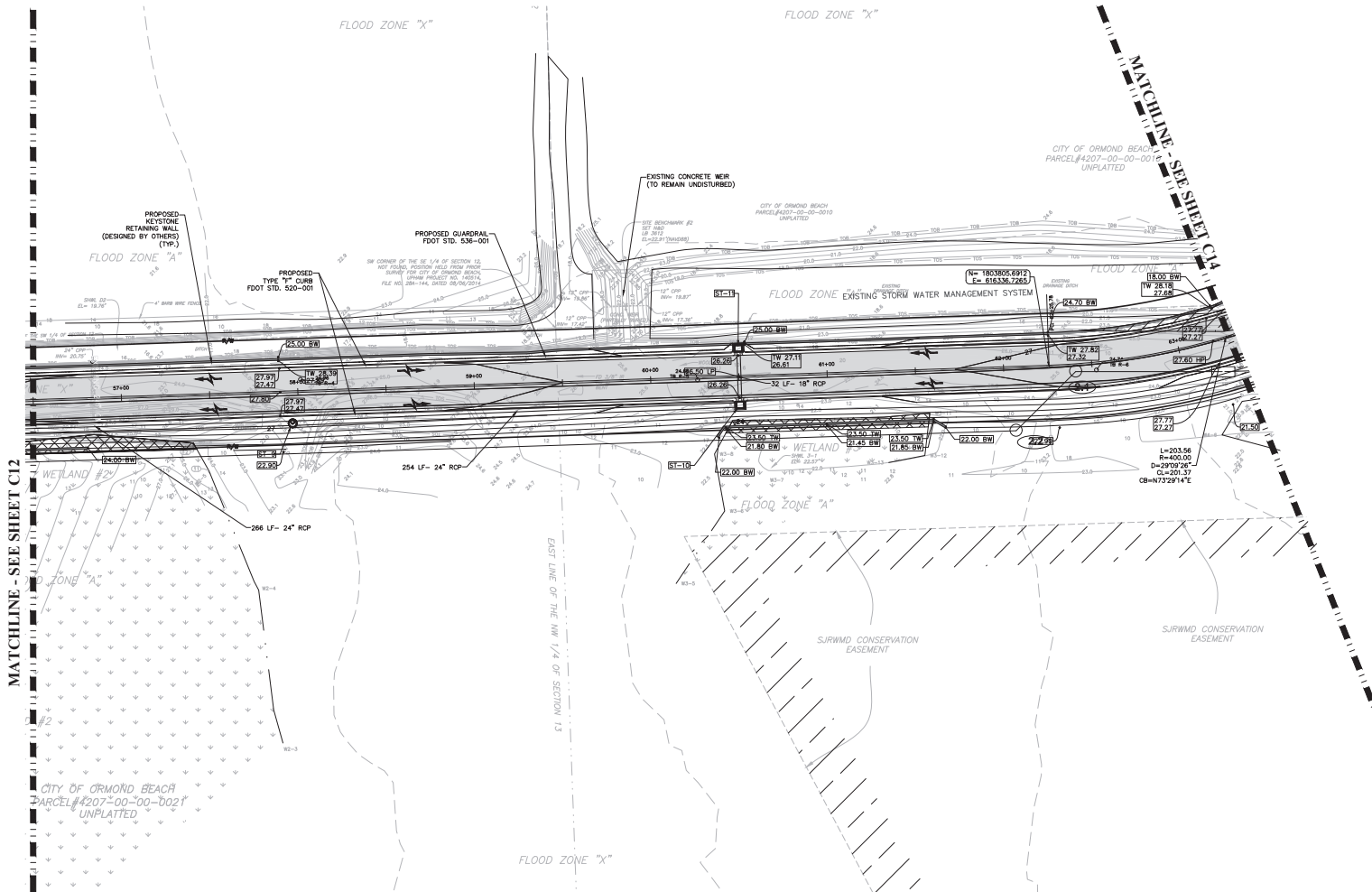
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
ROAD DRAINAGE AND
STORMWATER PLAN**

PROJECT NO: 2019185
DESIGNED BY: HJH/JML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: 13-14_19185-RDGP
DATE: 10/15/2019
REVISED BY: JML
REVISED DATE: 10/15/2019

CITY OF DUNEDIN, FLORIDA
COUNTY OF DUNEDIN, FLORIDA

SHEET **C12** OF **31**SCALE: 1" = 30'



LEGEND:

- EXISTING CONSERVATION EASEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED DIRECT WETLAND IMPACT
- PROPOSED STREAM IMPACT
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- EXISTING GRADE LABEL
- PROPOSED FLOW DIRECTION
- PROPOSED GUARDRAIL

NOTES:
1. SEE SHEET C14 FOR STORMWATER STRUCTURE TABLES.
2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	12/15/2018	HK	ISSUED FOR PERMIT TO THE CITY
2	12/15/2018	HK	FOR SUBMITTAL TO THE CITY
3	12/15/2018	HK	FOR SUBMITTAL TO THE CITY
4	12/15/2018	HK	FOR SUBMITTAL TO THE CITY
5	12/15/2018	HK	FOR SUBMITTAL TO THE CITY
6	12/15/2018	HK	FOR SUBMITTAL TO THE CITY
7	12/15/2018	HK	FOR SUBMITTAL TO THE CITY
8	12/15/2018	HK	FOR SUBMITTAL TO THE CITY
9	12/15/2018	HK	FOR SUBMITTAL TO THE CITY
10	12/15/2018	HK	FOR SUBMITTAL TO THE CITY

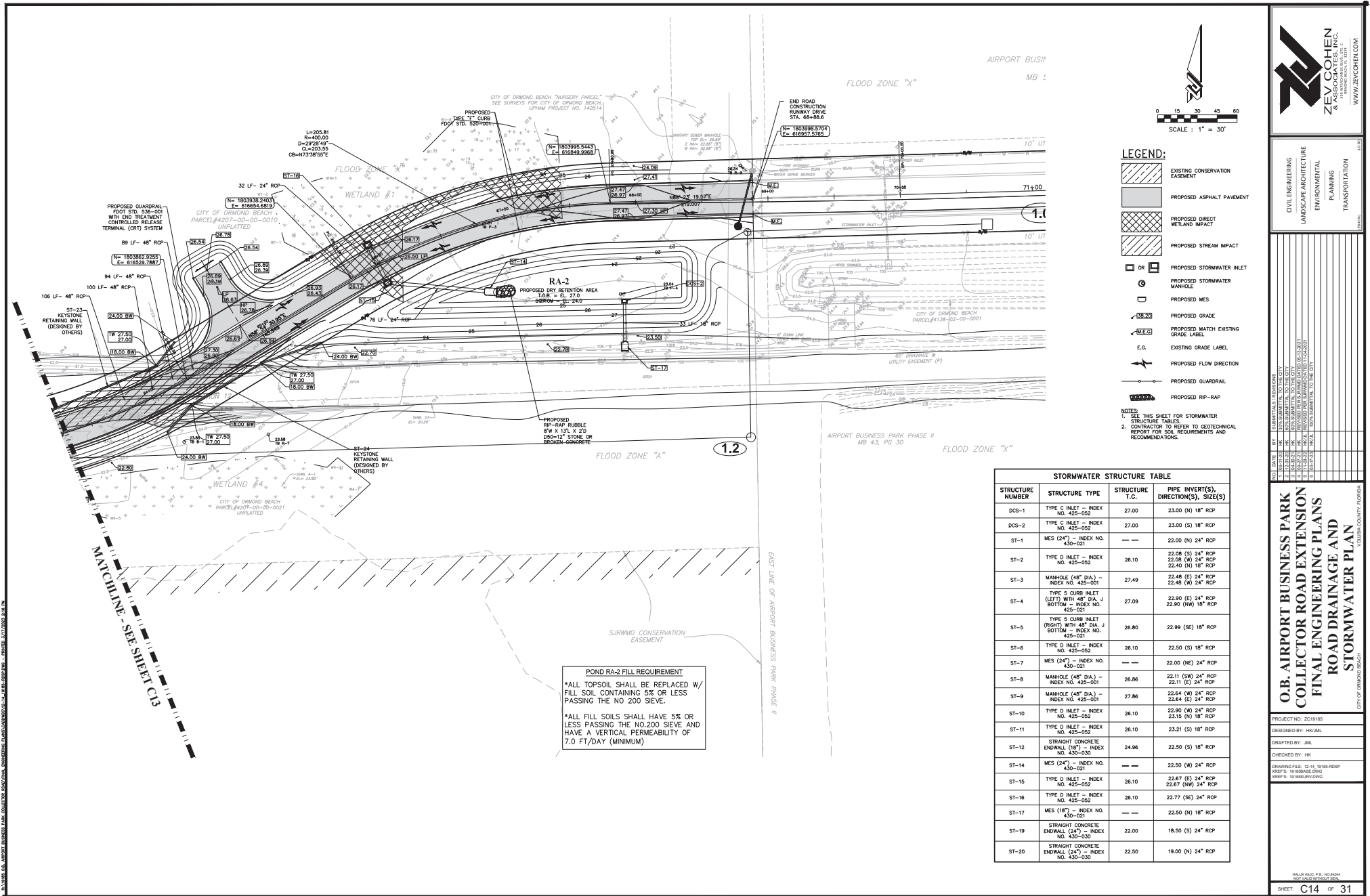
O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
ROAD DRAINAGE AND
STORMWATER PLAN
CITY OF ORMOND BEACH
VOLusia COUNTY, FLORIDA

PROJECT NO: 2018185
DESIGNED BY: HK/ML
DRAWN BY: JLM
CHECKED BY: HK

DRAWING FILE: 13-14_18185-RDOP
DATE: 12/15/2018
XREF: 13-14_18185-RDOP

HAUL BULK P.C. 10/10/18
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SHEET C13 OF 31



STORMWATER STRUCTURE TABLE			
STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
DCS-1	TYPE C INLET - INDEX NO. 425-052	27.00	23.00 (N) 18" RCP
DCS-2	TYPE C INLET - INDEX NO. 425-052	27.00	23.00 (S) 18" RCP
ST-1	MES (24") - INDEX NO. 430-021	---	22.00 (N) 24" RCP
ST-2	TYPE D INLET - INDEX NO. 425-052	26.10	22.08 (S) 24" RCP 22.08 (W) 24" RCP 22.40 (N) 18" RCP
ST-3	MANHOLE (48" DIA.) - INDEX NO. 425-001	27.49	22.48 (E) 24" RCP 22.48 (W) 24" RCP
ST-4	TYPE S CURB INLET (LEFT) WITH 48" DIA. J BOTTOM - INDEX NO. 425-021	27.09	22.90 (E) 24" RCP 22.90 (NW) 18" RCP
ST-5	TYPE S CURB INLET (RIGHT) WITH 48" DIA. J BOTTOM - INDEX NO. 425-021	26.80	22.99 (SE) 18" RCP
ST-6	TYPE D INLET - INDEX NO. 425-052	26.10	22.50 (S) 18" RCP
ST-7	MES (24") - INDEX NO. 430-021	---	22.00 (NE) 24" RCP
ST-8	MANHOLE (48" DIA.) - INDEX NO. 425-001	26.86	22.11 (SW) 24" RCP 22.11 (E) 24" RCP
ST-9	MANHOLE (48" DIA.) - INDEX NO. 425-001	27.86	22.64 (S) 24" RCP 22.64 (E) 24" RCP
ST-10	TYPE D INLET - INDEX NO. 425-052	26.10	22.90 (W) 24" RCP 23.15 (N) 18" RCP
ST-11	TYPE D INLET - INDEX NO. 425-052	26.10	23.21 (S) 18" RCP
ST-12	STRAIGHT CONCRETE ENDWALL (18") - INDEX NO. 430-030	24.96	22.50 (S) 18" RCP
ST-14	MES (24") - INDEX NO. 430-021	---	22.50 (W) 24" RCP
ST-15	TYPE D INLET - INDEX NO. 425-052	26.10	22.67 (E) 24" RCP 22.67 (NW) 24" RCP
ST-16	TYPE D INLET - INDEX NO. 425-052	26.10	22.77 (SE) 24" RCP
ST-17	MES (18") - INDEX NO. 430-021	---	22.50 (N) 18" RCP
ST-19	STRAIGHT CONCRETE ENDWALL (24") - INDEX NO. 430-030	22.00	18.50 (S) 24" RCP
ST-20	STRAIGHT CONCRETE ENDWALL (24") - INDEX NO. 430-030	22.50	19.00 (N) 24" RCP



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
2	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
3	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
4	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
5	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
6	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
7	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
8	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
9	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY
10	12/12/2011	ME	DESIGN DEVELOPMENT TO THE CITY

O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
ROAD DRAINAGE AND
STORMWATER PLAN

PROJECT NO. 20110185
DESIGNED BY: HJ/MJL
DRAWN BY: JAM
CHECKED BY: HK

DRAWING FILE: C14_10185-RDPP
DATE: 11/15/2011
DRAWN BY: JAM
CHECKED BY: HK

SHEET C14 OF 31

GENERAL NOTES	
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS), AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.	
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.	
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.	
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.	
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.	
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.	
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.	
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.	
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.	
10. CONSTRUCTION SITES THAT DISTURB AREAS OF SHORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.	
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES	
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.	
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.	

	STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M-2
		MAY 2020

1. CONSTRUCTION STANDARDS FOR ALL DRAINAGE SYSTEM COMPONENTS SHALL CONFORM TO THE LATEST EDITION OF THE "FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND AS SPECIFIED HEREIN.	
2. ALL STORM WATER PIPES AND STRUCTURES SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.	
3. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW THE COMPONENT BEING INSTALLED.	
4. ALL PIPES AND STRUCTURES SHALL BE PLACED TRUE TO LINES AND GRADES AS DEPICTED ON THE APPROVED PLANS.	
5. ALL PIPE JOINTS SHALL BE PROPERLY HONED AND FILTER FABRIC LINED USING A METHOD TO HOLD THE FABRIC IN PLACE DURING BACKFILL.	
6. BACKFILL AND COMPACT TO THE SPRING-LINE (CENTER OF PIPE) ELEVATION AND REQUEST CITY INSPECTION AND APPROVAL BEFORE CONTINUING.	
7. ALL WORK COVERED WITHOUT CITY INSPECTION WILL BE REQUIRED TO BE EXCAVATED AND INSPECTED AT THE CONTRACTOR'S EXPENSE.	
8. TRENCHES SHALL BE BACKFILLED AND COMPACTED WITH CLEAN GRANULAR MATERIAL IN MAX 6" LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 95 PERCENT (AASHTO-T180) IN UNPAVED AREAS.	
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS AT POINTS 1' ABOVE THE PIPE AND AT A MAX. 1' VERTICAL INTERVALS TO FINISH GRADE, AT A MAXIMUM SPACING OF 100 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY'S INSPECTOR.	
10. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE (RCP), HIGH DENSITY POLYETHYLENE (HDPE), POLYVINYL CHLORIDE (PVC) OR ALUMINUM CORRUGATED METAL PIPE (ACMP), AS SHOWN ON THE PLANS.	
11. STORM DRAINAGE PIPES WITHIN PUBLIC RIGHT-OF-WAY SHALL BE A MINIMUM OF FIFTEEN (15) INCH RCP DIAMETER OR EQUIVALENT.	
12. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION.	

	STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST-1A
		MAY 2020

13. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF.	
14. WET DETENTION PONDS SHALL BE EIGHT (8) FEET MINIMUM TO TWELVE (12) FEET MAXIMUM DEPTH BELOW THE DESIGN LOW OR NORMAL WATER STAGE.	
15. MAXIMUM DISTANCES BETWEEN INLETS AND/OR JUNCTION BOXES:	
PIPES SIZE (INCHES)	LENGTH OF RUN (FEET)
15	150
18	300
24 OR GREATER	400
16. ALL SWALES, DITCHES, AND DRY DETENTION POND SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (H:V) AND SHALL BE SODDED.	
17. ALL RETENTION POND BACKSLOPES SHALL BE NO STEEPER THAN 3:1 (H:V) AND SHALL BE SODDED.	
18. NORMAL ROADSIDE SWALES SHALL BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.	
19. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.	
20. A MINIMUM ONE FOOT (1') FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND WET RETENTION PONDS.	
21. A MINIMUM SIX INCH (6") FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND DRY DETENTION PONDS.	
22. POND INFLOW SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.	
23. OUTLET STRUCTURES ARE REQUIRED ON ALL PONDS. ALL OUTLET STRUCTURES SHALL BE PERMANENT CONCRETE OVERFLOW WEIRS OR CONCRETE OUTLET CONTROL STRUCTURES. NO SODDED WEIRS OR OTHER NON-PERMANENT OVERFLOW STRUCTURES SHALL BE ALLOWED.	
24. SOIL EROSION CONTROL MEASURES SATISFACTORY TO THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION AND UPON COMPLETION OF THE POND.	
25. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER POND COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.	

	STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST-1B
		MAY 2020

26. ADEQUATE MAINTENANCE ACCESS AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF PONDS.	
27. IN GENERAL, ALL RETENTION/DETENTION PONDS MUST BE CONSTRUCTED PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE.	
28. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY DEWATERING PERMITS THAT MAY BE REQUIRED.	
29. CULVERTS CROSSING RIGHT-OF-WAYS SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY.	
30. ALL STORM WATER DISCHARGE FROM RETENTION/DETENTION PONDS ARE REQUIRED TO BE CHANNLED INTO DEFINED DRAINAGE PATHS TO EXISTING WATER BODIES, WETLANDS, DITCHES, ETC.	
31. THE CITY OF ORMOND BEACH REQUIRES THE DEVELOPER TO TELETYPE ANY AND ALL STORM SEWER PIPE SYSTEMS IN THE PRESENCE OF THE CITY INSPECTOR BY A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK. THE DVD SHALL BE IN HIGH QUALITY STANDARD RESOLUTION USING A CAMERA WITH SUITABLE LIGHTING TO ALLOW A CLEAR FOCUSED PICTURE OF THE ENTIRE INSIDE PIPE CIRCUMFERENCE. THE DVD SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING VIEWED. COPIES OF DVD SHALL BE SUBMITTED IN DVD FORMAT ACCOMPANIED BY WRITTEN LOGS DESCRIBING THE CONDITION OF THE LINES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO REQUESTING FINAL INSPECTIONS. ANY DEFECTS NOTED SHALL BE CORRECTED PRIOR TO ACCEPTANCE BY THE CITY OR ISSUANCE OF CERTIFICATE OF OCCUPANCY.	
32. IN ACCORDANCE WITH SECTION 3-58(F) ALL WET DETENTION PONDS SHALL INCLUDE AN AERATION FOUNTAIN TO ENSURE PROPER WATER QUALITY, ENHANCE MAINTENANCE, AND IMPROVE AESTHETICS. PONDS SHALL BE DESIGNED TO APPEAR NATURAL AND NON-GEOMETRIC.	

	STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST-1C
		MAY 2020

ROADWAY CONSTRUCTION NOTES	
1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SODDED. ALL SLOPES GREATER THAN 6% SHALL BE SODDED. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING IN SPECIAL AREAS WHERE EROSION IS A CONCERN.	
2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:	
SWALE PROFILE GRADES	PROTECTION REQUIRED
0.2% - 1.0%	SEEDING AND MULCHING
1.0% - 4.0%	SODDING
4.0% AND GREATER	DITCH PAVING
3. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO FPL, BELLSOUTH AND CABLE SHALL BE INSTALLED PRIOR TO INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTIONAL BORE.	
4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB. #	
5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL, OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER.	
6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY-FOUR (94%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED.	
7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY.	
8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED.	
9. MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTION TO (98%)	
10. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT.	
11. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.	

	STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1A
		MAY 2020

12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION.	
13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET.	
14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS.	
15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE.	
16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%.	
17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB.	
18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2500 PSI CONCRETE AT 28 DAYS.	
19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB.	
20. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE.	
21. AN "A" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES.	
22. A "V" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES.	
23. A "L" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES.	
24. A "A" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES.	

	STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1B
		MAY 2020

25. THREE (3) CONCRETE CULVERS SHALL BE TAKEN AND TESTED FOR EVERY THREE HUNDRED (300) FEET OF ROADWAY CONSTRUCTED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY AS THEY BECOME AVAILABLE.	
26. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER WAY, COUNTY AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS ONLY.	
27. STOP BARS SHALL BE PLACED AT ALL SUBDIVISION ENTRANCES AND INTERSECTIONS CONTAINING CITY COLLECTOR AND ARTERIAL, COUNTY, COUNTY ROADS AND STATE HIGHWAYS.	
28. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.	
29. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.	
30. STANDARD TURNING RADI FOR INTERSECTIONS:	
2-LANE ACCESS OR FEEDER	35'
LOCAL TO COLLECTOR	35'
LOCAL OR COLLECTOR TO ARTERIAL	40'
ARTERIAL TO ARTERIAL	60'
31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS. PAVING SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY. PAVING DURING WEEKENDS IS NOT PERMITTED.	
32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.	
33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF PROFESSIONAL REGULATIONS (DPR) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT PRE CONSTRUCTION MEETING.	
34. UTILITY DEPTH:	
- HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.	
- LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 6 INCHES IN DEPTH.	
- HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION.	
35. GEOTECHNICAL TESTING REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PRODUCT NAME AND PHASE.	

	STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1C
		MAY 2020

UTILITY CONTACTS:

CITY OF ORMOND BEACH PUBLIC WORKS DEPARTMENT	SPECTRUM
21 S. BEACH STREET, SUITE 104 ORMOND BEACH, FLORIDA 32114 CONTACT: SHAWN FINLEY, P.E. PHONE: 386-676-2363 EMAIL: SHAWN.FINLEY@ORMONDBEACH.ORG	2323 NORTH STATE STREET, UNIT 2 BUNELL, FLORIDA 32110 CONTACT: RICHARD STRADER PHONE: 386-812-8931 EMAIL: RICHARD.STRADER@BUNELL-ORANGE.COM
ASAC	FLORIDA POWER & LIGHT
268 N. RODGWOOD AVE., FLOOR 2 DAYTONA BEACH, FLORIDA 32114 CONTACT: KERRY SPICER PHONE: 386-257-7932 EMAIL: KESHA@FPL.COM	3000 SPRUCE CREEK ROAD PORT ORANGE, FLORIDA 32129 CONTACT: JONNE WILSON PHONE: 386-386-6424 EMAIL: J.R.WILSON@FPL.COM
TECO	
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VOLusia COUNTY	
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CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION

PROJECT NO: 2019185
 DESIGNED BY: JHJ/ML
 DRAFTED BY: JML
 CHECKED BY: HK
 DRAWING FILE: 15-17_19185-001
 APPR: XXXXX.DWG
 WRITER: XXXXX.DWG

O.B. AIRPORT BUSINESS PARK
 COLLECTOR ROAD EXTENSION
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SHEET **C16** OF 31

ROADWAY COMPACTION AND DENSITY TESTING REQUIREMENTS

ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD
ROADWAY SUBBASE (SECTION OF SURFACE DOWN 1 FOOT)	N-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 D-2922 D-1556
STABILIZED SUBBASE	N-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 D-2922 D-1556
STABILIZED SUBBASE	FLORES BEARING VALUE (FBV)	ONE (1) TEST/300 LF	FBV = 75	
STABILIZED SUBBASE	UNIFORM BEARING RATIO (UBR)	ONE (1) TEST/SOIL TYPE	LBR = 40	
UNIFORM BASE	N-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 D-2922 D-1556
UNIFORM BASE	UNIFORM BEARING RATIO (UBR)	PROVIDE CERTIFICATE FROM PLANT	LBR 100	FM 5-515
CRUSHED CONCRETE BASE	N-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 D-1556
CRUSHED CONCRETE BASE	UNIFORM BEARING RATIO (UBR)	(1) PER VEHICLE CHANGE BASE TYPE	LBR 100	
ASPHALT	EXTRACTION AND GRAVIMETRY	(1) PER DAY PER MIX	PER MIX DESIGN	D-3822
ASPHALT	THICKNESS AND DENSITY	(1) PER 300 LF ROADWAY	PER MIX DESIGN AND JOB SPECS	COMING OR NUCLEAR SCOUT ONLY
SOIL OPTIMUM MOISTURE/DENSITY	PROCTOR TEST	(1) PER SOIL OR BASE TYPE	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	ASTM D-2937 (MODIFIED) ASTM D-558 (STANDARD) AASHTO T-99 (STANDARD)
CURB SUBBASE	N-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-99)	
CURB SUBBASE (LBR)	UNIFORM BEARING RATIO (UBR)	(1) TEST/SOIL CHANGE	LBR 40	



STANDARD CONSTRUCTION DETAIL TECHNICAL SPECIFICATIONS FOR TESTING REQUIREMENTS

INDEX

R-6A

MAY 2020

PIPED UTILITY INSTALLATION REQUIREMENTS

ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD
PIPE TRENCH SUBBASE (IF SPECIFIED)	N-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1556
PIPED BACKFILL IN PAVED AREAS	N-PLACE DENSITY	ONE (1) TEST/300 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	98% MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1556
PIPED BACKFILL IN GREEN AREAS	N-PLACE DENSITY	ONE (1) TEST/300 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	90% MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1556
SOIL OPTIMUM MOISTURE/DENSITY	PROCTOR TEST	ONE (1) PER SOIL OR BASE TYPE	ASTM D-2937 (MODIFIED) ASTM D-558 (STANDARD) AASHTO T-99 (STANDARD)	ASTM D-2937 (MODIFIED) ASTM D-558 (STANDARD) AASHTO T-99 (STANDARD)



STANDARD CONSTRUCTION DETAIL TECHNICAL SPECIFICATIONS FOR TESTING REQUIREMENTS

INDEX

R-6B

MAY 2020

SANITARY SEWER CONSTRUCTION GENERAL NOTES

- THE CITY'S PUBLIC WORKS - UTILITY DIVISION DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY SEWER CONSTRUCTION.
- ALL GRAVITY SANITARY SEWER LINES SHALL BE A MINIMUM OF 8" IN DIAMETER. SERVICE LATERALS SHALL BE A MINIMUM OF 4" DIAMETER (RESIDENTIAL) OR A MINIMUM OF 6" DIAMETER (COMMERCIAL).
- ALL SANITARY SEWER LINES SHALL BE PVC SDR 26. IN PLACES WHERE A MINIMUM COVER OF 4.0' CANNOT BE MAINTAINED, C-900 GREEN PVC DR-25, CLASS 100 OR CONCRETE ENCASMENT SHALL BE USED.
- MINIMUM ALLOWABLE SANITARY SEWER SLOPES ALLOWED ARE:
8" PIPE 0.40%
10" PIPE 0.30%
12" PIPE 0.22%
- SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT.
- THE CONTRACTOR SHALL, AT ALL TIMES, DURING PIPE LAYING, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
- ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
- TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (ASHTO-T180) IN PAVED AREAS AND 95 PERCENT IN UNPAVED AREAS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TEST BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
- EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK OR USE OF TRENCH BOX IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
- THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATOR TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC WATER, RECLAIMED WATER AND SEWAGE FORCE MAINS. THIS PIPE LOCATOR TAPE SHALL BE INSTALLED (15) INCHES BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER AND IS IN ADDITION TO THE LOCATOR WIRE REQUIRED IN THE UTILITY PIPE LOCATION MATERIALS DETAIL (MISCELLANEOUS DETAILS SECTION - M10).
- MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 400 FEET.
- MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2 FEET ABOVE GRADE IN UNPAVED AREAS.



STANDARD CONSTRUCTION DETAIL GENERAL NOTES SANITARY SEWER CONSTRUCTION

INDEX

S-1A

MAY 2020

SANITARY SEWER CONSTRUCTION GENERAL NOTES

- THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
- RUBBER BOOTS AND STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES (SEE RUBBER BOOT AND PRECAST JOINT CONNECTION DETAIL).
- DOORHOUSE TYPE MANHOLES ARE NOT PERMITTED WITHIN THE CITY OF ORLANDO BEACH.
- INDIVIDUAL SANITARY SERVICE CONNECTIONS ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, BUT TO SEWER MAIN LINES BY USE OF WYE CONNECTIONS.
- FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS TO BE USED ON ALL LINES, NO GULCH JOINTS.
- FOR MULTI-FAMILY AND COMMERCIAL SITES, SIX INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
- SANITARY SEWER LATERALS LONGER THAN 70 FEET, MEASURED FROM THE SEWER MAIN TO THE RIGHT-OF-WAY LINE MAY BE APPROVED ON A CASE BY CASE BASIS. SUCH LATERALS SHALL BE D.I.P., EPOXY LINED OR C-900 PVC.
- SANITARY SEWER MANHOLES WHICH HAVE SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM, OR ANY MANHOLE WITHIN 200 FEET OF A LIFT STATION, SHALL BE FIBERGLASS OR PVC LINED. RETRO-FITTING OF MANHOLES WITH LINES SHALL BE REQUIRED WHEN NEW CONNECTIONS SUCH AS THIS ARE MADE. LINING SHALL BE AGRI-SURE-DRIP, RAVEN, SEMPACOR, GREEN MONSTER, OR PRE-APPROVED EQUAL.
- SEE CHART ON DETAIL INDEX S-1C FOR FORCE MAIN AND REUSE PIPE SIZE AND MATERIALS.
- THE CITY OF ORLANDO BEACH REQUIRES THE DEVELOPER/CONTRACTOR TO TELEPHONE ALL SANITARY SEWER MAINS AND LATERALS PRIOR TO ACCEPTANCE AND RESERVES THE RIGHT TO REQUEST WATER AND AIR TESTING. A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK SHALL CONDUCT THE TESTING PROCESS. THE DVD AND/OR DIGITAL FILE SHALL BE NON STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN DVD LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE DVD SUBMISSION TO THE CITY. THIS PROCESS SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY OF ORLANDO BEACH.



STANDARD CONSTRUCTION DETAIL GENERAL NOTES SANITARY SEWER CONSTRUCTION

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S-1B

MAY 2020

SANITARY SEWER CONSTRUCTION GENERAL NOTES

- ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OFF THE RIGHT-OF-WAY SHALL BE EQUIPPED WITH FIBERGLASS LINERS OR OTHER TYPES OF LINERS OR COATINGS APPROVED BY THE CITY. IN ADDITION THE CITY MAY REQUIRE LINERS OR COATINGS TO BE INSTALLED IN OTHER AREAS WHERE THE PUBLIC UTILITY DEPARTMENTS BELIEVE THE NEED IS JUSTIFIED.
- ALL SEWER LINES WHICH ARE CONSTRUCTED OFF PUBLIC RIGHTS-OF-WAY WITHIN SIDEYARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF C-900 PVC. ABSOLUTELY NO USE OF PLASTIC STYRENE FITTINGS SHALL BE ALLOWED.
- SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT V, OR BY A METAL TAB SET INTO THE PAVEMENT.
- EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS-SEAL GASKET CORPORATION OR APPROVED EQUAL, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WET WELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.
- ALL PROPOSED SEWER MAINS, 4" OR GREATER, SHALL BE FLUSHED AND CLEANED WITH A POLY PIG IN ACCORDANCE WITH LATEST ANWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
- ALL SEWER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF ANY MANHOLE OR 22' TO ANY WETWELL. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER C900/C905 OR CONCRETE ENCASMENT MAY BE USED AS APPROVED BY THE CITY.
- FORCE MAIN SYSTEMS SHALL BE PRESSURE TESTED AT 100 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER ANWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR. SUBMIT FOR FDEP CLEARANCE BEFORE PAVING.
- DURING CONSTRUCTION, CONTRACTOR SHALL ISOLATE NEW SANITARY SEWER CONSTRUCTION FROM EXISTING SANITARY SEWER MAINS. THIS ISOLATION MAY BE BY INSTALLATION OF A BLADDER/PLUG PLACED AT POINT OF CONNECTION OR BY OTHER METHODS. THE PURPOSE OF THIS ISOLATION IS TO ENSURE SURFACE WATER IS NOT RELEASED TO THE TREATMENT PLANT. SURFACE WATER SHALL BE REMOVED PRIOR TO THE BLADDER BEING REMOVED.

FORCE MAIN & REUSE MAIN STANDARDS			
DIAMETER	MATERIAL	STANDARD	
2" - 4"	PVC 1120 / SDR 21	ASTM D 2241	
> 4" - 12"	PVC 1120 / CLASS 100	AWWA C 900	
16" - 36" (16" - 24" DR - 18) (30" - 36" DR - 21)	PVC 1120	AWWA C 905	
ALL SIZES	HDPE (DIPS) DR 13.5	ASTM F 714	

NOTE: PVC PIPE COLOR SHALL BE GREEN FOR SEWER FORCE MAIN, AND PURPLE FOR REUSE MAIN.



STANDARD CONSTRUCTION DETAIL GENERAL NOTES SANITARY SEWER CONSTRUCTION

INDEX

S-1C

MAY 2020

TRAFFIC CONTROL NOTES

- CONTRACTOR SHALL PERFORM ALL PROJECT WORK IN ACCORDANCE WITH FDOT DESIGN STANDARDS, LATEST EDITION. NO LANE CLOSURES ARE PERMITTED BETWEEN THE HOURS OF 7 A.M. AND 7 P.M. NIGHT WORK MAY BE SCHEDULED TO LESSEN TRAFFIC IMPACT & INCONVENIENCE TO GENERAL PUBLIC AND MUST BE APPROVED BY THE COUNTY ENGINEER PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL OBTAIN PRIOR APPROVAL OF HIS MAINTENANCE OF TRAFFIC (MOT) PLANS FOR ANY LANE CLOSURES FROM THE COUNTY TRAFFIC ENGINEERING DIVISION AT LEAST TWO (2) WEEKS IN ADVANCE OF ANY LANE CLOSURE.
- EXISTING SIGNING AND PAVEMENT MARKINGS TO BE MAINTAINED UNLESS SHOWN OTHERWISE IN THESE PLANS.
- CONTRACTOR SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT ENTIRE LENGTH OF PROJECT.
- TWO (2) WAY ACCESS TO BUSINESSES AND PRIVATE DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES. TEMPORARY DRIVEWAY CLOSURES MAY BE ALLOWED IF SHARED ACCESS IS AVAILABLE OR IF WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER IS PROVIDED TO THE COUNTY PRIOR TO COMMENCEMENT OF WORK ACTIVITIES.
- VARIABLE MESSAGE BOARDS SHALL BE INSTALLED 48 HOURS PRIOR TO LANE CLOSURES. CONTRACTOR IS RESPONSIBLE FOR ADEQUATE NUMBER OF BOARDS AND LOCATIONS. TO BE VERIFIED PRIOR TO COMMENCEMENT OF WORK.
- ALL TRAFFIC CONTROL, SIGN AND PAVEMENT MARKINGS SHALL COMPLY WITH THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
- CONTRACTOR TO MAINTAIN TRAFFIC AND PROPER DROP OFF CRITERIA PER INDEX 600. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING PROPER DEVICES WHEN A DROP OFF CONDITION CANNOT BE AVOIDED.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE GENERAL PUBLIC AND PUBLIC AGENCIES OF ROAD CLOSURES AT LEAST 48 HOURS IN ADVANCE.
- AFFECTED ROADWAYS SHALL BE RESTORED AND NO LANE CLOSURES WILL BE PERMITTED DURING THE CITY OF DAYTONA BEACH SPECIAL EVENT PERIOD UNLESS PRIOR WRITTEN NOTIFICATION IS OBTAINED FROM CITY OF DAYTONA BEACH TRAFFIC ENGINEERING DIVISION.



CIVIL ENGINEERING
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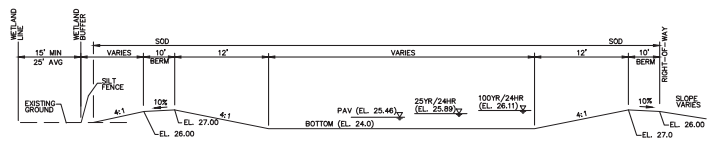
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O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
GENERAL NOTES

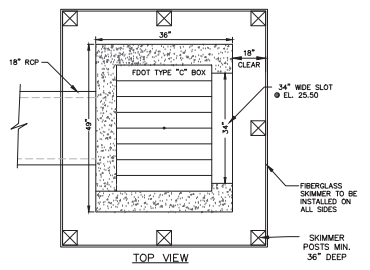
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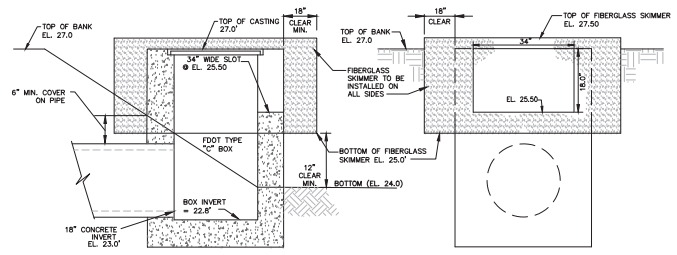
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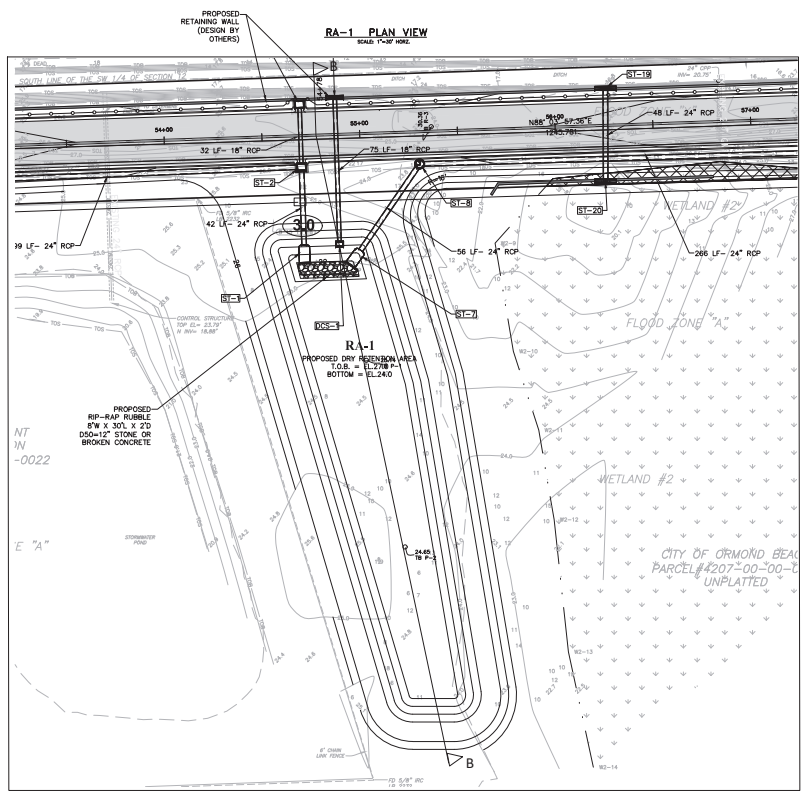
RA-1 TYPICAL SECTION



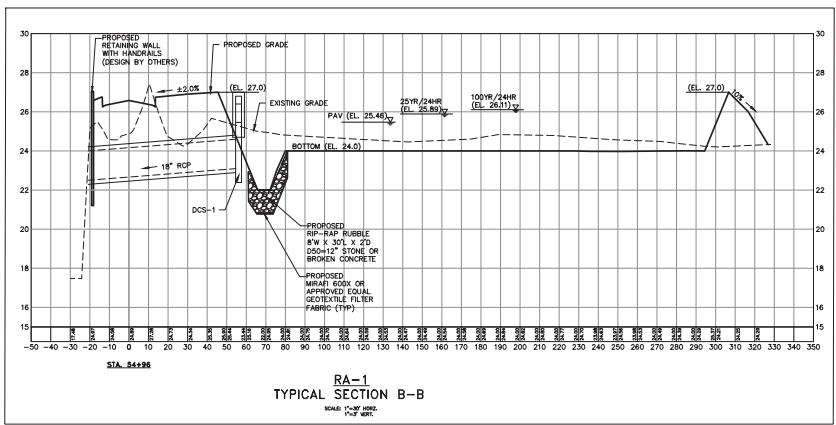
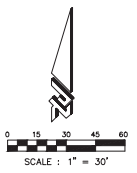
TOP VIEW



SIDE VIEW
FRONT VIEW
DCS-1 DRAINAGE CONTROL STRUCTURE
W/ FIBERGLASS SKIMMER
FDOT TYPE "C" BOX
N.T.S.



RA-1 PLAN VIEW



RA-1
TYPICAL SECTION B-B

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
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TRANSPORTATION

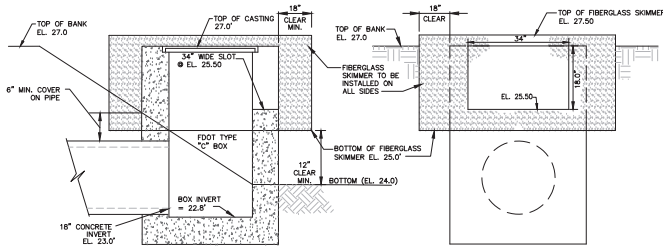
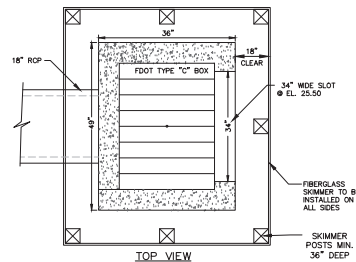
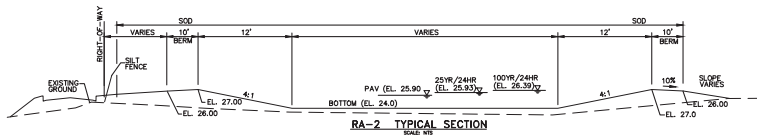
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**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
CONTROL STRUCTURE
DETAILS AND SECTIONS**

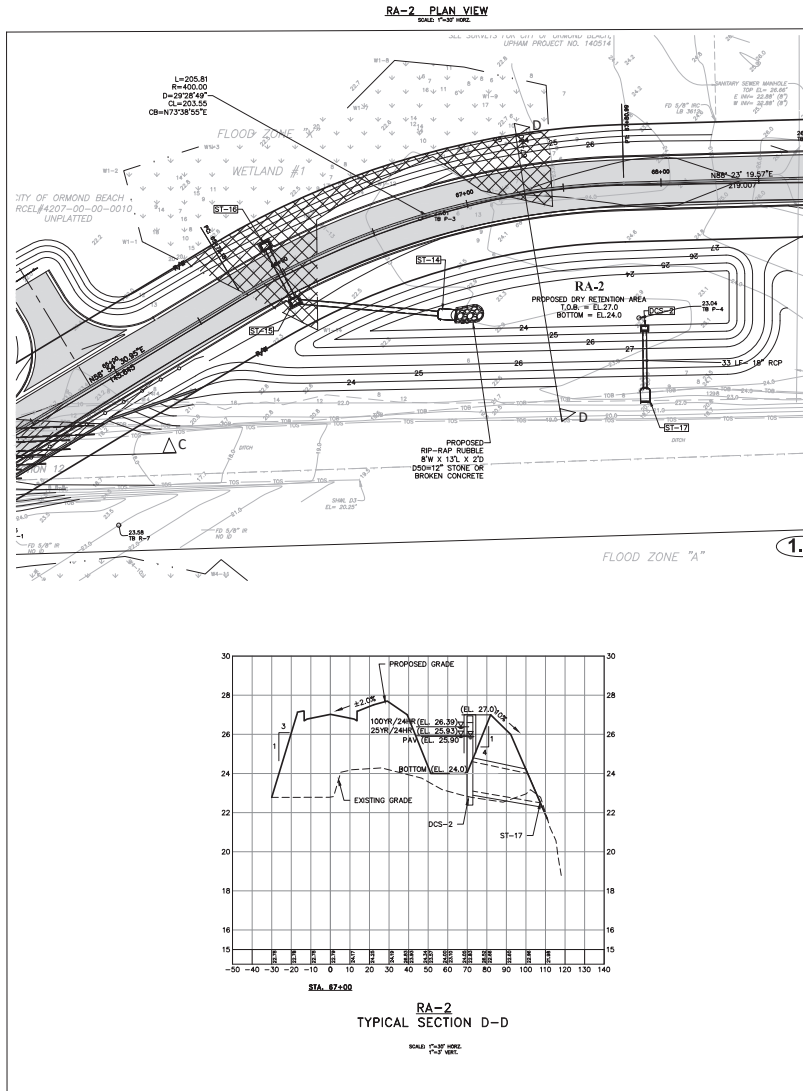
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DESIGNED BY: HJL/JML
DRAWN BY: JML
CHECKED BY: HK
DRAWING FILE: 18.24_19185-DET
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WBP: XXXXX.DWG

HAUL BULK P.C. 10/18/2019
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SHEET **C18** OF 31



DCS-2 DRAINAGE CONTROL STRUCTURE W/ FIBERGLASS SKIMMER
FOOT TYPE "C" BOX
N.T.S.



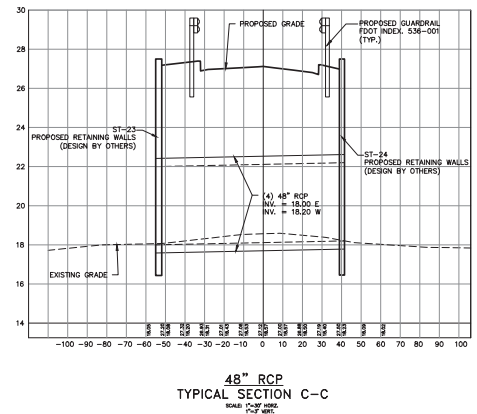
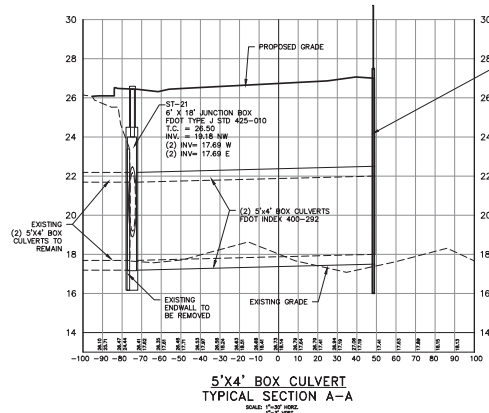
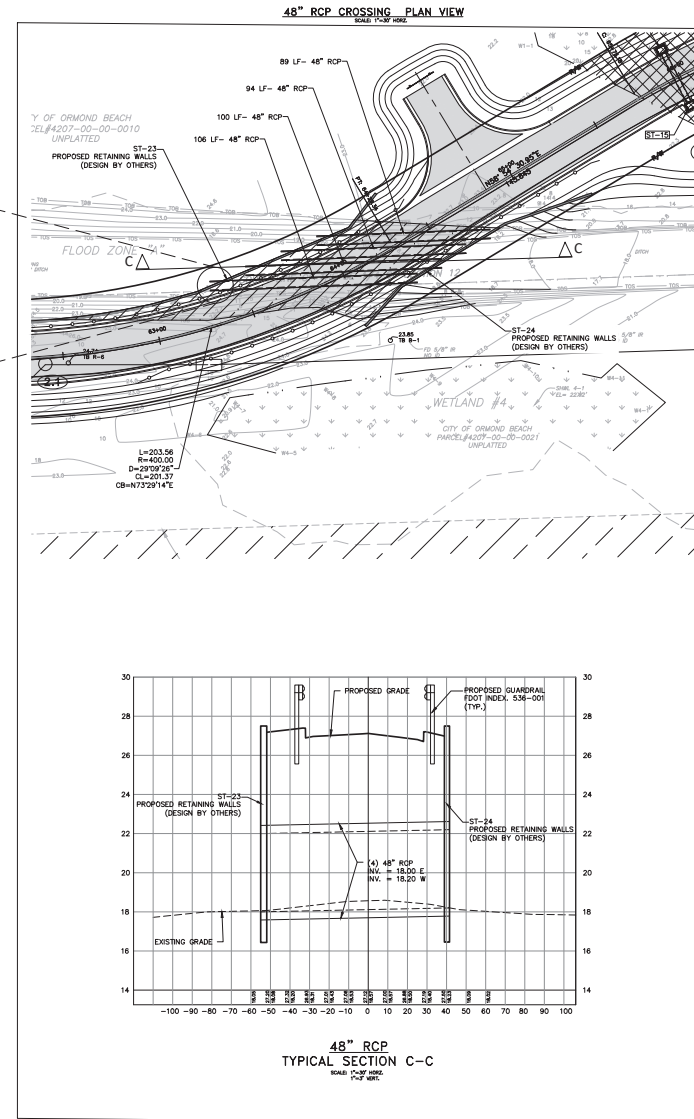
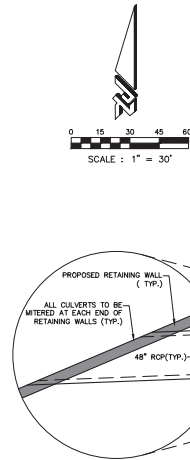
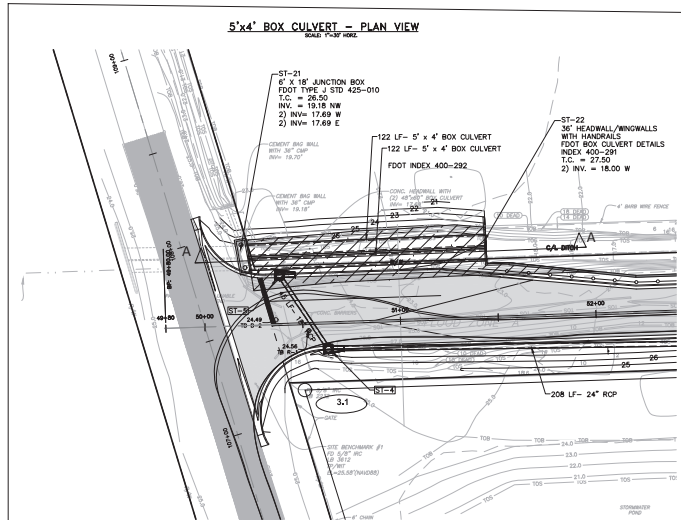
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
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9	12/20/18	JK	REVISED TO PERMIT
10	12/20/18	JK	REVISED TO PERMIT

**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
CONTROL STRUCTURE
DETAILS AND SECTIONS**

PROJECT NO: 2018185
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: 18-04_18185-DET
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WFP'S: 00000.DWG

HAULING P.C. 10/18/18
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
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O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
CONTROL STRUCTURE
DETAILS AND SECTIONS
CITY OF ORMOND BEACH
VOLusia COUNTY, FLORIDA

PROJECT NO.	2019185
DESIGNED BY	HK/ML
DRAWN BY	JM
CHECKED BY	HK
DRAWING FILE	18-24_19185-DET
WATER	XXXXX.DWG
WIP'S	XXXXX.DWG

HAUL (B.C. P.C. 10/15/18)
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SHEET C20 OF 31



A. SCOPE OF WORK – THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS.

B. MATERIALS – GRASS SEED SHALL BE A MIXTURE OF:

PANGLOSS BAHIA (SOFT SCARIFIED SEED)	50%
HULLED BERGUA	25%
BROWN TOP MULLET	25%

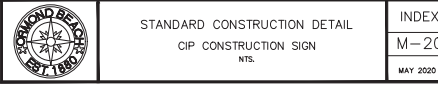
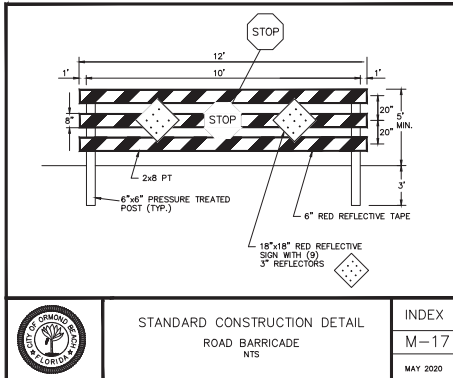
SEED SHALL BE PREPARED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED ABOVE, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY, PUNO.

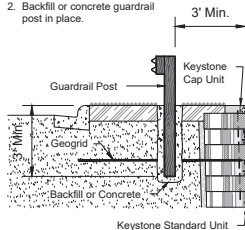
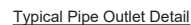
CONTRACTOR MAY REQUEST OPTION TO INSTALL HYDRO-SEEDING, SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND/OR CITY LANDSCAPE ARCHITECT.

C. MULCH – MULCH USED SHALL BE STRAW OR HAY CONSISTING OF CUTS, RYE OR WHEAT STRAW OF PANGLOSS, PENALT, COASTAL BERGUA OR BAHIA GRASS. MULCH SHALL BE FRESH FROM HARVEST AND FREE FROM MOISTURE AND UNDESIRABLE GRASS. APPROXIMATELY TWO INCHES (2"), LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED INFULLY OVER THE GRASSED AREAS. MULCH SHALL BE HUNGRED AND THINLY LAYERED OVER THE REMAINING MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN.

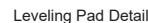
D. METHODS – GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FURNISHING AND INSTALLATION, HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS FROZEN OR UNUSUALLY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE HUNDRED AND THIRTY POUNDS PER ACRE.

E. STORMWATER PONDS – SLOPES OF STORMWATER POND SHALL BE COVERED WITH SOIL. NO SEEDING & MULCHING IS ALLOWED ON SLOPES.



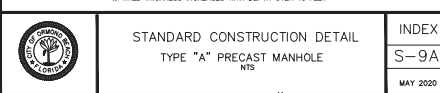


Typical Guardrail Detail



Keystone Retaining Wall Systems Typical Wall Details





EROSION CONTROL NOTES:

1. THE CONTRACTOR IS TO FOLLOW THE CONSTRUCTION PERMITS THAT HAVE BEEN OBTAINED FOR THE PROJECT AND ADHERE TO ANY SPECIFIC OR GENERAL CONDITIONS THAT MAY APPLY TO THE PROJECT.

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE BARRIERS AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO COMMENCEMENT OF CONSTRUCTION.

3. PRIOR TO COMMENCEMENT OF REMOVALS AND CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY OF ORLANDO BEACH, TELEPHONE, GAS, CABLE, TELEVISION AND OTHER UTILITY COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.

4. ALL REMOVED OR DEMOLISHED MATERIALS NOT SPECIFICALLY DESIGNATED TO REMAIN THE PROPERTY OF THE OWNER, SHALL BE REMOVED FROM THE SITE AND BE DISPOSED OF IN A LAWFUL MANNER.

5. THE CONTRACTOR SHALL NOT ALLOW DEBRIS AND RUBBISH TO ACCUMULATE ON THE SITE.

6. THE CONTRACTOR SHALL CLEAN UP THE JOB SITE IN AREAS WHERE NO WORK IS TO BE DONE UNDER THIS CONTRACT FOLLOWING DEMOLITION. THE CONTRACTOR SHALL REMOVE ALL DEBRIS, RUBBISH, TEMPORARY FACILITIES, AND EQUIPMENT. THE CONTRACTOR SHALL LEVEL SURFACE IRREGULARITIES AND LEAVE THE WORK IN A NEAT AND PRESENTABLE CONDITION.

7. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING ALL CRITERIA AS SET FORTH UNDER THE NPDES PERMITTING PROGRAM FOR CONSTRUCTION SITES OF THIS SIZE INCLUDING BUT NOT LIMITED TO THE ADHERENCE TO THE APPROVED POLLUTION PREVENTION CONTROL PLAN, TIMELY INSPECTIONS, PROJECT REPORTING AND DOCUMENTATION.

8. A PRE-CONSTRUCTION NPDES MEETING IS TO BE HELD PRIOR TO DEMOLITION IN ORDER TO REVIEW THE PROCEDURES FOR THE CONVEY AND TO IDENTIFY HAZARD ROUTES AND INGRESS/EGRESS FROM THE SITE FOR POLLUTION PREVENTION.

9. INFORMATION SHOWN HEREON IS THE BEST AVAILABLE TO THE ENGINEER. IF DISCREPANCIES ARE ENCOUNTERED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

10. ALL ASPHALT PAVEMENT REMOVALS SHALL BE VERTICAL SAWCUT. ALL CONCRETE PAVEMENT REMOVALS SHALL BE EITHER AT EXISTING JOINTS OR VERTICAL SAWCUT. ACTIVE SERVICES SHALL BE SEVERED WITH PROPER NOTICE GIVEN TO LOCAL UTILITIES COMPANIES HAVING JURISDICTION.

11. EXISTING STORM DRAINAGE TO REMAIN IN OPERATION AT ALL TIMES. CONTRACTOR TO MAINTAIN WITH EXISTING NEW OR TEMPORARY PIPING.

12. RELOCATION OF UTILITY POLES AND LINES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL WORK SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY AND SHALL BE INCLUDED AS PART OF THE PROJECT SCOPE AND COST.

13. THE CONTRACTOR SHALL OBTAIN TREE REMOVAL PERMITS FROM THE CITY OF ORLANDO BEACH TO REMOVAL OF ANY EXISTING TREES. REFER TO SITE PLAN FOR PROPOSED UTILITY CONNECTIONS. CONTRACTOR TO REFER TO THE TREE PRESERVATION PLAN LOCATED IN THIS CONSTRUCTION SET OF PLANS FOR TREE REMOVAL NOTES AND IDENTIFICATION OF THE TREES THAT SHOULD BE REMOVED.

14. NO WORK WITHIN CITY RIGHT-OF-WAY OR STATE ROAD RIGHT-OF-WAY SHALL BE COMMENCED WITHOUT AN HOURS ADVANCE NOTICE TO THE CITY OF ORLANDO BEACH OR FDOT.

15. CONTRACTOR SHALL PROVIDE SILT FENCES, TURBIDITY BARRIERS AND FILTER FABRIC OR SYNTHETIC JUTE BALES AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.

16. SITE PREPARATION AND FILL OPERATIONS IN ACCORDANCE WITH GEOTECHNICAL REPORT AND RECOMMENDATIONS.

17. ALL CONSTRUCTION ACTIVITIES SHALL INCORPORATE BEST MANAGEMENT PRACTICES (BMPs) TO CONTROL EROSION, SEDIMENTATION AND THE POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.

18. CONTRACTOR SHALL MINIMIZE DISTURBANCE OF NATURAL VEGETATION TO THE MAXIMUM EXTENT PRACTICAL DURING THE CONSTRUCTION PROCESS.

19. SILT FENCE, FILTER FABRIC OR SYNTHETIC JUTE BALES AND GRAVEL TRAPPING PAD SHALL BE INSTALLED PRIOR TO CONSTRUCTION ON SITE. TO BE INSPECTED WEEKLY AND CORRECTIVE ACTION TAKEN AS NECESSARY.

20. EXISTING STORMWATER RETENTION AND DETENTION STORAGE MUST BE PROTECTED PRIOR TO SITE & BUILDING DEMOLITION, CONSTRUCTION OR PLACEMENT OF IMPERVIOUS SURFACE WITHIN THE AREA SERVED BY THOSE SYSTEMS. ADEQUATE MEASURES MUST BE TAKEN TO PREVENT SILTATION OF THESE TREATMENT SYSTEMS AND CONTROL STRUCTURES DURING CONSTRUCTION OR SILTATION MUST BE REMOVED PRIOR TO FINAL GRADING AND STABILIZATION.

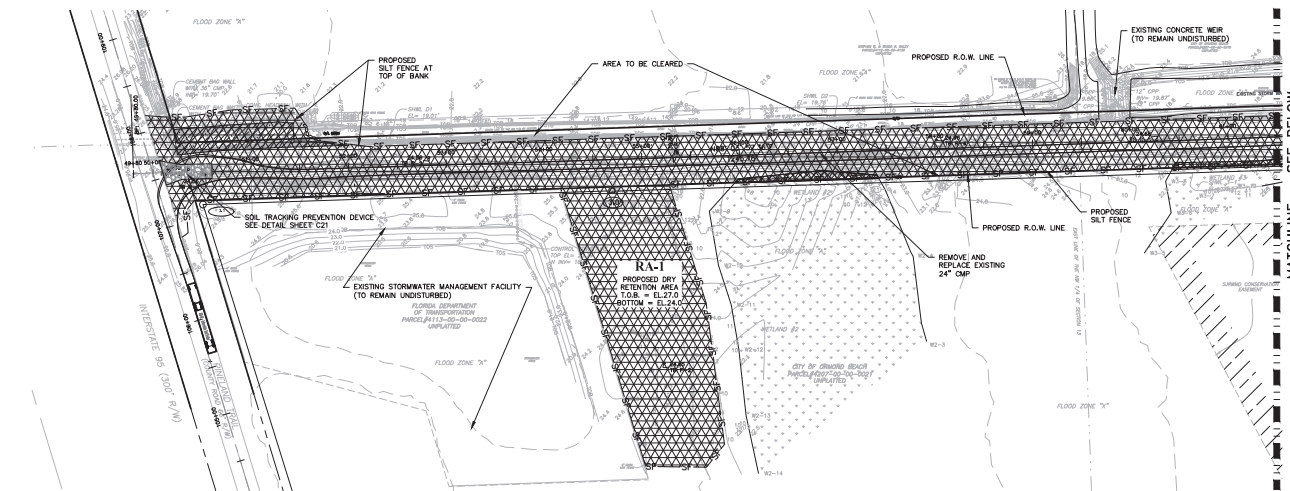
21. CONTRACTOR SHALL SOD ALL SWALES AND STORMWATER PONDING IN ACCORDANCE WITH THE DETAIL. PROVIDED AS SOON AS POSSIBLE AFTER CONSTRUCTION IN ORDER TO STABILIZE THE SLOPES AND MINIMIZE EROSION.

22. DURING ANY CONSTRUCTION OF THE PERMITTED SYSTEM INCLUDING STABILIZATION AND REVEGETATION OF DISTURBED SURFACES, CONTRACTOR IS RESPONSIBLE FOR THE SELECTION, IMPLEMENTATION, AND OPERATION OF ALL EROSION AND SEDIMENT CONTROL MEASURES REQUIRED TO RETAIN SEDIMENT AND PREVENT VIOLENCE TO THE WATER QUALITY STANDARDS IN ACCORDANCE WITH THE FLORIDA ADMINISTRATIVE CODE.

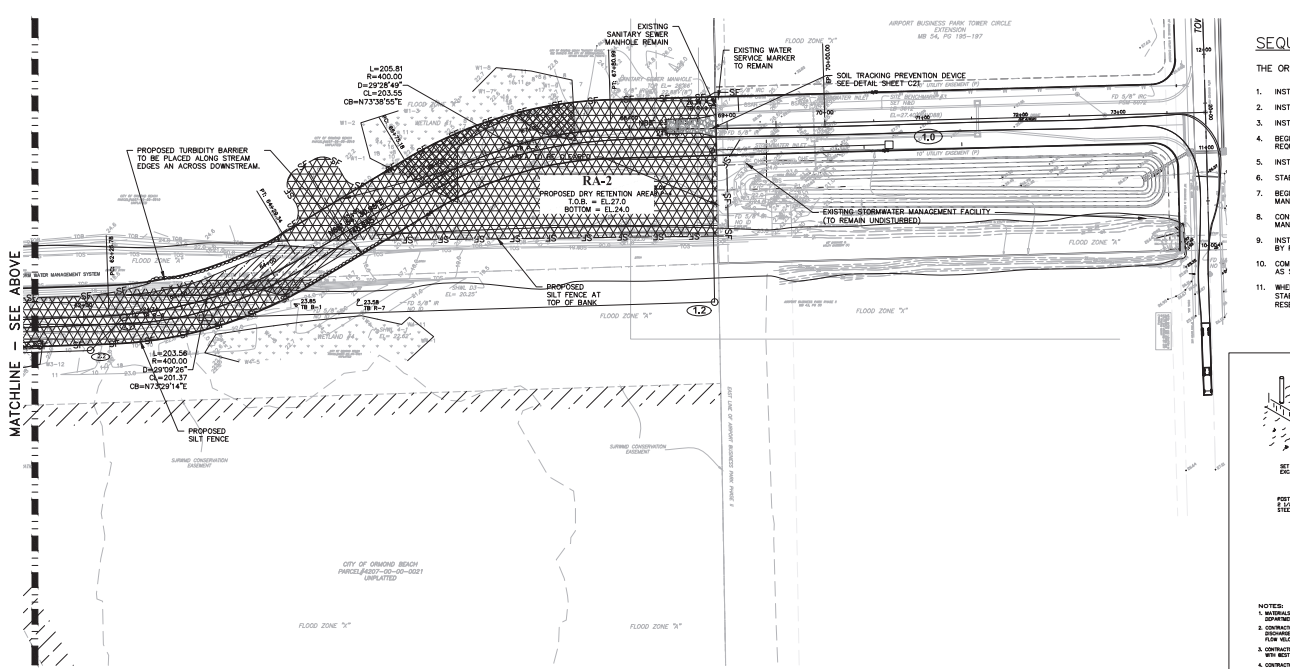
23. THE CONTRACTOR SHALL CONSTRUCT AND MAINTAIN A PROTECTIVE COVER (VEGETATIVE OR SUITABLE ALTERNATIVE) FOR EROSION AND SEDIMENT CONTROL OF EXPOSED SURFACES EXPOSED OR DISTURBED BY CONSTRUCTION OF THE PERMITTED PROJECT. THE PERMITTEE SHALL MAINTAIN THE CONDITION OF THE PERMIT OR OTHERWISE SPECIFIED ON A DISTRICT APPROVED EROSION AND SEDIMENT CONTROL PLAN. THE PROTECTIVE COVER MUST BE INSTALLED WITHIN FOURTEEN (14) DAYS AFTER FINAL GRADING OF THE AFFECTED LAND SURFACE. A PERMANENT VEGETATIVE COVER MUST BE ESTABLISHED WITHIN 60 DAYS OF ITS INSTALLATION. THE PERMITTEE'S REQUIREMENT TO MAINTAIN COVER ON OFFSITE SURFACES SHALL NOT BE COMPLETE UNTIL AFTER THE DISTRICT RECEIVES THE PERMITTEE'S STATEMENT OF COMPLIANCE.

24. AT A MINIMUM, GRAVEL TRAPPING PAD, TURBIDITY BARRIERS AND SILT FENCES SHALL BE INSTALLED PER PLAN. ADDITIONAL MEASURES MUST BE TAKEN TO MINIMIZE IMPACTS OF RECEIVING WATERS SUCH AS THE USE OF SYNTHETIC JUTE BALES AT INLETS, ADDITIONAL SILT FENCING, AND SOILING.

25. A DEMOLITION PERMIT FROM THE CITY OF ORLANDO BEACH IS REQUIRED PRIOR TO DEMOLITION.



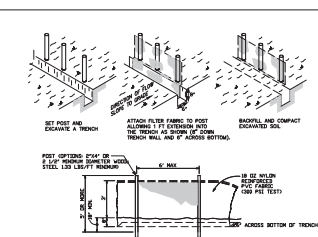
SEDIMENT & EROSION CONTROL PLAN



SEQUENCE OF MAJOR EVENTS

THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:

1. INSTALL SILT FENCES AND TURBIDITY BARRIERS AS REQUIRED.
2. INSTALL SOIL TRACKING PREVENTION DEVICE.
3. INSTALL TRAFFIC CONTROL DEVICES.
4. BEGIN SITE CLEARING FOR CULVERTS WITHIN EXISTING DITCH AS REQUIRED BY PLAN.
5. INSTALL CULVERTS AS SHOWN ON PLAN PER PLAN SPECIFICATIONS.
6. STABILIZE ALL DISTURBANCE AS SHOWN AS PRACTICABLE.
7. BEGIN SITE CLEARING FOR THE ROADWAY AND STORMWATER MANAGEMENT FACILITIES.
8. CONSTRUCT ROADWAY TO SUBGRADE ELEVATION AND STORMWATER MANAGEMENT FACILITIES.
9. INSTALL STORM SEWER AND ANY NECESSARY UTILITIES AS REQUIRED BY PLAN.
10. COMPLETE ROADWAY CONSTRUCTION AND STABILIZE ALL DISTURBANCE AS SOON AS PRACTICABLE.
11. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY DIVERSION SWALES/DIKES AND RESEED/SOD AS REQUIRED.



- NOTES:
1. MINIMUM CONSTRUCTION METHODS AND MEASURES SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
 2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
 3. CONTRACTOR SHALL MAINTAIN GRAVEL TRAPPING PAD AND STORMWATER MANAGEMENT FACILITIES IN COMPLIANCE WITH BEST MANAGEMENT PRACTICES PRIOR TO CONSTRUCTION OF THE IMPROVEMENTS.
 4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF ORLANDO BEACH AND ALL OTHER APPLICABLE LAWS, ORDINANCES AND NOT LIMITED TO GRADING, EROSION, SEDIMENTATION, AND THE SWALE.

STAKED SILT FENCE DETAIL
NOT TO SCALE



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
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O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
STORMWATER POLLUTION
PREVENTION PLAN

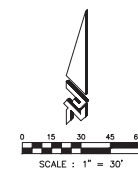
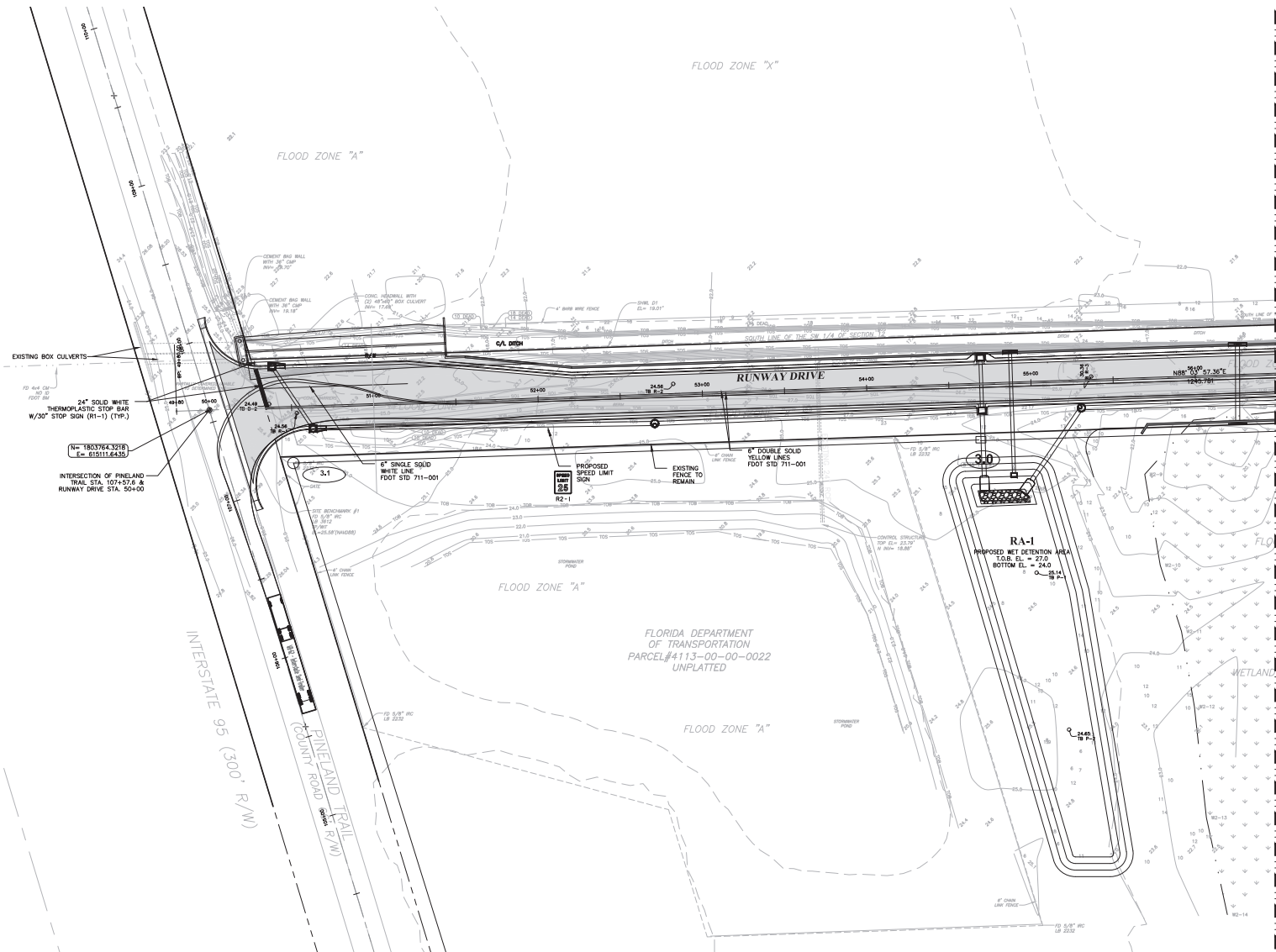
PROJECT NO. 2019085
DESIGNED BY: HK/JML
DRAWN BY: HK
CHECKED BY: HK
DATE: 11/11/2020
SCALE: 1\"/>

NOTES:
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STAKED SILT FENCE DETAIL
NOT TO SCALE

SHEET C25 OF 31

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LEGEND:

PROPOSED ASPHALT PAVEMENT

MATCHLINE - SEE SHEET C13



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
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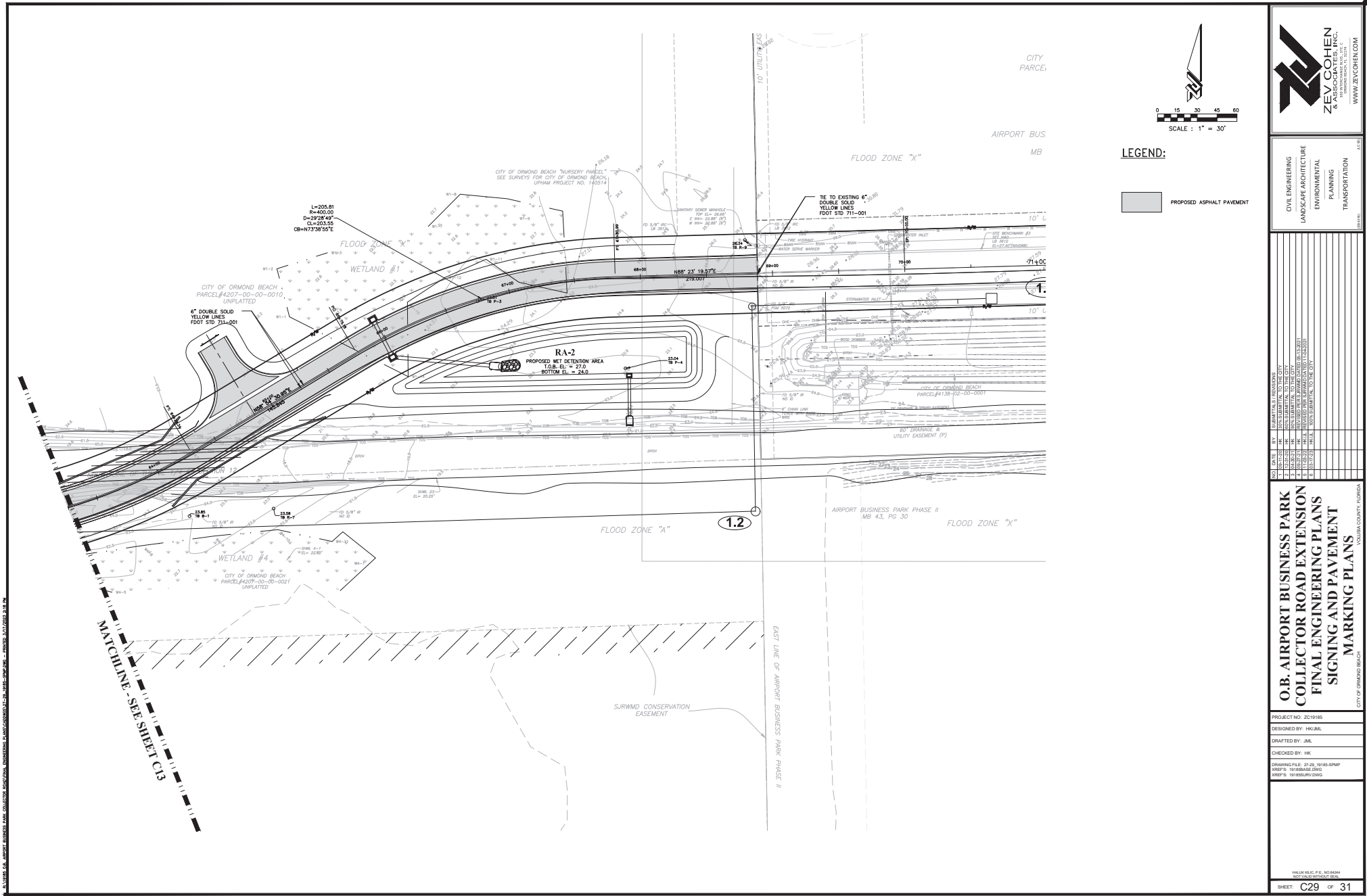
O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
SIGNING AND PAVEMENT
MARKING PLANS

PROJECT NO: 2018185
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: HK

DRAWING FILE: 21-25_18185-SHP
DATE: 11/15/2018
XREF: 11/15/2018

HAZARD P.E. 12/12/2018
NOT VALID WITHOUT SEAL

ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE ENGINEER.



LEGEND:

PROPOSED ASPHALT PAVEMENT



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

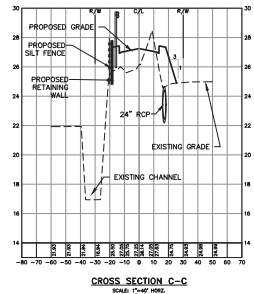
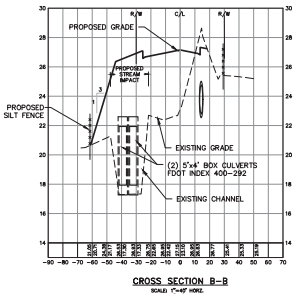
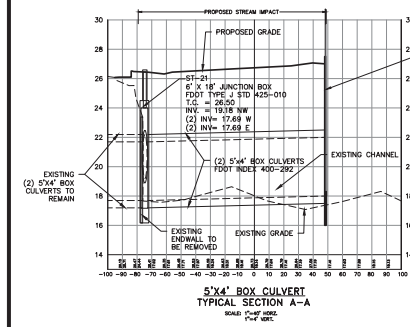
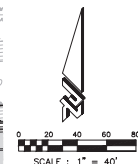
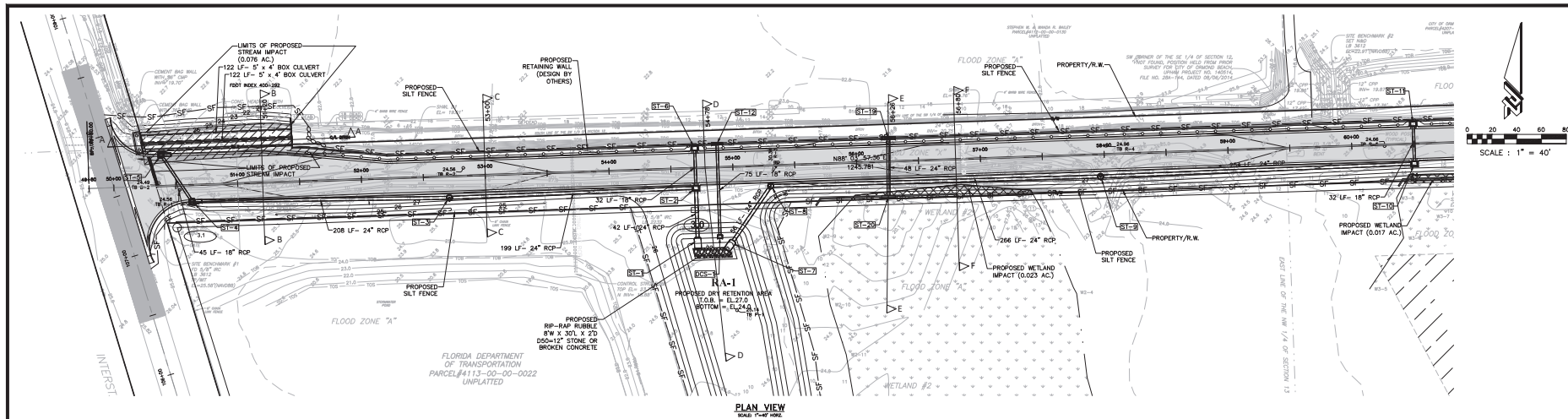
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4	12/22/20	HK	DESIGN DEVELOPMENT
5	12/22/20	HK	DESIGN DEVELOPMENT
6	12/22/20	HK	DESIGN DEVELOPMENT
7	12/22/20	HK	DESIGN DEVELOPMENT
8	12/22/20	HK	DESIGN DEVELOPMENT
9	12/22/20	HK	DESIGN DEVELOPMENT
10	12/22/20	HK	DESIGN DEVELOPMENT

**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
SIGNING AND PAVEMENT
MARKING PLANS**

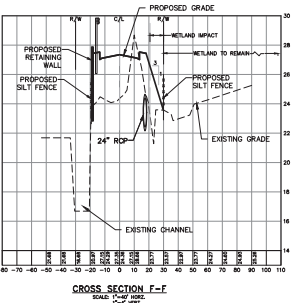
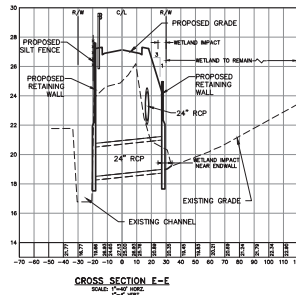
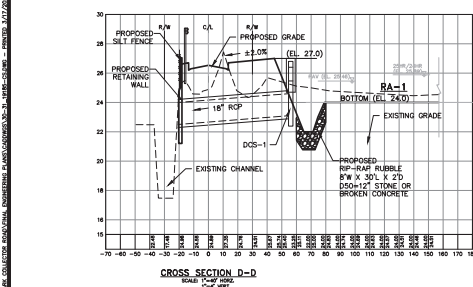
PROJECT NO. 2019185
DESIGNED BY: HK/JML
DRAWN BY: JML
CHECKED BY: HK

DRAWING FILE: 21-20_19185-SPWP
DATE: 12/22/20
DRAWN BY: JML

SHEET C29 OF 31



- LEGEND:**
- SF — PROPOSED SALT FENCE
 - EXISTING WETLANDS
 - PROPOSED DIRECT WETLAND IMPACT
 - PROPOSED STREAM IMPACT



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

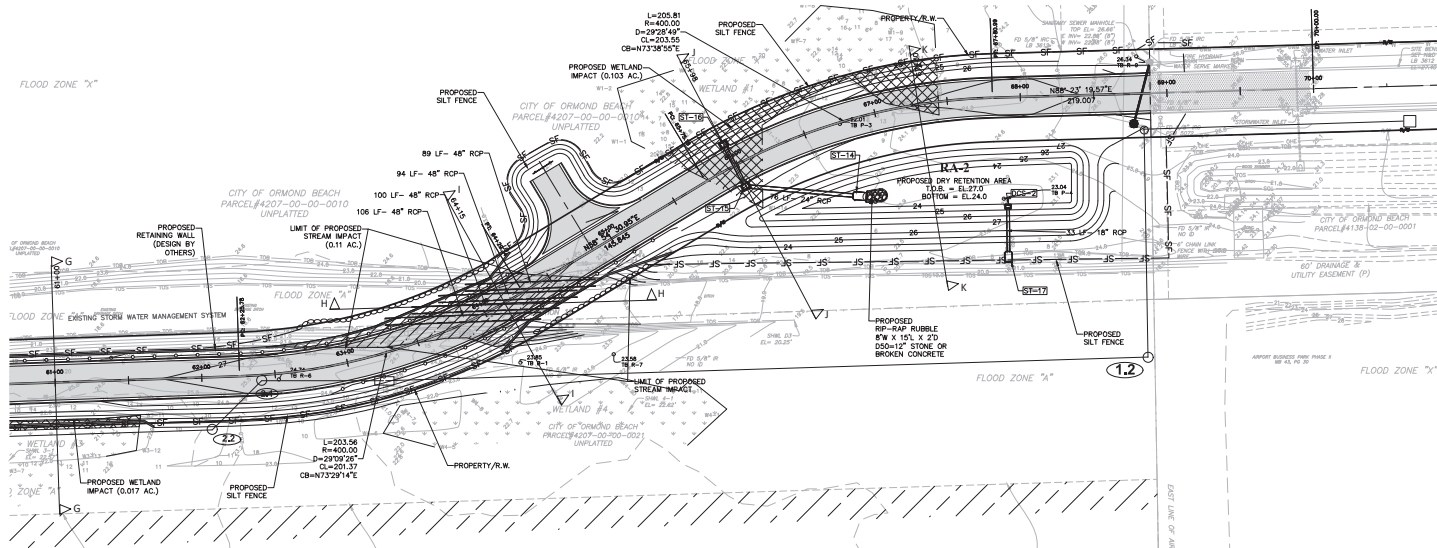
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8	10/15/18	JM	ISSUED FOR PERMIT
9	10/15/18	JM	ISSUED FOR PERMIT
10	10/15/18	JM	ISSUED FOR PERMIT

**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
PLAN & CROSS SECTIONS**

PROJECT NO: 201805
DESIGNED BY: JLM
DRAWN BY: JLM
CHECKED BY: HK
DATE: 10/15/18
SCALE: AS SHOWN

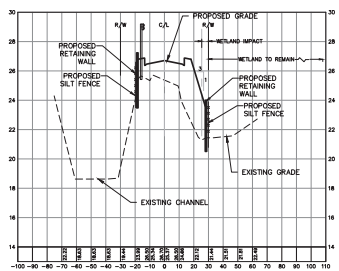
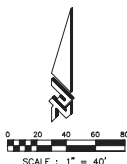
HAULING: 10,000 CY
NOT TO SCALE
SHEET C30 OF 31

FLOOD ZONE "X"

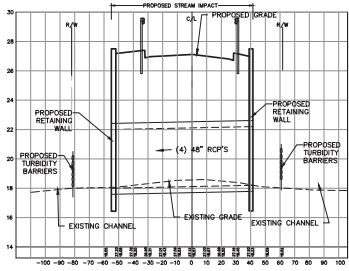


PLAN VIEW
SCALE: 1"=40'

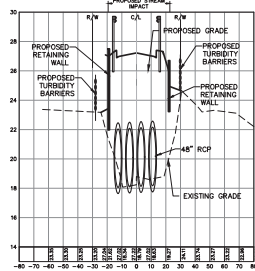
- LEGEND:**
- SF PROPOSED SILT FENCE
 - EXISTING WETLANDS
 - PROPOSED DIRECT WETLAND IMPACT
 - PROPOSED STREAM IMPACT



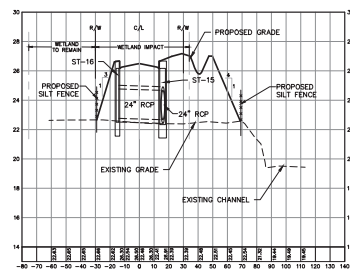
CROSS SECTION G-G
SCALE: 1"=40' HORIZ.
1"=4' VERT.



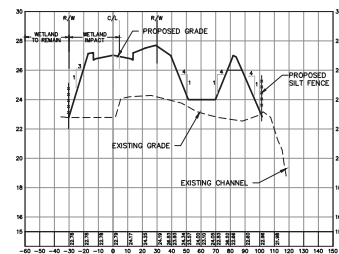
TYPICAL SECTION H-H
SCALE: 1"=40' HORIZ.
1"=4' VERT.



CROSS SECTION I-I
SCALE: 1"=40' HORIZ.
1"=4' VERT.



CROSS SECTION J-J
SCALE: 1"=40' HORIZ.
1"=4' VERT.



CROSS SECTION K-K
SCALE: 1"=40' HORIZ.
1"=4' VERT.



ZEV COHEN & ASSOCIATES
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	12/15/2011	HK	DESIGN DEVELOPMENT
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8	12/15/2011	HK	DESIGN DEVELOPMENT
9	12/15/2011	HK	DESIGN DEVELOPMENT
10	12/15/2011	HK	DESIGN DEVELOPMENT

**O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
PLAN & CROSS SECTIONS**

PROJECT NO: 20110185
DESIGNED BY: HK/ML
DRAFTED BY: JLM
CHECKED BY: HK
DRAWING FILE: 2011_0185-03
USER'S: XXXXX.DWG
WFP'S: XXXXX.DWG

HAULING P.C. 10/10/11
NOT VALID WITHOUT SEAL



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-44
Strategic Goal:	Economic Development - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - Ormond Beach Airport Business Park Collector Road Extension Project		
Summary:	The design for the Ormond Beach Airport Business Park Collector Road Extension consists of extending the existing road approximately 1,900 ft to the West, making the connection to Pineland Trail which will allow entry to the Airport Business Park. This project has been fully permitted through the St. Johns River Water Management District. On July 18, 2023, bids were opened, and five bids were received, ranging from \$4,290,643 to \$2,855,055 for the collector road extension. The low bid of \$2,855,055 from JD Weber Construction Co. of Ormond Beach, FL. is over the original engineer's estimate of \$1,111,600. However, the City has applied for and received Department of Economic Opportunity grant funds to cover the difference between the actual and estimated costs. Volusia County has witnessed two consecutive years of asphalt price increases accounting for this cost increase.		
Financial Impact:	The total cost of construction, based upon bids received, is expected to be \$2,855,055. The City has received a funding commitment for this project from the State of Florida in the form of a Florida Job Growth Infrastructure Grant of \$1,623,426. The Public Transportation Grant Agreement presented for approval elsewhere on the City Commission Agenda provides FDOT funding of 50% of the remainder of \$615,815. City funds from the Economic Development Fund 110 in the amount of \$411,000 and General Fund 001 reserves are available in the amount of \$204,815 for a match of \$615,815. This was a FY 2022-23 approved capital project and would require a budget amendment in the current fiscal year for the City match.		
Citizen Impact:	The proposed extension will improve traffic and open the airport to additional businesses, further enhancing the economic benefit that the		

	airport provides to Ormond Beach. The disruptions to the road during construction will be minimal and detours will be well signed.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of the bid for the Ormond Beach Airport Business Park Collector Road Extension project, bid number 2023-25, to JD Weber Construction Co., at the contract amount of \$2,855,055.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	1. 24-44 ABP Collector Rd Ext-JD Weber (P23-0247G) 2. JD Weber Bid 3. Signed Bid Tab
Approval:	Kelly McGuire, Finance Director 2/8/2024 Claire Whitley, Assistant City Manager 2/8/2024 Joyce Shanahan, City Manager 2/15/2024

RESOLUTION NO. 2024-44

A RESOLUTION ACCEPTING A BID FROM J.D. WEBER CONSTRUCTION CO. FOR CONSTRUCTION SERVICES REGARDING THE ORMOND BEACH AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION PROJECT, UNDER BID NO. 2023-25; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2023-25) regarding construction services for the Ormond Beach Airport Business Park collector road extension project (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by J.D. Weber Construction Co. with a bid in the amount of \$2,855,055.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funding for the Project will be from the Economic Development Fund (110) \$411,000.00; General Fund Reserves (001) \$204,815.00; a Florida Job Growth Infrastructure Grant \$1,623,426.00; and an FDOT Public Transportation Grant \$615,815.00 and that these funds have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The bid submitted by J.D. Weber Construction Co. to perform the Project at a total cost not to exceed \$2,855,055.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with J.D. Weber Construction Co.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with J.D. Weber Construction Co. for the performance of the Project at the said price, and to pay the cost thereof from the Economic Development Fund, General Fund Reserves, a Florida Job Growth Infrastructure Grant and an FDOT Public Transportation Grant.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 19th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME J.D. WEBER CONSTRUCTION Co. LICENSE NO. CHC025621

PROJECT IDENTIFICATION:

ORMOND BEACH AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2023-25

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
<u>05/25/23</u>	<u>1</u>
<u>06/08/23</u>	<u>2</u>
<u>06/20/23</u>	<u>3</u>
<u>06/29/23</u>	<u>4</u>

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

<u>07/10/23</u>	<u>5</u>
<u>07/11/23</u>	<u>6</u>

00300-1

BID (Cont'd.)**ORMOND BEACH AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION PROJECT
ORMOND BEACH, FLORIDA**

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE**Part 1 General Construction**

ORMOND BEACH AIRPORT COLLECTOR ROAD EXTENSION PROJECT				*	*
Bid No.	ITEM	QTY	UNITS	Unit Price	Extension
101	Mobilization/Demobilization	1	LS	126,000.00	126,000.00
102	Survey and Layout	1	LS	45,000.00	45,000.00
103	Submit Certified "As-Built" Drawings	1	LS	66,000.00	66,000.00
104	Maintenance of Traffic	1	LS	15,200.00	15,200.00
105	Construction Entrance	1	LS	6,500.00	6,500.00
106	Erosion, Sedimentation, and Turbidity Control	1	LS	31,700.00	31,700.00
107	Tree Protection	1	LS	5,400.00	5,400.00
108	Clearing & Grubbing	1	LS	45,000.00	45,000.00
109	Pavement Removal	18	SY	20.00	360.00
110	Removal & Disposal of Existing 24" CMP Storm Pipe	35	LF	18.00	630.00
111	Removal & Disposal of Existing Concrete Wall	1	LS	15,000.00	15,000.00
112	Removal & Replacement of Unsuitable Materials	100	CY	47.00	4,700.00
113	Removal & Replacement of Rock Material	100	CY	100.00	10,000.00
114	Import Fill (Fill, Spread, and Compacted)	9,020	CY	22.00	198,440.00
115	FDOT (4' Dia.) Sanitary Sewer Manhole	1	EA	9,240.00	9,240.00

00300-2

116	8" PVC (SDR-26), ASTM D-3034 Sanitary Sewer Main	43	LF	68.00	2924.00
117	Connection to Existing Sanitary Sewer Manhole	1	EA	6400.00	6,400.00
118	Class III Reinforced Concrete Pipe (RCP) – Various Sizes				
	A. 18" RCP	217	LF	139.00	30,163.00
	B. 24" RCP	1,181	LF	154.00	181,874.00
	C. 48" RCP	389	LF	403.00	156,767.00
119	Double 5' x 4' Concrete Box Culvert with Headwall	1	LS	322800.00	322,800.00
120	FDOT Type "D" Inlet with Steel Grate	6	EA	5460.00	32,760.00
121	FDOT Type P5 Inlet	2	EA	5740.00	11,480.00
122	FDOT Type J (4' Dia.) Storm Drain Junction Box	3	EA	5000.00	15,240.00
123	FDOT Type J (6' W x 18' L x 9' D) Storm Drain Junction Box	1	EA	44600.00	44,600.00
124	RCP Mitered End Section – Various Sizes				
	A. 18" RCP MES	1	EA	2550.00	2,550.00
	B. 24" RCP MES	3	EA	3110.00	9,330.00
125	End Walls – Various Sizes				
	A. 18" Straight Concrete End Wall	1	EA	3040.00	3,040.00
	B. 24" Straight Concrete End Wall	2	EA	4050.00	8,100.00
126	Drainage Control Structure	2	EA	7780.00	15,560.00
127	Asphaltic Concrete Pavement, Surface Course, SP-9.5 (1 – ½")	465	TONS	144.00	66,960.00
128	6" Limerock Base Course	5,616	SY	20.00	112,320.00
129	6" Subbase Stabilized to LBR-40 98% ASSHTO	5,616	SY	11.00	61,776.00
130	FDOT Curb and Gutters – Various Sizes				
	A. FDOT Type F Curb	3,893	LF	20.00	77,860.00
	B. FDOT Type F Curb/Flared End	12	LF	27.00	324.00
	C. FDOT Valley Gutter	212	LF	33.00	6,996.00
131	FDOT Guardrail	1,567	LF	53.00	83,051.00
132	Keystone Retaining Wall	1	LS	95,790.00	95,790.00
133	Remove & Replace Permanent Fence	60	LF	80.00	4,800.00
134	Signage and Striping	1	LS	10700.00	10,700.00
135	FDOT Type III Barricade	1	EA	960.00	960.00
136	Bahia Sod	11,152	SY	5.00	55,760.00

TOTAL BID # 2,855,055.00 (Figures)
TWO MILLION EIGHT HUNDRED FIFTY FIVE THOUSAND
(Words) FIFTY FIVE DOLLARS

00300-3

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within 240 calendar days after the date when the Contract Time commences to run, and completed within 270 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: PO BOX 730386 32173-0386
Street Address: 150 BUSINESS CENTER DRIVE
City, State, Zip Code: ORMOND BEACH, FL 32174
Email: joejr@jdweberconstruction.com
Telephone No.: 386-671-2727 Fax No.: 386-671-2471

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on JULY 18, 20 23

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

(Individual's Name - Typed or Printed) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By J.D. WEBER CONSTRUCTION CO.
(Corporation Name)

FLORIDA
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

JOSEPH D. WEBER
(Name of Person Authorized to Sign - Typed or Printed)

PRESIDENT
(Title)

(Corporate Seal)

Attest Joseph S. Weber, SECRETARY

Business address: 150 BUSINESS CENTER DR.
ORMOND BEACH, FL 32174

Phone No.: 386-671-2727

Fax No.: 386-671-2471

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
<u>RCP & MES</u>	<u>COUNTY MATERIALS</u>
<u>PRECAST STRUCTURES</u>	<u>MACK CONCRETE INDUSTRIES</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Subcontractors:

Work Classification: SURVEY LAYOUT AND AS-BUILTS

Name: OCEANSIDE LAND SURVEYING, LLC

Address: 2090 S. NOVA RD., UNIT A-107, SOUTH DAYTONA, FL 32119

Phone Number: 386-763-4130

Fax Number: 386-763-4129

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: BOX CULVERT

Name: FORMASTERS CONCRETE SPECIALISTS

Address: P.O. Box 1026 LAKE HELEN, FL 32744

Phone Number: 386-228-3003 Fax Number: 386-228-0098

Work Classification: KEYSTONE WALL

Name: PAVER SCAPE, INC.

Address: 2430 RIDGEMOOR DR. ORLANDO, FL 32828

Phone Number: 407-381-0122 Fax Number: 407-704-9327

Work Classification: GUARD RAIL

Name: ALFORD CONSTRUCTION, INC.

Address: P.O. Box 1145 MANGO, FL 33550

Phone Number: 813-875-8935 Fax Number: 813-876-0681

Work Classification: ASPHALT PAVING

Name: D & W PAVING, INC.

Address: 308 SUNSET AVE. HOLLY HILL, FL 32117

Phone Number: 386-258-5440 Fax Number: 386-258-8546

Work Classification: CURBING

Name: ROMINES, INC.

Address: 4367 MARSH RD. DELAND, FL 32724

Phone Number: 386-822-4626 Fax Number: _____

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: SILT FENCE

Name: ROGERS ENVIRONMENTAL

Address: P.O. Box 4696 DELAND, FL 32721

Phone Number: 386-804-2894 Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	<u>1950</u>	L.F.	<u>\$ 2.00</u>	<u>\$ 3,900.00</u>
2. Sheeting/Shoring	<u> </u>	S.F.	<u> </u>	<u> </u>

Joseph G. Weber 07/18/23
Name (signature) Date

JOSEPH G. WEBER
Name (typed or printed)

SECRETARY / TREASURER
Title

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or "Tie" Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Joseph S. Weber 07/18/23
Name (signature) Date
JOSEPH G. WEBER
Name (typed or printed)
SECRETARY / TREASURER
Title

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

☒

To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

☒

The undersigned firm has had no litigation on any project in the last five (5) years.

☐

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

J.D. WEBER CONSTRUCTION CO.
COMPANY NAME

Joseph G. Weber
AUTHORIZED SIGNATURE

JOSEPH G. WEBER
NAME (PRINT OR TYPE)

SECRETARY / TREASURER
TITLE

JULY 18, 2023
DATE

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: J.D. WEBER CONSTRUCTION CO.

Address: 150 BUSINESS CENTER DR. ORMOND BEACH, FL
32174

Business or Contractor License Number: CUC025621

Phone Number: 386-671-2727 Fax Number: 386-671-2471

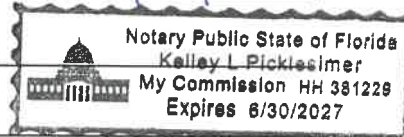
Owner's Name: JOSEPH G. WEBER Signature: Joseph G. Weber

Sworn to before me this 18th day of July 2023

Notary Public for the State of FL My Commission Expires 6/30/2027

Notary Public Signature: Kelley Picklesimer

Printed Name: Kelley Picklesimer



To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

23-25941

CITY OF ORMOND BEACH

P.O. Box 277

Ormond Beach, FL 32175-0277

386-676-3233 or btoline@ormondbeach.org

Fee: \$52.50
Valid 12/13/22 - 9/30/23

Classification Comments/Restrictions

SPECIALTY CONTRACTOR

Location / Phone

150 BUSINESS CENTER DR

(386) 671-2727

JD WEBER CONSTRUCTION CO
P.O. BOX 730386
ORMOND BEACH FL 32173



BUSINESS TAX RECEIPT

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.



**WILL ROBERTS TAX COLLECTOR SERVING VOLUSIA COUNTY
NOTICE OF AD VALOREM AND NON-AD VALOREM ASSESSMENTS
TANGIBLE FOURTH INSTALLMENT TAX BILL**

PROPERTY ADDRESS: 150 BUSINESS CENTER DR
ORMOND BEACH 32174



Pay Online

PARCEL:	6682551
ALTERNATE KEY:	6682551
MILLAGE CODE:	201
TAX YEAR:	2022

J D WEBER CONSTRUCTION CO INC
J D WEBER CONSTRUCTION CO
150 BUSINESS CENTER DR
ORMOND BEACH, FL 32174

Pay online at vctaxcollector.org/pay

WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

IF POSTMARKED BY:	Mar 31, 2023
PAY THIS AMOUNT:	16,398.63
DISCOUNT:	0%

FOURTH INSTALLMENT
TAXES BECOME DELINQUENT APRIL 1

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
VOLUSIA COUNTY GENERAL FUND	4.84990	3,232,353	25,000	3,207,353	15,555.34
VOLUSIA COUNTY LIBRARY	0.46350	3,232,353	25,000	3,207,353	1,486.61
VOLUSIA FOREVER	0.20000	3,232,353	25,000	3,207,353	641.47
VOLUSIA ECHO	0.20000	3,232,353	25,000	3,207,353	641.47
VOLUSIA COUNTY MOSQUITO CONTROL	0.17810	3,232,353	25,000	3,207,353	571.23
PONCE INLET PORT AUTHORITY	0.07600	3,232,353	25,000	3,207,353	243.76
SCHOOL	5.48200	3,232,353	25,000	3,207,353	17,582.71
ORMOND BEACH	3.76100	3,232,353	25,000	3,207,353	12,062.85
ORMOND BEACH I&S 2003	0.00500	3,232,353	25,000	3,207,353	16.04
ORMOND BEACH I&S 2010	0.08000	3,232,353	25,000	3,207,353	256.59
ST JOHN'S WATER MANAGEMENT DIST	0.19740	3,232,353	25,000	3,207,353	633.13
FLORIDA INLAND NAVIGATION DIST	0.03200	3,232,353	25,000	3,207,353	102.64
HALIFAX HOSPITAL AUTHORITY	0.86060	3,232,353	25,000	3,207,353	2,760.25

2022 TOTAL MILLAGE RATE: 16.38550

2022 TOTAL TAXES: \$52,554.09

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
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2022 TOTAL ASSESSMENTS: \$0.00

2022 TOTAL COMBINED TAXES AND ASSESSMENTS: \$52,554.09

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS



**WILL ROBERTS TAX COLLECTOR SERVING VOLUSIA COUNTY
NOTICE OF AD VALOREM AND NON-AD VALOREM ASSESSMENTS
REAL ESTATE FOURTH INSTALLMENT TAX BILL**

PROPERTY ADDRESS: 150 BUSINESS CENTER DR
ORMOND BEACH 32174

LEGAL DESCRIPTION: LOT 3 ORMOND BUSINESS CENTER SUB MB 46 PGS 127 & 128
PER OR 5007 PG 0634 PER OR 6889 PG 4849



Pay Online

PARCEL:	323110000030
ALTERNATE KEY:	5769798
MILLAGE CODE:	201
TAX YEAR:	2022

J D WEBER CONSTRUCTION CO INC
PO BOX 730386
ORMOND BEACH, FL 32173

Pay online at vctaxcollector.org/pay

WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

IF POSTMARKED BY:	Mar 31, 2023
PAY THIS AMOUNT:	2,407.64
DISCOUNT:	0%

**FOURTH INSTALLMENT
TAXES BECOME DELINQUENT APRIL 1**

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
VOLUSIA COUNTY GENERAL FUND	4.84990	562,211	0	562,211	2,726.67
VOLUSIA COUNTY LIBRARY	0.46350	562,211	0	562,211	260.58
VOLUSIA FOREVER	0.20000	562,211	0	562,211	112.44
VOLUSIA ECHO	0.20000	562,211	0	562,211	112.44
VOLUSIA COUNTY MOSQUITO CONTROL	0.17810	562,211	0	562,211	100.13
PONCE INLET PORT AUTHORITY	0.07600	562,211	0	562,211	42.73
SCHOOL	5.48200	580,509	0	580,509	3,182.35
ORMOND BEACH	3.76100	562,211	0	562,211	2,114.48
ORMOND BEACH I&S 2003	0.00500	562,211	0	562,211	2.81
ORMOND BEACH I&S 2010	0.08000	562,211	0	562,211	44.98
ST. JOHNS WATER MANAGEMENT DIST	0.19740	562,211	0	562,211	110.98
FLORIDA INLAND NAVIGATION DIST	0.03200	562,211	0	562,211	17.99
HALIFAX HOSPITAL AUTHORITY	0.86060	562,211	0	562,211	483.84

2022 TOTAL MILLAGE RATE: 16.38550

2022 TOTAL TAXES: \$9,312.42

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
-------------------	-----------	---------------	--------

2022 TOTAL ASSESSMENTS: \$0.00

2022 TOTAL COMBINED TAXES AND ASSESSMENTS: \$9,312.42

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P05000113030

Entity Name: J.D. WEBER CONSTRUCTION CO.

Current Principal Place of Business:

150 BUSINESS CENTER DRIVE
ORMOND BEACH, FL 32174

Current Mailing Address:

P.O. BOX 730386
ORMOND BEACH, FL 32173

FEI Number: 54-2180252

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

WEBER, JOSEPH D
150 BUSINESS CENTER DRIVE
ORMOND BEACH, FL 32174 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	D	Title	D
Name	WEBER, JOSEPH G	Name	WEBER, JOSEPH D
Address	23 LAUREL RIDGE BREAK	Address	385 AIRPIORT ROAD
City-State-Zip:	ORMOND BCH FL 32174	City-State-Zip:	ORMOND BCH FL 32174

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOSEPH D WEBER

PRESIDENT

03/09/2023

Electronic Signature of Signing Officer/Director Detail

Date

BID (Cont'd.)
Ormond Beach Airport Business Park
Collector Road Extension Project
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

J.D. WEBER CONSTRUCTION Co.

COMPANY NAME

Joseph S. Weber

AUTHORIZED SIGNATURE

JOSEPH G. WEBER

NAME (PRINT OR TYPE)

SECRETARY / TREASURER

TITLE

JULY 18, 2023

DATE

END OF BID

00300-16

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____

J.D. Weber Construction Co.

(hereinafter called *Principal*) and

Swiss Re Corporate Solutions America Insurance Corporation

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State of **Missouri**

Jackson and authorized to do business in the State of Florida, in the full and just sum of **Five Percent of Amount Bid**

_____ Dollars (\$ **5%**) good and lawful money of the United States of America, to be paid upon demand of the **City of Ormond Beach**, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **ORMOND BEACH AIRPORT BUSINESS PARK COLLECTOR ROAD EXTENSION (Bid No. 2023-25)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this **14th** day **July**, 20**23**.

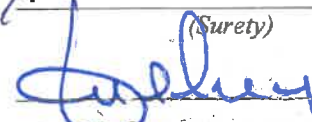
J.D. Weber Construction Co.

By:  (Principal)

ATTEST:


(SEAL)
Melissa Beckworth, Account Manager

Swiss Re Corporate Solutions America Insurance Corporation

By:  (Surety)
James C. Congelio, Attorney-In-Fact

**END OF SECTION
00410 - 1**

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAMES C. CONGELIO and JAMES N. CONGELIO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By 
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 24TH day of MAY, 20 23

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 24TH day of MAY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of July, 20 23.


Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-45
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	WRF Centrifuge PM		
Summary:	This is for Flottweg Separation Technology to perform the on-site program maintenance items recommended to be performed by the Flottweg Service Center on 2 Flottweg C4E Centrifuges. The Flottweg C4E Centrifuges are designed, manufactured and serviced by Flottweg Separation Technology. These Centrifuges are used to separate the wastewater solids from the water. Once separated, the water continues to be processed into reclaimed water and the solids are disposed of by trucking them to a disposal site. It is vital that these pieces of equipment are operational in order to complete the wastewater treatment process as required by the Florida Department of Environmental Protection (FDEP). This request is for a triennial (every 3 years) service. The initial installation cost of the equipment was \$1,356,700. Due to the specialized nature of these pieces of equipment, a factory authorized service technician possessing the training, knowledge and experience to perform troubleshooting procedures and repairs is necessary and highly recommended for obtaining reliable and comprehensive feedback regarding product specific repair or diagnostics. As there are inherent safety risks associated with a non-factory trained technician performing the work in and around energized equipment, these risks are minimized by using technicians familiar with specialty components further, specialized programming needs or compatible replacement parts or components are more readily available and the equipment is better served utilizing the factory-authorized vendor. Flottweg Separation Technology provides factory repair service for their products and provides pertinent warranty on any installed items as well as appropriate training in use and function of their specialty products.		

	Flottweg Separation Technology is the sole source, factory approved, provider for this service. This item was posted on DemandStar on January 5th and closed on January 29th with no objections.						
Financial Impact:	The cost for this project is \$27,943.06. Funds are available in the WRF Operations Budget Fund - 401.						
Citizen Impact:	Preventative maintenance of equipment at the WRF insures the equipment will function as designed, allowing for a more efficient operation of the WRF, reducing the possibility of a breakdown that could cause a sanitary sewer spill.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the approval of this preventative maintenance for \$27,943.06.						
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305						
Attachments:	1. 24-45 Flottweg Centrifuge svc (P24-0028G) 2. Purchase Authorization (Flottweg) 3. 2024-02-23 City Of Ormond Beach Parts Quote 137336 4. 2024-02-23 City Of Ormond Beach Parts Quote 137335 5. 2024-01-04 City Of Ormond 136812 6. SPWAMB24022715070 7. Flottweg Service Schedule						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>3/5/2024</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>3/13/2024</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>3/14/2024</td> </tr> </table>	Kelly McGuire, Finance Director	3/5/2024	Claire Whitley, Assistant City Manager	3/13/2024	Joyce Shanahan, City Manager	3/14/2024
Kelly McGuire, Finance Director	3/5/2024						
Claire Whitley, Assistant City Manager	3/13/2024						
Joyce Shanahan, City Manager	3/14/2024						

RESOLUTION NO. 2024-45

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE SOLE SOURCE PROCUREMENT OF PARTS AND SERVICE FROM FLOTTWEG SEPARATION TECHNOLOGY FOR MAINTENANCE OF TWO CENTRIFUGES AT THE WATER RECLAMATION FACILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, two of the City's Flottweg centrifuges at the water reclamation facility are in need of recommended preventative maintenance, and

WHEREAS, Flottweg Separation Technology is the sole and exclusive distributor and service provider for Flottweg centrifuges, and therefore, this is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization for the procurement of parts and service from Flottweg Separation Technology at a cost not to exceed \$27,943.06 (a copy of the Quotations and Purchase Authorization are attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the parts and service has been appropriated to the credit of the Water Treatment Plant Operating Fund (401) and is not appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Purchase Authorization for the sole source procurement of parts and service from Flottweg Separation Technology in the amount of \$27,943.06, and to pay the cost thereof from the Water Treatment Plant Operating Fund.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 19th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2400465
Vendor: Flottweg Separation Technology, Inc.
Resolution No. 2024-45

Requisition By: Preis Reason: Service by Flottweg factory technicians on Flottweg C4E Centrifuges model numbers: 2000037064 and 2000037084 at the Wastewater Plant
Date: 3/19/2024
Purchase of: Service by Flottweg factory technicians on Flottweg C4E Centrifuges model numbers: 2000037064 and 2000037084 at the Wastewater Plant WTP (Sole Source)
Funding through Water Treatment Plan Operating Fund 401

PAY ITEM						
NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT	
1	Quote #137336 2/23/2024	EA	1	\$7,528.00	\$7,528.00	
2	Quote #137335 2/23/2024	EA	1	\$10,135.03	\$10,135.03	
3	Quote #136812 Dated 1/4/2024	EA	1	\$10,280.03	\$10,280.03	
				Total:	\$27,943.06	

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: 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 or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.



10700 Toebben Drive
Independence, KY 41051
Phone 859-448-2300
Fax 859-448-2333

Quote

Quote No	Quote Date	Page
137336	2/23/2024	1

Bill To

City of Ormond Beach
22 S Beach St
Ormond Beach, FL 32174
US

Ship to

City of Ormond Beach
550 N Orchard St
Ormond Beach, FL 32174
US

Customer No	Slspsn	Payment terms
4134	227	net 30 days

Project
A SERVICE QUOTES

Loc	PPD/COL	Ship via	Ship Date
01		Unknown	A.S.A.P.

Line No.	Qty Ordered	UOM	Item No	Weight	Unit price	Extended price
1	24.00	EA	ST stright time	0.00	115.0000	2,760.00
2	20.00	HR	TT TRAVEL TIME	0.00	75.0000	1,500.00
3	4.00	HR	OT OVERTIME	0.00	170.0000	680.00
4	1.00	EA	AIRFARE Airfare expenses for Airfare expenses for tech	0.00	1,000.0000	1,000.00
5	1.00	EA	HOTELS Hotel expenses for a Hotel expenses for tech	0.00	600.0000	600.00
6	1.00	EA	RENTAL CAR Rental car expenses for Rental car expenses for tech	0.00	600.0000	600.00
7	1.00	EA	MEALS Meal expenses for a Meal expenses for tech	0.00	288.0000	288.00
8	1.00	EA	MISCELLANEOUS Miscellaneous expenses for a Miscellaneous expenses for tech	0.00	100.0000	100.00

THE QUOTE TOTAL MAY NOT REFLECT MISCELLANEOUS CHARGES, FREIGHT OR SALES TAX.

QUOTES ARE ONLY VALID FOR 30 DAYS.

THERE ARE NO RETURNS ON ELECTRICAL ITEMS, BEARINGS AND LUBRICATION. ANY OTHER ITEMS NOT USED

WILL HAVE A 20% RESTOCKING FEE.

Total Estimated

0.00

Quote Total

7,528.00



10700 Toebben Drive
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Quote

Quote No	Quote Date	Page
137335	2/23/2024	1

Bill To

City of Ormond Beach
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Ormond Beach, FL 32174
US

Ship to

City of Ormond Beach
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Ormond Beach, FL 32174
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Customer No	Slspsn	Payment terms
4134	227	net 30 days

Project
A SPARE PARTS

Loc	PPD/COL	Ship via	Ship Date
01		Unknown	A.S.A.P.

Line No.	Qty Ordered	UOM	Item No	Weight	Unit price	Extended price
1	1.00	SE	1005.101.40 lamellar ring	0.08 KG	171.0600	171.06
2	1.00	EA	1014.060.03 cyl. roller bearing	2.28 KG	1,439.5000	1,439.50
3	10.00	EA	2619.016.10 countersunk screw	0.01 KG	12.4800	124.80
4	10.00	EA	1148.001.00 tungsten carbide scraper	0.07 KG	57.7500	577.50
5	1.00	EA	1012.108.60 O-ring	0.00 KG	40.5600	40.56
6	1.00	EA	1212.773.02 slip ring	0.00	211.4400	211.44
7	2.00	EA	1012.679.62 O-ring	0.00	340.5200	681.04
8	1.00	EA	1012.218.60 O-ring	0.00 KG	37.4400	37.44
9	1.00	EA	1014.034.01-01 Grooved ball bearing	0.00	928.0000	928.00
10	1.00	EA	1012.113.60 O-ring	0.00 KG	42.6400	42.64
11	1.00	EA	1012.381.60 O-ring	0.02 KG	190.1900	190.19
12	1.00	EA	1014.039.01-04		1,169.0000	1,169.00



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Project
A SPARE PARTS

Loc	PPD/COL	Ship via	Ship Date
01		Unknown	A.S.A.P.

Line No.	Qty Ordered	UOM	Item No	Weight	Unit price	Extended price
			grooved ball bearing	0.00		
13	0.38	M	1019.300.00 guide ring	0.01 KG	150.0000	57.00
14	1.00	SE	1005.117.40 lamellar ring	0.75 KG	283.5000	283.50
15	1.00	EA	1012.096.60 O-ring	0.00 KG	37.4400	37.44
16	1.00	SE	1005.102.01 lamellar ring	0.06 KG	114.4000	114.40
17	1.00	EA	1012.145.60 O-ring	0.01 KG	58.2400	58.24
18	0.92	M	1019.300.00 guide ring	0.02 KG	150.0000	138.00
19	2.00	EA	1012.257.60 O-ring	0.01 KG	45.7600	91.52
20	2.00	SE	1212.753.05 slide ring sealing	0.73 KG	394.4500	788.90
21	1.00	EA	1012.100.60 O-ring	0.00 KG	34.3200	34.32
22	1.00	EA	1014.194.03 grooved ball bearing	0.60 KG	145.9500	145.95
23	1.00	EA	1012.280.60 O-ring		58.2400	58.24



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Quote

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4134	227	net 30 days

Project
A SPARE PARTS

Loc	PPD/COL	Ship via	Ship Date
01		Unknown	A.S.A.P.

Line No.	Qty Ordered	UOM	Item No	Weight	Unit price	Extended price
				0.01 KG		
24	0.50	SE	1005.102.01 lamellar ring		114.4000	57.20
				0.03 KG		
25	1.00	EA	2311.707.00 scraper strip		462.0000	462.00
				0.00		
26	1.00	EA	2311.448.00 scraper strip		318.0000	318.00
				0.00		
27	12.00	EA	0037.068.41 head cap screw		7.0000	84.00
				0.06 KG		
28	6.00	M	1064.033.00 sponge rubber		69.8000	418.80
				0.00		
29	1.00	EA	1012.186.60 O-ring		9.0000	9.00
				0.00 KG		
30	3.00	EA	0096.062.01 V-belts		76.6500	229.95
				0.46 KG		
31	2.00	EA	1001.4125 V-belts		165.3600	330.72
				0.31 KG		
32	2.00	EA	1002.011.01 roller bearing grease		62.4000	124.80
				0.85 KG		
33	3.00	EA	1002.017.00-02 Bearing Grease CateneraSympact		134.4000	403.20
				1.20 KG		
34	1.00	EA	1002.195.00-02 gear oil		145.0000	145.00
				0.00		



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Customer No		Slpsn		Payment terms		Project	
4134		227		net 30 days		A SPARE PARTS	
Loc	PPD/COL	Ship via		Ship Date			
01		Unknown		A.S.A.P.			
Line No.	Qty Ordered	UOM	Item No	Weight		Unit price	Extended price
35	1.00	EA	1012.530.60 O-ring	0.00 KG		22.8800	22.88
36	4.00	EA	1004.6531 clamping sleeve	0.08 KG		27.2000	108.80



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Quote

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Bill To

City of Ormond Beach
22 S Beach St
Ormond Beach, FL 32174
US

Ship to

City of Ormond Beach
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US

Customer No	Slspsn	Payment terms
4134	234	net 30 days

Project
A SPARE PARTS

Loc	PPD/COL	Ship via	Ship Date
01		Unknown	A.S.A.P.

Line No.	Qty Ordered	UOM	Item No	Weight	Unit price	Extended price
1	1.00	SE	1005.101.40 lamellar ring	0.08 KG	171.0600	171.06
2	1.00	EA	1014.060.03 cyl. roller bearing	2.28 KG	1,439.5000	1,439.50
3	10.00	EA	2619.016.10 countersunk screw	0.01 KG	12.4800	124.80
4	10.00	EA	1148.001.00 tungsten carbide scraper	0.07 KG	57.7500	577.50
5	1.00	EA	1012.108.60 O-ring	0.00 KG	40.5600	40.56
6	1.00	EA	1212.773.02 slip ring	0.00	211.4400	211.44
7	2.00	EA	1012.679.62 O-ring	0.00	340.5200	681.04
8	1.00	EA	1012.218.60 O-ring	0.00 KG	37.4400	37.44
9	1.00	EA	1014.034.01-01 Grooved ball bearing	0.00	928.0000	928.00
10	1.00	EA	1012.113.60 O-ring	0.00 KG	42.6400	42.64
11	1.00	EA	1012.381.60 O-ring	0.02 KG	190.1900	190.19
12	1.00	EA	1014.039.01-04		1,169.0000	1,169.00



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Customer No	Slspsn	Payment terms
4134	234	net 30 days

Project
A SPARE PARTS

Loc	PPD/COL	Ship via	Ship Date
01		Unknown	A.S.A.P.

Line No.	Qty Ordered	UOM	Item No	Weight	Unit price	Extended price
			grooved ball bearing	0.00		
13	0.38	M	1019.300.00 guide ring	0.01 KG	150.0000	57.00
14	1.00	SE	1005.117.40 lamellar ring	0.75 KG	283.5000	283.50
15	1.00	EA	1012.096.60 O-ring	0.00 KG	37.4400	37.44
16	1.00	SE	1005.102.01 lamellar ring	0.06 KG	114.4000	114.40
17	1.00	EA	1012.145.60 O-ring	0.01 KG	58.2400	58.24
18	0.92	M	1019.300.00 guide ring	0.02 KG	150.0000	138.00
19	2.00	EA	1012.257.60 O-ring	0.01 KG	45.7600	91.52
20	2.00	SE	1212.753.05 slide ring sealing	0.73 KG	394.4500	788.90
21	1.00	EA	1012.100.60 O-ring	0.00 KG	34.3200	34.32
22	1.00	EA	1014.194.03 grooved ball bearing	0.60 KG	145.9500	145.95
23	1.00	EA	1012.280.60 O-ring		58.2400	58.24



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136812	1/4/2024	3

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4134	234	net 30 days

Project
A SPARE PARTS

Loc	PPD/COL	Ship via	Ship Date
01		Unknown	A.S.A.P.

Line No.	Qty Ordered	UOM	Item No	Weight	Unit price	Extended price
				0.01 KG		
24	0.50	SE	1005.102.01 lamellar ring		114.4000	57.20
				0.03 KG		
25	1.00	EA	2311.707.00 scraper strip		462.0000	462.00
				0.00		
26	1.00	EA	2311.448.00 scraper strip		318.0000	318.00
				0.00		
27	12.00	EA	0037.068.41 head cap screw		7.0000	84.00
				0.06 KG		
28	6.00	M	1064.033.00 sponge rubber		69.8000	418.80
				0.00		
29	1.00	EA	1012.186.60 O-ring		9.0000	9.00
				0.00 KG		
30	3.00	EA	0096.062.01 V-belts		76.6500	229.95
				0.46 KG		
31	2.00	EA	1001.4125 V-belts		165.3600	330.72
				0.31 KG		
32	2.00	EA	1002.011.01 roller bearing grease		62.4000	124.80
				0.85 KG		
33	3.00	EA	1002.017.00-02 Bearing Grease CateneraSympact		134.4000	403.20
				1.20 KG		
34	2.00	EA	1002.195.00-02 gear oil		145.0000	290.00
				0.00		



10700 Toebben Drive
Independence, KY 41051
Phone 859-448-2300
Fax 859-448-2333

Quote

Quote No	Quote Date	Page
136812	1/4/2024	4

Bill To

City of Ormond Beach
22 S Beach St
Ormond Beach, FL 32174
US

Ship to

City of Ormond Beach
550 N Orchard St
Ormond Beach, FL 32174
US

Customer No		Slspn		Payment terms		Project	
4134		234		net 30 days		A SPARE PARTS	
Loc	PPD/COL	Ship via		Ship Date			
01		Unknown		A.S.A.P.			
Line No.	Qty Ordered	UOM	Item No	Weight		Unit price	Extended price
35	1.00	EA	1012.530.60 O-ring	0.00 KG		22.8800	22.88
36	4.00	EA	1004.6531 clamping sleeve	0.08 KG		27.2000	108.80



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____

Date: January 5, 2024

Vendor: Flottweg Separation Technology

Cost: \$27,943.06

Requested by: Ron Burk, Equipment Maintenance Supervisor

Dept/ Div: Equipment Maintenance

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested:

This is for the procurement of Flottweg Separation Technology to perform the on-site PM's that are recommended to be performed by the Flottweg Service Center on 2 Flottweg C4E Centrifuges model numbers: 2000037064 and 2000037084.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

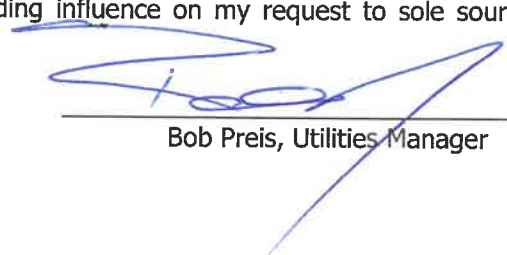
The Flottweg C4E Centrifuges are designed manufactured and serviced by Flottweg Separation Technology. Due to the specialized nature of this piece of equipment, a factory authorized service technician possessing the training, knowledge and experience to perform troubleshooting procedures and repairs is necessary and highly recommended for obtaining reliable and comprehensive feedback regarding product specific repair or diagnostics. Additionally, inherent safety risks associated with a non-factory trained technician performing the work in and around energized equipment are minimized by using technicians familiar with specialty components. Also, specialized programming needs or compatible replacement parts or components will be better served with this vendor.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Flottweg Separation Technology provides factory repair service to their products and provides pertinent warranty on any installed items as well as appropriate training in use and function of their specialty products.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.


Bob Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

1. Check after 1st start up:

Company

after first 500h	Housing	Check housing inside and outside for deposits and clean if necessary (if no deposits: extend time limit up to 6 months)
	Gear box	Change oil

2. Regular maintenance to be carried out by the operating company:

daily	Entire unit	Check for irregular vibration/ noise
	Housing	Check hazard areas, covers and protection against contact; refurbish if necessary
weekly	Housing	Check housing for tightness
	Compensators	Check for leakage
	Rotor	Lubricate (see section 3.1)
	Control cabinet	Check cabling for power and control for damage
every 3 months	Housing	Check housing inside and outside for deposits and clean if necessary (if no deposits: extend time limit up to 6 months)
	Gear box	Check gear box for tightness and arrange refurbish if necessary
	Rotor	Check wear protection at solids discharge for wear and exchange if necessary (if no abrasion: extend time limit up to 6 months)
every 6 months	Gear box	Change oil
	Rotor	lubricate (see section 3.1)
	Control cabinet	Check function, lamp test, emergency-stop device and refurbish if necessary
	Control cabinet	Check function of air condition / aeration, clean and refurbish if necessary

1 year service

a) can be carried out by operating company:

yearly	Drive	Check elastic elements for deformation
	Drive	Check rubber pads for damages and replace if necessary
	Drive	Replace V-belts, or after 6000 working hours. Check V-belt-pulleys for wear, arrange replacement if necessary
	Drive motors	Lubricate drive motors
	Gear box	Change oil
	Control cabinet	Check control cabinet (inside and outside) as well as components for mechanical damage, tightness, corrosion, check control voltage and grounding and refurbish if necessary
	Entire unit	check the safety functions

Flottweg

yearly	Installation	Check the entire installation for stability and vibrations, refurbish if necessary
	Frequency inverter	Check max. possible bowl and differential speed, read out error messages and refurbish if necessary
	Bearing temperature monitoring	Check and refurbish if necessary
	Rotor, scroll, housing	After dismantling, check for wear, arrange repair or replacement if necessary (if no abrasion: extend time limit up to 2 years)
	Rotor	small inspection
	Rotor bed	Check hollow rubber dampers for fatigue and replace if necessary
	Gear box	Replace mechanical seals and bearings for gear box input shaft, or after 6000 working hours
	Frequency inverter	Check scroll moment control, set points, parameters, read out error messages, functional test and refurbish if necessary

3 years service

additionally to 1-year service:

must be carried out by authorized *Flottweg* Service:

Rotor	Replace scroll bearing and scroll gaskets
Rotor	Replace bowl bearings
Rotor	large inspection

6 year service

additionally to 1-year and 2-years service:

must be carried out by authorized *Flottweg* Service:

Drive	Replace elastic elements
Compensators	Replace compensators
Rotor bed	Replace hollow rubber dampers



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-46
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Purchase - Replacement of Sand Filter Valves at WTP		
Summary:	This is for the purchase of sand filter effluent valve's 1,2,4 and backwash inlet 2 actuators. The sand filters are an integral part of the WTP operation, removing pathogens and particulates that can cause odor, taste, and color issues in the finished water. This purchase includes valve mount adaption plate, drive bushing & 4-20ma in/out for control. This is a critical component of the operation of the sand filters at the Water Treatment Plant (WTP). City staff have experience in operating and maintaining these actuators to minimize downtime and extend the life of the actuator; Rotork actuators similar to those included in this purchase are in service at the WTP and Water Reclamation Facility (WRF). The existing actuators, manufactured by Auma Inc. have reached the end of their service life and are currently out of service. Utilities staff have had success using Rotork actuators which have proved to be reliable and longer-lasting. Additionally, these actuators allow for a new control strategy to enhance the effectiveness of the filter operation. Fluid Control Specialties is the exclusive, authorized distributor for Rotork products in Volusia County. Attempts to purchase from authorized distributors from outside the sales area were directed to this vendor. Fluid Control Specialties is the sole and exclusive Municipal representative for Rotork actuators within the state of Florida. This item was posted on DemandStar on January 31st and closed on February 22nd with no objections.		
Financial Impact:	The cost of these parts is \$56,653.96. Funds are available in the Water Treatment Plant Operating Fund - 401.		

Citizen Impact:	The efficient operation of the sand filters is necessary in providing clean and safe water for City utility customers.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the purchase of these actuators.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 24-46 Effluent Valves-Fluid Control Spec (P24-0015G) 2. Purchase Authorization (Fluid Control Specialities).pdf 3. GS QUOTE#- 0023584- FILTER VALVES RETROFIT v2.0 4. Rotork Sole Source Letter 2023 5. SPWAMB24011014110	
Approval:	Kelly McGuire, Finance Director 3/5/2024 Claire Whitley, Assistant City Manager 3/13/2024 Joyce Shanahan, City Manager 3/14/2024	

RESOLUTION NO. 2024-46

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF ROTORK ACTUATORS FROM FLUID CONTROL SPECIALTIES, INC. FOR THE SAND FILTERS AT THE WATER TREATMENT PLANT; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, city staff is seeking to replace six failed Rotork actuators which are critical components of sand filters at the water treatment plant, and

WHEREAS, Fluid Control Specialties, Inc. is the exclusive authorized distributor of Rotork products which are the only parts that are compatible with the City's existing Rotork actuators, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization for the purchase of six Rotork actuators from Fluid Control Specialties, Inc. at a cost of \$56,653.96, a copy of said Purchase Authorization is attached hereto and incorporated herein by reference, and

WHEREAS, the City Manager has certified that the money for the payment of the parts has been appropriated to the credit of the Water Treatment Plant Operating Fund (401) and is not appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the sole source procurement of six Rotork

actuators for the sand filters at the Water Treatment Plant at a cost of \$56,653.96, and to pay the cost thereof from the Water Treatment Plant Operating Fund.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 19th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2400xxx
Vendor: Fluid Control Specialties LLC
Resolution No. 2024-46

Requisition By: Finley

Reason: Replacement of Sand Filter Valves at WTP

Date: 3/19/2024

Purchase of: Purchase of Rotork replacement Sand Filter Vales at WTP (Sole Source)- Funding through Water Treatment Plan Operating Fund 401

PAY ITEM

NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	Actuator - Backwash Inlet #2	EA	1	\$9,060.86	\$9,060.86
2	Actuator - Backwash Inlet #3	EA	1	\$9,060.86	\$9,060.86
3	Effluent Valve #4	EA	1	\$9,060.86	\$9,060.86
4	Effluent Valve #1	EA	1	\$9,527.69	\$9,527.69
5	Backwash Control Valve	EA	1	\$9,527.69	\$9,527.69
6	Effluent Valve #2	EA	1	\$10,416.00	\$10,416.00
				Total:	\$56,653.96

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: 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 or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.



QUOTATION		
DATE	NUMBER	PAGE
2/23/2024	0023584	1 of 1

UN-APPROVED

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CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH, FL 32175
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CITY OF ORMOND BEACH
PO BOX 277
ORMOND BEACH, FL 32175
US

Accepted By: _____
Company: _____
Date: _____
PO#: _____
Ship To: _____

ATTENTION:

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE	
		CITY OF ORMOND BEACH	JJL/JJL	FULL FREIGHT ALLOWED	
1	ACTUATOR	BACKWASH INLET #2 IACTUATOR -QT1000 480VAC WT FA12 (4-20mA IN/OUT) VALVE MOUNT ADAPTION DRIVE BUSHING MACHINING /		\$9,060.86	\$9,060.86
1	ACTUATOR	BACKWASH INLET #3 ACTUATOR-IQT 1000 480VAC WT FA12 (4-20mA IN/OUT) VALVE MOUNT ADAPTION DRIVE MACHINING /		\$9,060.86	\$9,060.86
1	ACTUATOR	EFFLUENT VALVE #4 ACTUATOR-IQT 1000 480VAC WT FA12 (4-20mA IN/OUT) VALVE MOUNT ADAPTION DRIVE BUSHING MACHINING /		\$9,060.86	\$9,060.86
1	ACTUATOR	EFFLUENT VALVE #1 ACTUATOR- IQT2000 480VA WT FA14 (4-20mA IN/OUT) VALVE MOUNT ADAPTION DRIVE BUSHING MACHINING /		\$9,527.69	\$9,527.69
1	ACTUATOR	BACKWASH CONTROL VALVE ACTUATOR- IQT2000 480VA WT FA14 4-20mA IN/OUT) VALVE MOUNT ADAPTION DRIVE BUSHING MACHINING /		\$9,527.69	\$9,527.69
1	ACTUATOR	EFFLUENT VALVE #2 ACTUATOR IQ12 480VAC,WT,43RPM,B4 (4-20mA IN/OUT) GEARBOX-IW4R 92:1 / FA14 VALVE MOUNT ADAPTION DRIVE BUSHING MACHINING /		\$10,416.00	\$10,416.00

EXISTING ACTUATOR REMOVAL - (NOT INCLUDED)
NEW ACTUATOR INSTALLATION -(NOT INCLUDED)
CONTROL WIRINING -(NOT INCLUDED)
POWER WIRING - (NOT INLCUED)

This quote is subject to and incorporates by reference Fluid Control Specialties ("Fluid Control Spec") Terms & Conditions and Customer Warranty available at www.fluidcontrolspect.com which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the ("Fluid Control Spec") Terms & Conditions and Customer Warranty posted on Fluid Control Specialties website.

**QUOTE VALID FOR 60 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3%
CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL**

TOTAL: \$56,653.96



January 3, 2023

Attn: To whom it may concern

Subject: Sole Source Representative

To whom it may concern,

Rotork Controls, Inc.
675 Mile Crossing Blvd.
Rochester, New York
14624

tel: +1 585 247 2304
fax: +1 585 247 2308
www.rotork.com

Rotork Controls, Inc. is the sole manufacturer of Rotork products and associated equipment. Fluid Control Specialties, Inc. located in Sanford, Florida is the sole and exclusive Municipal representative for Rotork actuators within the state of Florida, including all counties east of Rt. 231. Counties excluded are Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, and Gulf.

No other representative can sell products; provide OEM replacement parts, maintenance, repair services, field services and technical support for Rotork Controls, Inc. within the state of Florida excluding the counties identified above.

Products will be deemed out of warranty if any ancillary equipment associated with the installation of said products is done by anyone other than the aforementioned representative
Your contact for Fluid Control Specialties, Inc. is:

Robert Whritenour
111 Maritime Drive
Sanford, Florida 32771
Office: 407.302.5611
Fax: 407.302.5612
Email: robert.whritenour@fc-spec.com

If you have questions regarding this issue, please contact me at (904)334-0614

Sincerely,

Jack Burns

Jack Burns
Area Sales Manager - Florida



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____

Date: January 10th 2024

Vendor: Fluid Control Specialties LLC

Cost: \$38,065.41

Requested by: Ryan Bounds. Lead SCADA Technician

Dept/ Div: Public Works

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested:

This is for the purchase of Sand Filters Effluent Valve's 1,2,4 and backwash inlet 2 actuators. This purchase includes valve mount adaption plate, drive bushing & 4-20ma in/out for control. Please also see attached quote.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

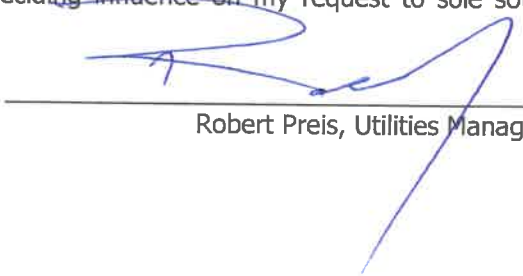
This item is a critical component for the operation of the Sand Filters at the Water Plant. We currently use Rotork actuators threw out the City of Ormond Beach at the Water Plant and Waste Water Plant. City staff has experience in operating and maintaining these actuators to minimize down time and extend the life of the actuator. These actuators will replace the existing failed actuators that are currently out of service. In addition, these actuators will allow for a new control strategy to enhance the effectiveness of the Filter operation.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

Fluid Control Specialties is the is the exclusive authorized distributor for Rotork products, in Volusia County. Attempts to Purchase from authorized Distributers from out of our sales area were directed to this vendor.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.


Robert Preis, Utilities Manager

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). (5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-47
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Emergency Repair of Lighting at Sports Complex		
Summary:	This is a request for approval of an emergency procurement for repair services from the sole source provider Musco Sports Lighting, LLC, which provides lighting services to the City of Ormond Beach, that will result in purchases exceeding staff authorized procurement thresholds in current fiscal periods. In November and December 2023, multiple Musco Sports Lighting LED fixtures and drivers on Baseball Field 3, Soccer Fields 8, 9, and 10 at the Ormond Beach Sports Complex began experiencing issues. Staff worked with its current vendor, Economy Electric, to locate and repair burnt wires in the underground conduit that were feeding the Musco lighting poles with electricity. Failing to remedy the issue, Musco Sports Lighting, LLC was notified. Per their warranty requirements, Musco Sports Lighting, LLC sent their vendor, Oak City Electric, to make the necessary repairs. In late December, staff notified Economy Electric of additional inoperable lights, who, after investigating the damage, contacted Musco Sports Lighting, LLC to repair the sports lights per their warranty. On Jan 24, 2024, Musco Sports Lighting, LLC technicians verified the damage resulted from lightning strikes. Because the current fixture warranty does not cover damages resulting from lightening, staff received a quote from Musco Sports Lighting, LLC for the repairs totaling \$80,572 on Feb 5, 2024. The warranty also requires that Musco Sports Lighting, LLC complete any necessary repairs in order to retain the warranty. Musco Sports Lighting, LLC submitted a quote for \$80,572 for the following repairs:		

	• Furnish & replace (9) LED fixtures and LED Drivers on Baseball Field 3, pole B8 • Furnish & replace (7) LED fixtures and LED Drivers on Soccer Field 8, pole S21 • Furnish & replace (12) LED fixtures and LED Drivers on Soccer Fields 9 & 10, pole S26 Staff initiated the emergency procurement process to ensure lighting was available for the upcoming spring sports season. The spring season includes many games which extend past daylight hours, making it imperative to have the lighting operational to ensure safety. These repairs will restore quality lighting which ensures the safety of players, coaches, and spectators by enhancing the visibility and reducing the risk of collisions or other accidents. It is imperative that the City of Ormond Beach provides well-lit sports fields for games and practices.
Financial Impact:	Funding will be obtained from Fund 301-General Capital Improvements Fund. The necessary funding will be transferred to the General Capital Improvement Fund from the City's General Liability Fund. A budget amendment will be required if this item is approved.
Citizen Impact:	Repairing the lighting on the athletic fields promotes a safe, engaging and high quality environment for athletes, community involvement, and ensures long-term sustainability of the facility.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for the necessary sole source emergency purchase exceeding staff purchasing thresholds for the repairs to the lighting at the Sports Complex athletic fields.
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279
Attachments:	1. 24-47 Emerg repair field lights-Musco (P24-0027G) 2. Musco Quote 3. Ormond Beach Constant 25 Warranty
Approval:	Kelly McGuire, Finance Director 3/11/2024 Claire Whitley, Assistant City Manager 3/12/2024 Joyce Shanahan, City Manager 3/14/2024

RESOLUTION NO. 2024-47

A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FOR EQUIPMENT AND REPAIR SERVICES FROM MUSCO SPORTS LIGHTING TO REPAIR DAMAGED LIGHTS AT THE ORMOND BEACH SPORTS COMPLEX; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, multiple Musco light fixtures on baseball field 3, soccer fields 8, 9 and 10 at the Ormond Beach Sports Complex were damaged as a result of a lightning strike, and

WHEREAS, Section 2-300(h), *Code of Ordinances*, allows the City to make emergency procurements of supplies, services or construction when there exists a threat to public health, welfare or safety, and

WHEREAS, due to the concern for public safety, the City's staff determined that it was in the best interest of the City of Ormond Beach and the general public to accept a quote from Musco Sports Lighting to repair the light fixtures at a cost of \$80,572.00 (a copy of said Quote and Purchase Order are attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the services will be appropriated to the General Capital Improvement Fund (301) through a budget amendment, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby ratifies and affirms the emergency procurement from Musco Sports Lighting and the expenditure of funds from the

General Fund in the amount of \$80,572.00 to repair light fixtures on baseball field 3, soccer fields 8, 9 and 10 at the Ormond Beach Sports Complex.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 19th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Quote

Date: February 5, 2024

To: Tim Janson

Project: Ormond Beach Sports Complex

Musco Project Number: SVC-498334

Quotation Price

The fee for services rendered including labor, listed materials and freight is \$80,572.00** Plus applicable sales tax.

Scope of Service

Musco proposes the following service:

- Furnish and replace (9) LED Fixtures and LED Drivers on Baseball Field 3, pole B8.
- Furnish and replace (7) LED Fixtures and LED Drivers on Soccer Field 8, Pole S21.
- Furnish and replace (12) LED Fixtures and LED Drivers on Soccer Field 9 and 10, this is a common pole, pole S26.

Notes

- Reasonable access to all poles with construction-sized lift is required.
- Ground protection (plywood) and assistance to move, if needed, provided by owner.

Payment Terms: Signed Purchase Order Required

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco. Freight Charges have been included in the above prices. Sales tax is NOT included as part of this quote.

Licenses and Permits

MUSCO, a non-union organization, requires the customer to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

Nonliability

Before Musco enters the Property to set up its equipment under this Agreement, Customer must notify Musco of any landscaping or surface areas that are to be avoided by Musco in setting up its equipment. Absent Musco's negligence or willful misconduct, Musco is not, at any time or to any extent, liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property, from any cause that at any time may be suffered or sustained by Customer, or by any person on or about the Property arising out of the entry or activities on the Property by Musco, or any person or persons permitted on the Property by Musco.

Prices are good for acceptance and delivery for 90 days only, unless such time is extended in writing. If you have any questions regarding the quotation, please call me at 641-673-2682.

Sincerely,



Gene Fynaardt
Service and Parts Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 641-673-2682
E-mail: gene.fynaardt@musco.com





Purchase Order

Fiscal Year 2024

Page: 1 of: 1

B
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City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20240351**

Delivery must be made within doors of
specified destination.

V
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MUSCO CORPORATION
MUSCO SPORTS LIGHTING LLC
100 1ST AVE WEST
OSKALOOSA, IA 52577
Email: AR@MUSCO.COM
Fax: 641-673-2015

S
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Athletic Fields & City Sports
700 Hull Road
Leisure Services
Ormond Beach, FL 32174

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
800-825-6020		641-673-2015	2400461			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
02/09/2024	2010			PARKS AND RECREATION SERVICES		
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	Emergency repair lighting at the Sports Complex The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	emergency lighting repairs at sports complex		1.0	EACH	\$80,572.00	\$80,572.00

VENDOR COPY

Total Ext. Price	\$80,572.00
PO Total	\$80,572.00

TERMS AND CONDITIONS PLEASE READ CAREFULLY

GENERAL CONDITIONS

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$2,500.00 or more require a purchase order number. **Invoices must show the purchase order number.** The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods are to be shipped F.O.B. Destination. **The City will pay no freight or expense charges, except by previous agreement.** The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations, as they pertain to this order. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements, as applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address on the purchase order.



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 illumination levels are guaranteed as described in the Project Details on the following page. Musco will electronically monitor luminaire operation and operating hours, and will group re-lamp if applicable.

Individual luminaire outages that occur during the 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 pay an additional fee 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.

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.

Structural Integrity

Your project has been designed to FBC 2017, 140mph, Exposure C
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 25™

25-Year Product Assurance & Warranty Program

Project Details

Project Name: Ormond Beach Soccer Fields 1-3 Project Number: 185875
Owner: City of Ormond Beach City: Ormond Beach State: FL
Product(s) Covered: Light-Structure System™ Total Light Control™
Date Issued: March 15, 2019
Expiration: March 15, 2044 or maximum hours of coverage noted below, whichever occurs first
Total Average kW per hour: 71.30

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

Field/Zone	Fixture Quantity	Lamp Type	Average Target Light Level	Uniformity Max/Min	Total Relamps Included	Estimated Annual/25-Year Estimated Usage Hours	Maximum Hours of Coverage
Soccer 1	22	TLC-LED-1150	30 FC	3.0:1.0	NA	300 / 7,500 hours	NA
Soccer 2	20	TLC-LED-1150	30 FC	3.0:1.0	NA	300 / 7,500 hours	NA
Soccer 3	18	TLC-LED-1150	30 FC	3.0:1.0	NA	300 / 7,500 hours	NA



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 Total Light Control – TLC for LED™ or 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 control 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.
- e. **Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.
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



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-48
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Universal Engineering Sciences, Inc. - Additional Work Authorization		
Summary:	This is a request for additional professional service from Universal Engineering Sciences, Inc (Universal) for the amount of \$60,000. Universal is a continuing contract consultant for the City. There was a staff work authorization of \$24,900 in October 2023. The Building Department's budget includes an expenditure category for other contractual services, which includes Universal. Universal historically has provided additional building inspection personnel during heavy inspection days, and while staff inspectors are unavailable due to leave or professional training. Universal also has inspectors with a wide range of building certifications to supplement the City inspectors. Following the recent retirement of the City's Chief Building Official, the City's Plans Examiner was promoted into the Chief Building Official position, leaving the Plans Examiner position vacant. The Plans Examiner position is a highly specialized and regulated position, requiring several building-related licenses approved by the State. The position has been advertised since November 2023 and there have been no qualified applicants. Building staff has been utilizing Universal for limited plan review to ensure uninterrupted delivery of critical services.		
Financial Impact:	The Building Department's budget contains funds for other contractual services. This request would utilize portions of the unused Plans Examiner's salary. There is adequate funding for the additional work authorization in the amount of \$60,000. Depending on the ability to hire a qualified applicant, additional work authorization may be needed later this year.		
Citizen Impact:	The Plans Examiner is a key component of the Building Department, without a qualified individual, the Building Department would not be able		

	to process permits for sheds, interior build-outs, single-family houses, and commercial projects.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the attached additional work authorization to Universal in the amount of \$60,000. Depending on the ability to hire a qualified plan reviewer, an additional work authorization may be needed.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-48 Universal Engineering Work Authorization (P24-0036) 2. Universal Eng Bldg Professional Svcs 23-24-Addtl Work 3. 10.2023 Universal Eng Bldg Inspection Svcs 23-24
Approval:	Kelly McGuire, Finance Director 3/5/2024 Claire Whitley, Assistant City Manager 3/11/2024 Joyce Shanahan, City Manager 3/11/2024

RESOLUTION NO. 2024-48

A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL ENGINEERING SCIENCES, INC., FOR THE PROVISION OF BUILDING INSPECTION SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Universal Engineering Sciences, Inc. entered into a Continuing Engineering Services Agreement on March 20, 2017 for the purpose of providing building inspection services on an as-needed basis, and

WHEREAS, the City and Universal Engineering Sciences, Inc. entered into a Work Authorization on October 24, 2023 for an amount not to exceed \$24,900.00, and

WHEREAS, additional building inspection services are needed for an amount that is reasonably estimated not-to-exceed \$60,000.00 through the end of fiscal year 2023-2024, and

WHEREAS, in accordance with Sec.2-300(f) *Code of Ordinances*, because the accumulated cost of building inspection services from Universal Engineering Sciences, Inc., through the end of fiscal year 2023-2024 is expected at an amount not-to-exceed \$84,900.00 (i.e. \$24,900.00 + \$60,000.00) and exceeds the City Manager's threshold, City Commission approval is required, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the General Fund (001) and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Work Authorization, a copy being attached hereto, between the City and Universal Engineering Sciences, Inc., for the provision of building inspection services at a cost not-to-exceed \$60,000.00, and to pay the cost thereof from the General Fund (001).

SECTION TWO. The City Commission hereby ratifies and affirms the execution of the Work Authorization dated October 24, 2023 in the amount of \$24,900.00, including all actions taken in furtherance thereof.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 19th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Universal Engineering Sciences, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Building Inspection Services – FY 23/24 – Additional Work

Project Description: To provide building inspection services, as required by the Building Division, based on the attached Private Provider Rate Sheet and Private Provider Inspector Qualification Statement.

Estimated Project Construction Cost: N/A

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Building Inspection Services	Actual Cost	\$60,000.00
Total Fee Authorized:	Not To Exceed	<u>\$60,000.00</u>

Funding Source: Building Department Operating Account

Estimated Time for Completion: Through 9/30/24

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
UNIVERSAL ENGINEERING SCIENCES, INC

By: _____
Bill Partington
Mayor

By: _____
Brian C. Pohl, P.E.
Branch Manager

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

UNIVERSAL ENGINEERING SCIENCE, INC.

911 Beville Rd, Suite 3
South Daytona, FL 32119
386-756-1105 ~ Fax: 386-760-4067

February 19, 2024

Building Division Manager
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Mr. Chris Walter, CBO:

We are pleased to provide you with the rate sheet below for Private Provider Services through Universal Engineering Sciences:

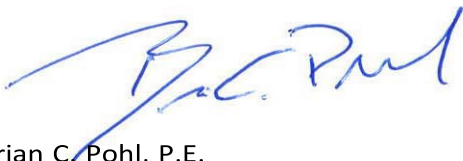
PRIVATE PROVIDER RATES

CITY OF ORMOND BEACH		
UNIT NAME	UOM	RATE
Plan Review	Hour	125.00
Inspector – Standard Time	Hour	85.00
Inspector – Commercial Trades	Hour	85.00
Building Official	Hour	150.00

Should you have any questions, please do not hesitate to ask. Thank you!

Respectfully Submitted,

UNIVERSAL ENGINEERING SCIENCES



Brian C. Pohl, P.E.
P.E. Number 60216
Branch Manager

**UNIVERSAL ENGINEERING SCIENCE, INC.**

911 Beville Rd, Suite 3
 South Daytona, FL 32119
 386-756-1105 ~ Fax: 386-760-4067

**Private Provider Inspector Qualification Statement**

Private Provider Firm: Universal Engineering Sciences, Inc.
 Private Provider Name: Brian C. Pohl, P.E.
 Address: 911 Beville Road, Suite 3, South Daytona, FL 32119
 Phone: (386) 756-1105 Fax: (386) 760-4067

Names, License/Certificate Numbers, and License description of provider and duly authorized agents who will be providing services for this project:

Name	License #	License Type
Brian C. Pohl	PE 60216	Licensed Professional Engineer
Mike Navarra	BN – 3977	Standard Inspector (Building) Residential Combination Inspector
	CRC – 057614	Certified Residential Contractor
	SFP – 184	Residential Plans Examiner
	PX – 1865	Standard Plans Examiner (Building)
Mark Criswell	BN – 4769	Standard Inspector (Building) Residential Combination Inspector
	PX - 2448	Standard Plans Examiner (Building, Mechanical, Electrical & Plumbing)
	BU - 1534	Certified Building Code Administrator
Frank Godawa	BN – 5965 PX - 3238	Standard Building Inspector (Electrical) Commercial & Residential Standard Plans Examiner (Electrical)
Robert Waldrop	BN – 4320	Standard Building Inspector (Building) Commercial & Residential
Robert T. Hofferth	BN-5373	Standard Building Inspector (Building) Commercial & Residential
William A. Ruzycky	BN – 7594	Standard Building Inspector (Building) Commercial & Residential
John Milford Lowe	BN - 8436	Standard Building Inspector (Building) Commercial & Residential
Michael Jon Morgan, Jr.	BN - 8043	Standard Building Inspector (Building) Commercial & Residential
Robert Marvel	BN – 4957	Standard Inspector (Building, Mechanical, Electrical & Plumbing) Commercial & Residential
Eric Reinertsen	BN – 6739	Residential Combination Inspector Standard Building Inspector (Mechanical, Plumbing & Building) Commercial & Residential
	PX –3758	Standard Plans Examiner

Michael Leo Dove	BN – 6842	Standard Inspector (Building) Residential Combination Inspector
Sam David Thompson	BN – 7462	Standard Inspector (Building) Residential Combination Inspector
George Michael Spivey	BN-7428	Standard Inspector (Building) Plumbing Inspector

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Universal Engineering Sciences, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Building Inspection Services – FY 23/24

Project Description: To provide building inspection services, as required by the Building Division, based on the attached Private Provider Rate Sheet and Private Provider Inspector Qualification Statement.

Estimated Project Construction Cost: N/A

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Building Inspection	Actual Cost	\$24,900.00
Total Fee Authorized:	Not To Exceed	<u>\$24,900.00</u>

Funding Source: 00152401 503403

Estimated Time for Completion: Through 9/30/24

AUTHORIZED:
CITY OF ORMOND BEACH

By: Joyce A. Shanahan
City Manager

ACCEPTED:
UNIVERSAL ENGINEERING SCIENCES, INC

By: Brian C. Pohl, P.E.
Branch Manager

Date: 10/20/2023

Date: 10/24/23

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

UNIVERSAL ENGINEERING SCIENCE, INC.

911 Beville Rd, Suite 3
South Daytona, FL 32119
386-756-1105 ~ Fax: 386-760-4067

October 16, 2023

Building Division Manager
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Mr. Tom Griffith, CBO:

We are pleased to provide you with the rate sheet below for Private Provider Services through Universal Engineering Sciences:

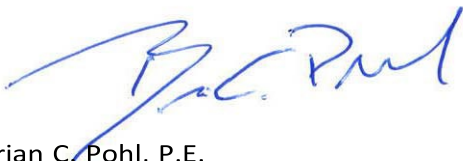
PRIVATE PROVIDER RATES

CITY OF ORMOND BEACH		
UNIT NAME	UOM	RATE
Plan Review	Hour	125.00
Inspector – Standard Time	Hour	85.00
Inspector – Commercial Trades	Hour	85.00
Building Official	Hour	150.00

Should you have any questions, please do not hesitate to ask. Thank you!

Respectfully Submitted,

UNIVERSAL ENGINEERING SCIENCES



Brian C. Pohl, P.E.
P.E. Number 60216
Branch Manager

**UNIVERSAL ENGINEERING SCIENCE, INC.**

911 Beville Rd, Suite 3
 South Daytona, FL 32119
 386-756-1105 ~ Fax: 386-760-4067

**Private Provider Inspector Qualification Statement**

Private Provider Firm: Universal Engineering Sciences, Inc.
 Private Provider Name: Brian C. Pohl, P.E.
 Address: 911 Beville Road, Suite 3, South Daytona, FL 32119
 Phone: (386) 756-1105 Fax: (386) 760-4067

Names, License/Certificate Numbers, and License description of provider and duly authorized agents who will be providing services for this project:

Name	License #	License Type
Brian C. Pohl	PE 60216	Licensed Professional Engineer
Mike Navarra	BN – 3977	Standard Inspector (Building) Residential Combination Inspector
	CRC – 057614	Certified Residential Contractor
	SFP – 184	Residential Plans Examiner
	PX – 1865	Standard Plans Examiner (Building)
Mark Criswell	BN – 4769	Standard Inspector (Building) Residential Combination Inspector
	PX - 2448	Standard Plans Examiner (Building, Mechanical, Electrical & Plumbing)
	BU - 1534	Certified Building Code Administrator
Frank Godawa	BN – 5965 PX - 3238	Standard Building Inspector (Electrical) Commercial & Residential Standard Plans Examiner (Electrical)
Robert Waldrop	BN – 4320	Standard Building Inspector (Building) Commercial & Residential
Robert T. Hofferth	BN-5373	Standard Building Inspector (Building) Commercial & Residential
William A. Ruzycky	BN – 7594	Standard Building Inspector (Building) Commercial & Residential
John Milford Lowe	BN - 8436	Standard Building Inspector (Building) Commercial & Residential
Michael Jon Morgan, Jr.	BN - 8043	Standard Building Inspector (Building) Commercial & Residential
Robert Marvel	BN – 4957	Standard Inspector (Building, Mechanical, Electrical & Plumbing) Commercial & Residential
Eric Reinertsen	BN – 6739	Residential Combination Inspector Standard Building Inspector (Mechanical, Plumbing & Building) Commercial & Residential
	PX –3758	Standard Plans Examiner

Michael Leo Dove	BN – 6842	Standard Inspector (Building) Residential Combination Inspector
Sam David Thompson	BN – 7462	Standard Inspector (Building) Residential Combination Inspector
George Michael Spivey	BN-7428	Standard Inspector (Building) Plumbing Inspector



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-49
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award of Fleming Ave Drainage Improvements		
Summary:	During the period of May 17-24, 2009, the City experienced a storm event that resulted in many areas of the City receiving approximately 27 inches of rainfall. This resulted in significant flooding of homes and streets in the Laurel Creek drainage basin area of the City. In June 2009, the City Commission authorized a stormwater study to be performed by its stormwater consultant, CDM, to determine what improvements could be made to prevent future flooding incidents from occurring. As part of the study, CDM modeled the May storm along with lesser storm events (mean annual, 5, 10, 25, and 100 year/24 hour design storms) for the Laurel Creek area. The study recommended a 2 phase approach to improve the drainage in this area. Phase 1, completed in 2014, interconnected the Central Park lakes, installed a pump station and a one-way flap gate at Wilmette Avenue. In 2019, McKim & Creed, Inc., was authorized to design the Fleming Avenue Drainage Improvements project. This project will interconnect drainage systems on the South Side of Fleming that currently have a private outfall to the Central Park Lake System. This connection will help alleviate the flooding that occurs on Fleming Ave in moderate to heavy rain events. On January 17, 2024, bids for the project were received and opened. Four companies submitted bids for consideration; the bids ranged from a high value of \$2,822,212.52 to a low bid of \$2,118,529.70. The low bidder for this project was Built-Rite Construction of Central Florida. McKim & Creed have reviewed the bids and recommends award of the bid to Built-Rite.		
Financial Impact:	This project is funded through the Federally Funded Hazard Mitigation Grant Program administered by the State of Florida, Division of Emergency Management; this grant will fund \$1,537,590 of the construction cost of \$2,118,529.70. The remainder of the project cost		

	(\$580,939.70) will be funded from the Stormwater Fund-107. This project was included in the prior year budget; funding will need to be re-appropriated to the current fiscal year through a future budget amendment.
Citizen Impact:	This project will allow for better management of stormwater during flooding events. There will be minimal impacts to the public or traffic during construction.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends full award of the bid for the Fleming Ave Drainage Improvements, Bid Number 2024-15, to Built-Rite Construction of Central Florida, at the contract amount of \$2,118,529.70.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-49 Fleming Ave Drain Impr-Built Rite Constr (P24-0039G) 2. Bid-Built Rite Construction of Central Florida 3. BID 2024-15 signed tabulation
Approval:	Kelly McGuire, Finance Director 3/5/2024 Claire Whitley, Assistant City Manager 3/11/2024 Joyce Shanahan, City Manager 3/11/2024

RESOLUTION NO. 2024-49

A RESOLUTION ACCEPTING A BID FROM BUILT-RITE CONSTRUCTION OF CENTRAL FLORIDA, INC. FOR CONSTRUCTION SERVICES REGARDING THE FLEMING AVENUE DRAINAGE IMPROVEMENTS PROJECT, UNDER BID NO. 2024-15; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2024-15) regarding construction services for the Fleming Avenue drainage improvements project (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Built-Rite Construction of Central Florida, Inc. with a bid in the amount of \$2,118,529.70 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that this Project will be funded from a Hazard Mitigation Grant (\$1,537,590.00) and the Stormwater Fund (\$580,939.70) and that these funds have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The bid submitted by Built-Rite Construction of Central Florida, Inc. to perform the Project at a total cost not to exceed \$2,118,529.70 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with Built-Rite Construction of Central Florida, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Built-Rite Construction of Central Florida, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Stormwater Fund and Hazard Mitigation Grant funds.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 19th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**SECTION 00300
BID**

CONTRACTOR'S NAME Built-Rite Construction of Central Florida, Inc. LICENSE NO. CUC057414

PROJECT IDENTIFICATION: **FLEMING AVENUE DRAINAGE IMPROVEMENTS**

CONTRACT IDENTIFICATION AND NUMBER: **Bid No. 2024-15**

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
<u>12-28-23</u>	<u>1</u>
<u>1-12-24</u>	<u>2</u>
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

BID

**00300-1
ISSUED FOR BID**

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

BASE BID					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
GENERAL					
1	Mobilization and Demobilization (Max 5% of Bid)	1	LS	100,000.00	100,000.00
2	Survey & Layout	1	LS	25,000.00	25,000.00
3	Submit Certified "As-Built" Drawings	1	LS	25,000.00	25,000.00
4	Maintenance of Traffic	1	LS	80,000.00	80,000.00
5	Erosion and Sediment Control	1	LS	20,000.00	20,000.00
GENERAL BID SUBTOTAL					250,000.00
PAVING & DRAINAGE					
6	Remove Existing Pipe				
	a. 2-inch GSP Water Main	535	LF	10.00	5,350.00
	b. 8-inch DIP	35	LF	12.00	420.00
	c. 15-inch CMP	234	LF	15.00	3,510.00
	d. 18-inch CMP	77	LF	15.00	1,155.00
	e. 24-inch RCP	1,235	LF	15.00	18,525.00
	f. 14-inch x 23-inch RECP	64	LF	15.00	960.00
	g. 29-inch x 45-inch RECP	124	LF	15.00	1,860.00

BID

00300-2
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
7	Concrete Removal				
	a. Remove Existing Concrete Sidewalk	1,322	SY	10.00	13,220.00
	b. Remove Existing Concrete Driveway	360	SY	10.00	3,600.00
	c. Remove Existing Concrete Curb & Gutter	1,716	LF	8.00	13,728.00
8	Furnish & Install Storm Drain Pipe				
	a. 18-inch RCP	107	LF	166.00	17,762.00
	b. 14-inch x 23-inch	64	LF	194.00	12,416.00
	c. 24-inch RCP	1,656	LF	158.00	261,648.00
	d. 30-inch RCP	78	LF	200.00	15,600.00
	e. 36-inch RCP	641	LF	247.00	158,327.00
	f. 24-inch x 38-inch RECP	43	LF	194.00	8,342.00
	g. 29-inch x 45-inch RECP	481	LF	225.00	108,225.00
	h. 48-inch RCP	150	LF	400.00	60,000.00
	i. 4-foot x 3-foot Box Culvert	150	LF	1,000.00	150,000.00
9	Construct Headwalls for Box Culverts	1	LS	80,000.00	80,000.00
10	Construct Headwalls for 48-inch RCP	1	LS	30,000.00	30,000.00
11	Construct Box for In-Line Check Valve	1	LS	50,000.00	50,000.00
12	Remove Existing Storm Drain Structures				
	a. Type "C"	6	EA	650.00	3,900.00
	b. 4-foot Diameter Manhole	1	EA	600.00	600.00
	c. Type "C" with Top Slab	4	EA	600.00	2,400.00
	d. Type "H"	1	EA	600.00	600.00

BID

00300-3R
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
13	Furnish & Install Catch Basin Inlets				
	a. Type "C"	9	EA	4,500.00	40,500.00
	b. Type "E"	6	EA	6,700.00	40,200.00
14	Furnish & Install Manholes				
	a. 4-foot Diameter Standard	1	EA	5,500.00	5,500.00
	b. Additional Depth Over 4 Feet	1.8	VLF	300.00	540.00
	c. 4-foot Diameter Conflict Manhole	1	EA	8,500.00	8,500.00
	d. Additional Depth Over 4 Feet	2.15	VLF	970.00	2,085.50
	e. 5-foot Diameter Conflict Manhole	1	EA	9,500.00	9,500.00
	f. Additional Depth Over 4 Feet	3.1	VLF	1,092.00	3,385.20
	g. 8-foot Diameter "J" Bottom	1	EA	25,000.00	25,000.00
	h. Additional Depth Over 4 Feet	0.52	VLF	5,000.00	2,600.00
15	Connect Existing Pipe to New Structures				
	a. 12-inch CMP to Type "C"	1	EA	2,000.00	2,000.00
	b. 12-inch x 18-inch RECP to Type "C"	1	EA	2,000.00	2,000.00
	c. 15-inch RCP to Type "C"	1	EA	2,000.00	2,000.00
	d. 15-inch RCP to Type "E"	1	EA	2,000.00	2,000.00
	e. 19-inch x 30-inch RECP to Type "E"	1	EA	2,000.00	2,000.00
	f. 24-inch RCP to Type "E"	1	EA	2,000.00	2,000.00
	g. 18-inch RCP to Type "E"	1	EA	2,000.00	2,000.00
	h. 15-inch RCP to "J" Bottom Manhole	1	EA	2,000.00	2,000.00
	i. 60-inch RCP to "J" Bottom Manhole	1	EA	4,500.00	4,500.00
16	Pavement Removal and Replacement				
	a. Asphalt Patch	2,800	SY	90.00	252,000.00

BID

00300-4R
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
17	Furnish & Install Thermoplastic, Standard, White, Solid, 12-inch	440	LF	8.00	3,520.00
18	Furnish & Install Thermoplastic, Standard, White, Solid, 24-inch	340	LF	13.00	4,420.00
19	Furnish & Install Thermoplastic, Standard, Double Yellow, Solid, 6-inch	1,500	LF	2.50	3,750.00
20	Furnish & Install Detectable Warning Mat	14	EA	380.00	5,320.00
21	Furnish & Install Curb & Gutter				
	a. Miami-Type	2,160	LF	22.00	47,520.00
	b. Valley Gutter at Intersections	165	LF	38.00	6,270.00
22	Furnish & Install Concrete Driveways	362	SY	78.00	28,236.00
23	Furnish & Install Concrete Sidewalk	1,380	SY	65.00	89,700.00
24	Construct Canal Bypass at Laurel Oaks Circle and Oak Brook Drive	1	LS	79,000.00	79,000.00
PAVING & DRAINAGE SUBTOTAL					1,700,194.70
UTILITY WORK					
25	Furnish & Install Pipe for Utility Adjustment				
	a. 8-inch PVC Water Main	80	LF	95.00	7,600.00
	b. 6-inch PVC Water Main	60	LF	90.00	5,400.00
26	Furnish & Install Compact Ductile Iron Fittings for Utility Adjustment	0.37	TON	9,000.00	3,330.00
27	Allowance to Adjust Existing Service Laterals	40	EA	1,800.00	72,000.00
28	Furnish & Install 2-inch PVC Casing	270	LF	22.00	5,940.00
29	Furnish & Install 1-inch Water Service Piping	430	LF	20.00	8,600.00
30	Connect to Existing Water Meters	9	EA	1,200.00	10,800.00

BID

00300-5R
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
31	Remove & Relocate Existing Power Poles	1	EA	30,000	30,000.00
32	Hold/Support Existing Power Poles	10	EA	800.00	8,000.00
UTILITY WORK SUBTOTAL					121,670.00 <i>151,670.00 sel</i>
SITE RESTORATION					<i>151,670.00 sel</i>
33	Furnish & Install Sod				
	a. Bahia	250	SY	4.00	1,000.00
	b. St. Augustine	2,410	SY	6.50	15,665.00
SITE RESTORATION SUBTOTAL					16,665.00
TOTAL BASE BID (Item Nos. 1-33): <i>\$ 2,118,529.70</i> (Figures) <i>Two million one hundred eighteen thousand five hundred twenty</i> (Words) <i>nine dollars and seventy cents</i>					

BID

00300-6R
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **180** calendar days after the date when the Contract Time commences to run, and completed within **210** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **FIVE HUNDRED DOLLARS (\$500.00)** for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of

(1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

(2) a Bid Bond in the amount of 5 percent of the total bid.

(b) Equipment, Material, and Subcontractors List

(c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).

(d) Drug Free Workplace Certificate

(e) Conflict, Non-Conflict of Interest, Litigation Statement

(f) Verification of Employment Status Using E-Verify System

BID

00300-7
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: 402 N Center St
Street Address: 402 N Center St
City, State, Zip Code: Pierson, FL 32180
Email: brci9@aol.com
Telephone No.: 386-749-0312 Fax No.: 386-749-0434

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on January 17, 20 24

If BIDDER is:

An Individual

By N/A _____
(Individual's Name - Signature)

(Individual's Name - Typed or Printed) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID

00300-8
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By N/A (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID

00300-9
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By Built-Rite Construction of Central Florida, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By Sandra C Large
(Name of Person Authorized to Sign - Signature)

Sandra C Large
(Name of Person Authorized to Sign - Typed or Printed)

President
(Title)

(Corporate Seal)

Attest [Signature]

Business address: 402 N Center St
Pierson FL 32180

Phone No.: 386-749-0312

Fax No.: 386-749-0434

BID

00300-10
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By N/A _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID

00300-11
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Section	Material and/or Equipment	Manufacturer
02611	Reinforced Concrete Pipe	County Line Materials
02623	PVC Pipe	JM Eagle
03450	Precast Structures	Mack Concrete
	Box Culverts	BRC - Cast in field
		per FDOT Standards

Subcontractors:

Work Classification: MOT

Name: Better Barricades

Address: 1725 Tionia Rd New Smyrna Bch, FL 32168

Phone Number: 386-427-4971 Fax Number: 386-427-8285

BID

**00300-12
ISSUED FOR BID**

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Sod

Name: Unlimited Turf

Address: 4901 NW 240th St Okechobee, FL 34972

Phone Number: 863-357-5700 Fax Number: _____

Work Classification: Paving

Name: Halifax Paving, Inc
PO Box 730549

Address: 860 Hull Rd Ormond Bch, FL 32173-0549

Phone Number: 386-676-0200 Fax Number: 386-676-0803

Work Classification: Sidewalk

Name: Allstar Concrete

Address: 1600 US Hwy 17N Seville, FL 32190

Phone Number: 386-346-1998
386-527-9395 Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID

00300-13
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	<u>2000</u>	L.F.	<u>8.00</u>	<u>16,000.00</u>
2. Sheeting/Shoring	<u>4000</u>	S.F.	<u>12.00</u>	<u>48,000.00</u>

Sandra C Large 1-17-24
Name (signature) Date
Sandra C Large
Name (typed or printed)
President
Title

BID

00300-14
ISSUED FOR BID

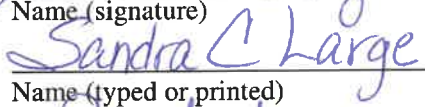
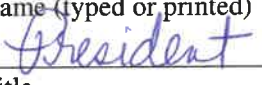
FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or "Tie" Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.


Name (signature) 1-17-24 Date

Name (typed or printed)

Title

BID

00300-15
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.



To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[]

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.



The undersigned firm has had no litigation on any project in the last five (5) years.

[]

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Built-Rite Construction of Central Florida, Inc.

COMPANY NAME

Sandra C Large

AUTHORIZED SIGNATURE

Sandra C Large

NAME (PRINT OR TYPE)

President

TITLE

January 17, 2024

DATE

BID

00300-16
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Built-Rite Construction of Central Florida, Inc.

COMPANY NAME

Sandra C Large

AUTHORIZED SIGNATURE

Sandra C Large

NAME (PRINT OR TYPE)

President

TITLE

January 17, 2024

DATE

END OF BID

BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

00300-17
ISSUED FOR BID





City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	RFP - Agent of Record		
Summary:	Currently, Brown and Brown is designated as the City's agent of record to procure Property & Casualty Insurance. The agent of record is responsible for marketing, acquiring and assisting in the maintenance of the City's property & casualty insurance program. The agent of record contract for Property & Casualty was approved by the City Commission in June 2017 and has been renewed annually since then. For professional services, the City's internal policy has been to solicit new proposals no less than every 7 years. The current fiscal year is the 7th year of engagement with the City's current agent of record. Therefore, staff is requesting approval to issue a Request for Proposal (RFP) for Agent of Record. It should be noted that this RFP is to select the agent/broker who will be authorized to obtain insurance quotes on behalf of the City and is not for the procurement of the insurance itself. The chosen agent/broker will solicit coverage and review options with the City's Insurance Program Committee in August 2024 for approval by the City Commission in September 2024. If approved by the City Commission, the RFP will be advertised and released on March 24th. As technical questions can arise while firms are preparing their proposals, the City will conduct a pre-submittal meeting to address questions concerning the RFP on April 1, 2024 at 2 p.m. The City will also accept written inquiries regarding this RFP until April 19, 2024 at 4:00 PM. Answers to all questions raised will be distributed in the form of an addendum to plan holders who have registered through DemandStar (demandstar.com) or specifically requested the RFP through the City's Purchasing Division. Proposals will be received until May 7, 2024 at 2 p.m. Evaluation and		

	selection of an agent is anticipated to be concluded in June with final contract award by the City Commission made in July.
Financial Impact:	There is no immediate impact from the issuance of this RFP.
Citizen Impact:	Engagement of an agent of record provides the necessary expertise and access to obtain the most comprehensive and cost effective solutions for general liability and property coverage.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the attached RFP.
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226
Attachments:	1. RFP 2024-29 Agent of Record-Property and Casualty Insurance
Approval:	Kelly McGuire, Finance Director 3/13/2024 Claire Whitley, Assistant City Manager 3/14/2024 Joyce Shanahan, City Manager 3/14/2024



City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS
PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Agent of Record Property & Casualty Insurance

RFP NUMBER: 2024-29

RFP OPENING DATE & TIME: May 7, 2024 at 2:00pm

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-SUBMITTAL MEETING DATE & TIME: April 1, 2024 2:00 p.m. City Hall Room 103

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Submittal", please state reasons _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of

Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
Or
www.ormondbeach.org/prr**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
AGENT OF RECORD FOR PROPERTY & CASUALTY INSURANCE**

STATEMENT OF PURPOSE

The City of Ormond Beach, Florida is seeking the professional services of an Agent or Agents of Record for Property & Casualty Insurance. The Agent or Agents of Record will assist in the negotiation of rates and resolution of issues on behalf of the City.

TERM OF AGREEMENT

The term of this Agreement shall be for a period of three (3) years and may be renewed for additional one (1) year periods upon mutual agreement of the parties. Either party may cancel the Agreement at any time by providing written notice of such cancellation at least sixty (60) days prior to the date of cancellation. The parties may mutually agree to waive the sixty (60) day notice requirement.

SCOPE OF SERVICES

The City is seeking proposals from established, qualified Property & Casualty insurance brokers who are properly licensed and have been in the business for not less than ten (10) years. The broker or brokers selected will serve as the City's Agent(s) of Record and will be responsible for conducting all services relative to the marketing, acquisition and maintenance of Property & Casualty insurance on behalf of the City of Ormond Beach. The Agent or Agents of Record may receive a reasonable commission from the Property & Casualty insurance carrier(s) and/or charge an administrative fee directly to the City. The Agent should be able to acquire liability coverage which provides for the City's choice of counsel. Examples of the work expected to be performed by the selected agent includes but are not limited to:

1. **Contact Property & Casualty insurance providers** on behalf of the City to resolve issues that may arise throughout the year as needed. The City of Ormond Beach currently purchases Excess Workers' Compensation, Property, Public Officials Liability, Employment Practices Liability, Commercial General Liability, Licensees & Permittees, Drone, Cyber, Volunteer Accident, Petroleum, Flood, Professional Liability for Specified Medical Professions (Emergency Medical Technicians – EMT), Commercial Crime, and Accidental Death and Disability for Public Safety coverage. The City may consider Auto Liability coverage, or other applicable coverage.
2. **Negotiate renewal rates** on an annual basis for the most comprehensive coverage at the most cost-effective premium with input from City staff and provide such rates no later than July of each year – unless other arrangements are agreed-to between the broker or brokers and the City.
3. Assist the Risk Manager and/or City staff in **conducting annual physical inventories** for real and personal property, **establishing** current replacement values.

4. **Prepare and maintain list of current properties** owned by the City. Update list to reflect new construction, acquisition or deletion of property and provide same to the City, at a minimum on an annual basis.
5. Assist the Risk Manager in **preparing documents and exhibits for presentation** to the City's Insurance Program Committee and/or City Commission for approval/annual renewal of Property & Casualty insurance. All documents/proposals to be considered by the City Commission for approval must be received in final form to meet deadlines established by the Risk Manager for inclusion in the City Commission agenda packet.
6. **Attend City Commission meetings** and other meetings as requested by City staff at no cost to the City.
7. Assist City staff with **review and suggested improvement** to the City's minimum insurance requirements.
8. Be available to **meet with City staff** concerning issues regarding the City's minimum insurance requirements and certificates of insurance.
9. Be willing to **assist vendors or bidders** on City contracts with insurance coverage that meets or exceeds the City's minimum insurance requirements.
10. Assist in the preparation of **Requests for Proposals** (in compliance Section 2-300 of the Ormond Beach Code of Ordinances) **and analysis of same** as needed at no charge to the City.
11. **Respond** to telephone calls from City staff on the same day or within twenty-four (24) hours and be available at night and on weekends as needed.
12. Be available to **meet on-site** as required by the City within 48 hours of request, unless other arrangements are agreed-to between the broker and the City.
13. Actively **pursue improved coverage and/or rates** on behalf of the City of Ormond Beach. Outline marketing techniques including timing, client meetings, meetings with underwriters and major carriers.
14. Perform **risk management advisory services**. Advice must be provided on emerging risk management trends, the state of the market and any new, innovated products.
15. **Review and refine existing insurance model** and **prepare ongoing reports** as requested.
16. Provide **other related services** as determined by the City at no cost to the City.

Work must be performed by a properly licensed individual demonstrating experience in Property & Casualty insurance brokerage with a familiarity of municipal issues including but not limited to providing Property & Casualty insurance in coastal communities and for public facilities for not less than ten (10) years. Any firm/individual qualified and interested in providing these services should apply in writing for consideration, outlining Proposals, capabilities, historical data and references using the Submission Form.

SELECTION PROCESS

The City of Ormond Beach will conduct an evaluation of all proposals submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The City may select one or more brokers to be the Agent(s) of Record. The responsive proposals will be evaluated on, but shall not be limited to, consideration of the submitters length of experience in providing broker services, cost of services, experience working with governmental agencies, and experience placing insurance in the State of Florida. Award of Contract to the Proposer(s) that best meets the interests of the City will be made subject to approval by the City Commission.

Professional Proposals: Any firm/individual qualified to perform the required work, having demonstrable professional experience in the Property & Casualty insurance brokerage arena and the proper licensing, and having interest in providing such services to the City of Ormond Beach, is invited to submit a Letter of Interest and Submittal.

Information to be Submitted: The proposals package shall consist of the following:

1. One (1) original letter of interest detailing the firm's ability to meet the requirements of the scope of service, loose and unbound.

One (1) signed original of the complete packet and one (1) complete electronic pdf format copy including the following: : Submit proposals to: Rob Hart, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

2.
 - a) Copy of the letter of interest.
 - b) Completed Request for Proposal (RFP) form, and Addendum Acknowledgement.
 - c) Philosophy and general project approach of the firm or individual.
 - d) **Complete the RFP Response Form.**
3. **Certification.** Submitters must certify they have the capacity to provide independent Property & Casualty insurance brokerage services, as described herein, and that they have successfully participated in similar Agreements within the past ten (10) years. The applicants must also certify that they are in good professional standing and that they understand and will comply with all Federal, State and Local guidelines that may pertain to the provision of these services.
4. Submitters must provide copies of all professional certifications for the services to be provided.
5. Documentation as to whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

6. Copy of firm's current Operational Business License renewal. Upon award of contract, the firm must register with the City's Licensing and Permitting Office.
7. Copy of firm's Errors and Omissions insurance certificate.
8. Conflict, Non-Conflict of Interest Statement and Litigation Statement
9. Drug Free Workplace Certificate
10. E-Verify Certificate
11. Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., May 7, 2024.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false

statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

XI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., May 7, 2024. Late proposals will not be accepted.

Pre-submittal meeting and inquiries: Technical questions may arise as firms are preparing their proposals. The City will conduct a pre-submittal meeting to address questions concerning the RFP on April 1, 2024 at 2 p.m. at City Hall, 22 South Beach Street, Room 103. The City will also accept written inquiries regarding this RFP until April 19, 2024 at 4:00 PM. **Questions received after that time will not be responded to.** Answers to all question raised will be distributed in the form of an addendum to plan holders who have register through DemandStar (demandstar.com). Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall downstairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and

welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions,

causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor

from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective

- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Agent of Record Property & Casualty Insurance
(RFP No. 2024-29)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Agent of Record Property & Casualty Insurance
(RFP No. 2024-29)**

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- ☐ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

City of Ormond Beach
Request for Proposals (RFP)
Agent of Record Property & Casualty Insurance
(RFP No. 2024-29)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR “TIE” SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name

Authorized Signature

Print Name

Title

City of Ormond Beach
Request for Proposals (RFP)
Agent of Record Property & Casualty Insurance
(RFP No. 2024-29)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE



City of Ormond Beach

AGENDA ITEM

March 19, 2024 - City Commission

Number: 8.O

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager's Monthly Report, March 2024		
Summary:	The following reports provide information regarding the City's finances and capital improvement projects, building permits and development activity, and economic development activities and trends.		
Financial Impact:	None		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	This report is for informational purposes. Additional information provided upon request.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	1. Updated--January 2024 Financial Status Report 2. Capital Improvements Projects, Status Report - February 2024 3. Economic Development Report - February 2024 4. Development Activity Report - February 2024 5. Building Permit Activity - February 2024		
Approval:	Kelly McGuire, Finance Director3/5/2024 Claire Whitley, Assistant City Manager3/11/2024 Joyce Shanahan, City Manager3/14/2024		



Monthly Financial Status Report

January 2024

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets.

The first table following this introduction provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Revenues at or above 33% benchmark is favorable, while expenses at or below the 33% benchmark is also favorable.

**The airport fund has revenue and expense impacts from FAA grants.
The Impact Fee funds experienced an increase in revenue due to new subdivision
(Ridge Haven).**

Financial Status Report:
January 2024

Budget Summary

Fund	Final Budget	YTD Actual		YTD Actual	
		Revenues	YTD %	Expenses	YTD %
001 - General Fund	43,461,840	20,796,932	48%	14,338,664	33%
104 - Community Redevelopment	1,609,825	1,151,835	72%	89,555	6%
106 - Ormond Crossing	329,996	206,994	63%	-	0%
107 - Stormwater	4,478,430	909,812	20%	877,771	20%
108 - Airport	2,725,948	65,168	2%	127,282	5%
109 - Local Law Enforcement Trust Fund	-	9,705	0%	1,621	0%
110 - Economic Development Fund	-	3,808	0%	-	0%
115 - Recreation Facility Fee	57,225	14,902	26%	38,253	67%
205 - Financing Debt Service	803,545	267,848	33%	78,131	10%
211 - Debt Service 2005 CIP Note	162,000	52,332	32%	2,868	2%
220 - Debt Service GOB 2010	392,114	338,978	86%	37,724	10%
301 - General Capital Improvement	1,614,840	487,065	30%	739,775	46%
302 - General Equipment & Vehicle	290,000	190,677	66%	27,595	10%
305 - Public Safety Vehicle & Equip	2,455,000	758,756	31%	291,505	12%
308 - Transportation	2,121,284	666,833	31%	1,205,349	57%
310 - Recreation Impact Fee	100,000	62,075	62%	-	0%
316 - Local Roads Impact Fee	50,000	406,625	813%	-	0%
317 - Facilities Renewal & Replacement	808,736	717,152	89%	194,945	24%
318 - Stormwater Impact Fee	50,000	20,786	42%	-	0%
319- Police Impact Fees	-	5,213	0%	-	0%
320- Fire Impact Fees	-	6,350	0%	-	0%
322 - Leisure Services Capital Fund	1,149,749	441,568	38%	12,002	1%
401 - Water/Wastewater Operating Fund	24,006,719	7,576,942	32%	8,172,475	34%
408 - Water/Wastewater E&V Fund	250,000	89,954	36%	-	0%
409 - Water/Wastewater Capital	7,000,000	1,163,266	17%	498,231	7%
414 - Water/Wastewater Consolidated Debt	5,209,000	1,403,000	27%	195,758	4%
433 - Reuse Impact Fee Fund	-	6,856	0%	11,876	0%
434 - Water Impact Fee	2,772,500	239,225	9%	60,532	2%
435 - Wastewater Impact Fee	675,000	508,125	75%	49,993	7%
460 - Solid Waste	13,285,500	6,275,677	47%	3,049,193	23%
502 - Workers Compensation	806,612	289,237	36%	254,384	32%
504 - General Liability	2,455,253	855,937	35%	1,727,450	70%
Total	\$ 120,121,116	\$ 45,990,173	38%	\$ 32,082,930	27%

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at \$16 million and is based on the taxable value (\$4.6 billion) and the General Fund operating millage (3.761). Actuals to date are \$13.8 million of the budgeted amount.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected \$1.4 million

Communication Taxes – Communication service taxes collected as of January 2024 are \$311,289.

Business Tax –Business tax collections amounted to \$38,000. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through January 2024 are \$990,000.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through January 2024, the City received a total of \$1.3 million in this category. This category was impacted by the COVID Pandemic in previous years.

Charges for Services – This category includes Leisure Services user charges and additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting. The Volusia County Library is no longer charged as it has been in previous years in this category. The City received \$376,000 in this category through January.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$16,263 as of January 2024.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$680,000

Transfers In –Transfers have been recorded in the amount of \$1.9 million.

Financial Status Report: January 2024

General Fund Revenues - January 2024

	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2023-24</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2022-23</u>	<u>FY Variance</u>	<u>FY Variance</u>
Property Tax	\$ 16,188,466	\$ 13,821,822	\$ 2,366,644	85.4%	\$ 12,466,045	\$ 1,355,777	10.88%
Utility Taxes	4,585,000	1,432,337	3,152,663	31.2%	1,189,736	242,601	20.39%
Communication Tax							
Receipts	1,700,000	311,289	1,388,711	18.3%	290,389	20,900	7.20%
Business Tax	283,500	38,423	245,077	13.6%	44,448	(6,025)	-13.55%
Licenses, Permits & Fees	5,184,350	989,002	4,195,348	19.1%	768,479	220,522	28.70%
Intergovernmental	5,256,300	1,228,685	4,027,615	23.4%	1,278,489	(49,804)	-3.90%
Charges for Services	858,138	376,425	481,713	43.9%	217,181	159,244	73.32%
Fines & Forfeitures	73,000	16,263	56,737	22.3%	16,531	(269)	-1.63%
Miscellaneous Revenues	3,553,765	679,583	2,874,182	19.1%	710,419	(30,836)	-4.34%
Transfers In	5,709,321	1,903,104	3,806,217	33.3%	1,593,036	310,068	19.46%
Use of Fund Balance	70,000	-	70,000	0.0%	-	-	0.00%
	\$ 43,461,840	\$ 20,796,932	\$ 22,664,908	47.9%	\$ 18,574,754	\$ 2,222,179	12.0%

General Fund Reserve – This category includes commitments made by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting Date	Approval Process
NOVA Sports Field Reconstruction	\$70,000.00	9/20/2023	Original Budget

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$28.2 million of the General Fund gross budget. Expenditures through January 2024 were \$9.5 million.

Operating Expenditures - This category includes \$13 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through January 2024, \$4.2 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$201,000. \$22,000 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is \$1.7 million with \$549,000 million made through January 2024.

Financial Status Report: January 2024

General Fund Expenditures - January 2024							
	Final	YTD	Remaining	% of	YTD	\$	%
	<u>Budget</u>	<u>FY 2023-24</u>	<u>Budget</u>	<u>Budget</u>	<u>FY 2022-23</u>	<u>FY Variance</u>	<u>FY Variance</u>
City Commission	\$ 398,297	\$ 123,825	\$ 274,472	31.1%	\$ 135,746	\$ (11,920)	-8.78%
City Administration	766,686	224,188	542,498	29.2%	216,315	7,873	3.64%
Support Services	436,052	149,054	286,998	34.2%	149,321	(267)	-0.18%
City Attorney	897,617	384,030	513,587	42.8%	248,412	135,618	54.59%
Legislation & Policy	2,498,652	881,097	1,617,555	35.3%	749,794	131,303	17.51%
Finance	1,126,785	364,858	761,927	32.4%	309,940	54,918	17.72%
Information Technology	1,661,794	935,146	726,648	56.3%	354,760	580,386	163.60%
Human Resources	610,162	189,971	420,191	31.1%	211,791	(21,820)	-10.30%
Planning	815,894	224,276	591,618	27.5%	216,687	7,589	3.50%
Building Inspections	1,208,177	381,442	826,735	31.6%	321,055	60,387	18.81%
Police Administration	1,197,397	354,120	843,277	29.6%	289,272	64,848	22.42%
Police Operations	7,508,510	2,801,381	4,707,129	37.3%	2,173,541	627,840	28.89%
Community Outreach	620,646	181,707	438,939	29.3%	157,762	23,945	15.18%
Criminal Investigations	1,527,310	529,724	997,586	34.7%	406,010	123,714	30.47%
Community Services	444,250	146,745	297,505	33.0%	139,794	6,951	4.97%
Records	193,324	60,355	132,969	31.2%	47,703	12,652	26.52%
Neighborhood Impr.	496,897	109,258	387,639	22.0%	115,943	(6,685)	-5.77%
Police	11,988,334	4,183,290	7,805,044	34.9%	3,330,026	853,264	25.62%
Fire	7,363,742	2,461,292	4,902,450	33.4%	2,252,630	208,661	9.26%
Streets	2,622,263	764,789	1,857,474	29.2%	665,303	99,486	14.95%
Engineering	1,251,822	363,114	888,708	29.0%	358,210	4,904	1.37%
Fleet	1,823,290	482,849	1,340,441	26.5%	534,812	(51,963)	-9.72%
Public Works	5,697,375	1,610,752	4,086,623	28.3%	1,558,325	52,426	3.36%
Economic Development	410,971	137,707	273,264	33.5%	163,816	(26,109)	-15.94%
Building Maintenance	937,759	324,097	613,662	34.6%	325,289	(1,193)	-0.37%
Administration	819,430	254,605	564,825	31.1%	218,841	35,764	16.34%
Nova Recreation	376,439	125,890	250,549	33.4%	95,507	30,383	31.81%
S. Ormond Neigh. Center	384,201	109,707	274,494	28.6%	91,873	17,834	19.41%
Athletic Fields Mnt.	1,657,484	500,144	1,157,340	30.2%	443,882	56,262	12.68%
Parks	2,650,336	721,130	1,929,206	27.2%	670,028	51,102	7.63%
Environmental Learning	205,132	60,263	144,869	29.4%	50,107	10,156	20.27%
The Casements	389,713	136,327	253,386	35.0%	102,666	33,661	32.79%
Performing Arts Center	299,738	91,522	208,216	30.5%	86,151	5,371	6.23%
Senior Center	118,154	19,781	98,373	16.7%	27,237	(7,456)	-27.37%
Community Events	246,067	54,176	191,891	22.0%	52,856	1,320	2.50%
Leisure Services	8,084,453	2,397,642	5,686,811	29.7%	2,164,437	233,204	10.77%
Grants & Aid*	91,528	21,832	69,696	23.9%	48,224	(26,392)	-54.73%
Transfers	1,718,073	549,360	1,168,713	32.0%	748,776	(199,416)	-26.63%
Contingency	185,900	-	185,900	0.0%	-	-	0.00%
	\$ 43,461,840	\$ 14,338,664	\$ 29,123,176	33.0%	\$ 12,430,262	\$ 1,908,402	15.35%

Financial Status Report:
January 2024

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$1.6 million consisting of \$653,000 in transfers into this fund. \$1.1 million has been received as of January 2024. The growth in miscellaneous income is due to the increase of interest.

Expenditures – A total of \$90,000 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - January 2024

	Final <u>Budget</u>	YTD <u>FY 2023-24</u>	Remaining <u>Budget</u>	% of <u>Budget</u>	YTD <u>FY 2022-23</u>	\$ <u>FY Variance</u>	% <u>FY Variance</u>
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	956,586	906,892	49,694	94.8%	822,397	84,495	10.3%
Miscellaneous	500	27,363	(26,863)	5472.6%	-	27,363	0.0%
Transfers In	652,739	217,580	435,159	33.3%	175,180	42,400	24.2%
Use of Fund Balance		-	-	0.0%	-	-	0.0%
	\$ 1,609,825	\$ 1,151,835	\$ 457,990	71.6%	\$ 997,577	\$ 154,258	15.46%

Downtown Redevelopment Fund Expenditures

	Final <u>Budget</u>	YTD <u>FY 2023-24</u>	Remaining <u>Budget</u>	% of <u>Budget</u>	YTD <u>FY 2022-23</u>	\$ <u>FY Variance</u>	% <u>FY Variance</u>
Planning	\$ 131,050	\$ 17,850	\$ 113,200	13.6%	\$ 35,350	\$ (17,500)	-49.5%
Public Works	86,976	1,181	85,795	1.4%	22,821	(21,640)	-94.8%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	264,500	70,524	193,976	26.7%	46,125	24,399	52.9%
Contingency	927,299	-	927,299	0.0%	-	-	0.0%
	\$ 1,609,825	\$ 89,555	\$ 1,520,270	5.6%	\$ 104,296	\$ (14,741)	-14.13%

Financial Status Report:
January 2024

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.6 million with \$910,000 received through January 2024 along with \$60,000 in miscellaneous income. The growth in miscellaneous income is due to the increase of interest.

Expenditures – The budget for stormwater expenses is \$4.5 million with \$878,000 spent to date.

Stormwater Fund Revenues - January 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	\$ FY Variance	% FY Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,575,000	866,344	1,708,656	33.6%	862,276	4,068	0.47%
Miscellaneous	50,000	43,468	6,532	86.9%	-	43,468	0.00%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	1,853,430	-	1,853,430	0.0%	-	-	0.00%
	\$ 4,478,430	\$ 909,812	\$ 3,568,618	20.3%	\$ 862,276	\$ 47,536	5.51%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2024-24	Remaining Budget	% of Budget	YTD FY 2022-23	\$ FY Variance	% FY Variance
Maintenance	4,031,830	793,107	3,238,723	19.7%	444,864	348,243	78.28%
Engineering Support	\$ 192,607	-	\$ 192,607	0.0%	\$ -	\$ -	0.00%
Transfers Out	253,993	84,664	169,329	33.3%	73,880	10,784	14.60%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 4,478,430	\$ 877,771	\$ 3,600,659	19.6%	\$ 518,744	\$ 359,027	69.21%

Financial Status Report:
January 2024

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$22.2 million with \$7.6 million collected year to date. The revenue also includes \$461,792 budgeted for transfers, of which \$153,000 has been received.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$24 million with \$8.2 million expended to date. The budget also includes \$10.9 expected transfers, of which \$3.6 million have been used in as of January.

Water/Wastewater Fund Revenues - January 2024

	Final <u>Budget</u>	YTD <u>FY 2023-24</u>	Remaining <u>Budget</u>	% of <u>Budget</u>	YTD <u>FY 2022-23</u>	\$ <u>FY Variance</u>	% <u>FY Variance</u>
Water/Sewer Charges	\$ 22,187,000	\$ 7,398,585	\$ 14,788,415	33.3%	\$ 7,009,663	\$ 388,922	5.55%
Miscellaneous	60,000	12,860	47,140	21.4%	-	12,860	0.00%
Transfers In	461,792	153,932	307,860	33.3%	141,964	11,968	8.43%
Intergovernmental	-	11,564	-	0.0%	-	11,564	0.00%
Use of Fund Balance	1,297,927	-	1,297,927	0.0%	-	-	0.00%
	\$ 24,006,719	\$ 7,576,942	\$ 16,441,341	31.6%	\$ 7,151,627	\$ 425,315	5.95%

Water/Wastewater Fund Expenditures

	Final <u>Budget</u>	YTD <u>FY 2023-24</u>	Remaining <u>Budget</u>	% of <u>Budget</u>	YTD <u>FY 2022-23</u>	\$ <u>FY Variance</u>	% <u>FY Variance</u>
Utility Billing	\$ 1,869,278	\$ 615,378	\$ 1,253,900	32.9%	\$ 541,912	\$ 73,465	13.56%
Water Production	4,323,844	1,551,419	2,772,425	35.9%	1,123,486	427,934	38.09%
Water Distribution	1,581,713	489,591	1,092,122	31.0%	468,424	21,167	4.52%
Wastewater Treatment	3,728,573	1,285,037	2,443,536	34.5%	994,146	290,890	29.26%
Wastewater Collection	1,577,833	589,223	988,610	37.3%	480,504	108,718	22.63%
Transfers Out	10,925,478	3,641,828	7,283,650	33.3%	3,785,056	(143,228)	-3.78%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 24,006,719	\$ 8,172,475	\$ 15,834,244	34.0%	\$ 7,393,528	\$ 778,947	10.54%

Financial Status Report:
January 2024

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, \$6.3 million has been received total.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2024 are \$13 million. \$3 million has been expended as of January. Year to year variance due to Hurricane Ian expenses.

Solid Waste Fund Revenues - January 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	\$ FY Variance	% FY Variance
Franchise Fees	\$ 2,394,500	\$ 458,950	\$ 1,935,550	19.2%	\$ 526,375	\$ (67,424)	-12.81%
User Fees	10,890,000	3,827,610	\$ 7,062,390	35.1%	2,889,148	938,462	32.48%
Miscellaneous	1,000	(8,777)	\$ 9,777	-877.7%	1,471	(10,248)	-696.76%
Intergovernmental	-	1,997,893	\$ (1,997,893)	0.0%	-		0.00%
Use of Fund Balance	-	-	\$ -	0.0%	-	-	0.00%
	\$ 13,285,500	\$ 6,275,677	\$ 7,009,823	47.2%	\$ 3,416,993	\$ 860,790	25.19%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	\$ FY Variance	% FY Variance
Collection & Disposal	\$ 9,816,266	\$ 2,162,949	\$ 7,653,317	22.0%	\$ 4,188,175	\$ (2,025,226)	-48.36%
Recycling	1,482,796	316,420	1,166,376	21.3%	367,887	(51,467)	-13.99%
Engineering		-	-	0.0%	-	-	0.00%
Transfers Out	1,709,480	569,824	1,139,656	33.3%	447,988	121,836	27.20%
Contingency	276,958	-	276,958	0.0%	-	-	0.00%
	\$ 13,285,500	\$ 3,049,193	\$ 10,236,307	23.0%	\$ 5,004,050	\$ (1,954,857)	-39.07%

CIP Status Report as of February 29, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements		Design/Bidding	60%		\$ 203,000	\$ 202,155	46%
		Construction	0%		\$ 865,000		
		Total			\$ 1,068,000	\$ 202,155	
Downtown Upgrades/Improvements City Hall Landscaping		Design/Bidding	100%			In-House	
		Construction	15%		\$ 60,000	\$ 154,699	0%
		Total			\$ 60,000	\$ 154,699	
Downtown East Granada Utility Undergrounding		Design/Bidding	100%		\$ 20,000	\$ 27,500	100%
		Construction	10%		\$ 100,000	\$ 991,928	0%
		Total			\$ 120,000	\$ 1,019,428	
Downtown Sidewalk Banding		Design/Bidding	75%				
		Construction	0%				
		Total					
Fund 107 - Stormwater							
Fleming Avenue Stormwater Improvements	HMGP	Design/Bidding	95%				
		Construction	0%				
		Total			\$ -	\$ -	
Amsden Road Drainage Abandonment		Design/Bidding	100%			In-House	
		Construction	0%				
		Total			\$ -	\$ -	
Fund 110 - Economic Development							
Business Park Drive Ph II		Design/Bidding	95%		\$ 195,000	\$ 104,695	100%
		Construction	0%		\$ 1,112,000		
		Total			\$ 1,307,000	\$ 104,695	
Fund 301 - General Fund							
CDBG North Ridgewood Sidewalk Improvements	CDBG 100%	Design/Bidding	100%	6/6/2023		In-House	
		Construction	100%	1/22/2024	\$ 151,165	\$ 118,224	100%
		Total			\$ 151,165	\$ 118,224	
PD Roof Replacement		Design/Bidding	100%			In-House	
		Construction	100%	1/20/2024	\$ 345,000	\$ 318,744	100%
		Total			\$ 345,000	\$ 318,744	
PD HVAC Upgrades		Design/Bidding	100%	7/19/2022	\$ 37,000	\$ 37,416	86%
		Construction	40%		\$ 225,000	\$ 598,596	35%
		Total			\$ 262,000	\$ 636,012	
PAC Renovations	ECHO \$600,000	Design/Bidding	100%	3/21/2023	\$ 77,000	\$ 76,536	90%
		Construction	100%	2/15/2024	\$ 1,630,000	\$ 1,726,865	100%
		Total			\$ 1,707,000	\$ 1,803,401	
Fund 308 - Transportation							
Doug Thomas Way Extension		Design/Bidding	100%		\$ 90,000	\$ 88,800	100%
		Construction	20%		\$ 792,000	\$ 908,015	0%
		Total			\$ 882,000	\$ 996,815	
Traffic Signal Maintenance		Design/Bidding	50%			In-House	
		Construction	0%		\$ 71,500		
		Total			\$ 71,500	\$ -	

CIP Status Report as of February 29, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 317 - Facility R & R Fund							
Outdoor Fitness Station-Nova Community Park		Design/Bidding	100%	5/16/2023		In-House	
		Construction	70%		\$ 97,000	\$ 96,735	70%
		Total			\$ 97,000	\$ 96,735	
Central Park Overlook Replacement		Design/Bidding	100%			In-House	
		Construction	0%		\$ 40,000		
		Total			\$ 40,000	\$ -	
Fund 322 - Leisure Services Capital Fund							
Nova Community Park Ballfields 2-5		Design/Bidding	78%		\$ -	\$ 15,720	78%
		Construction	0%		\$ 340,000		
		Total			\$ 340,000	\$ 15,720	
OBSC LED Softball Quad Lighting		Design/Bidding			\$ -		
		Construction	0%		\$ 800,000		
		Total			\$ 800,000	\$ -	
Fund 409 - Water/Wastewater System Improvements							
Shadow Crossings Reuse Pump Facility Upgrades		Design/Bidding	100%		\$ 46,000	\$ 46,390	52%
		Construction	15%		\$ 240,000	\$ 283,029	5%
		Total			\$ 286,000	\$ 329,419	
WTP Aeration Structure Rehab		Design/Bidding	0%		\$ 2,200,000	\$ 94,479	0%
		Construction	0%				
		Total			\$ 2,200,000	\$ 94,479	
WRF Upgrades		Design/Bidding	100%		\$ 136,000	\$ 135,642	100%
		Construction	10%		\$ 2,000,000	\$ 1,068,700	0%
		Total			\$ 2,136,000	\$ 1,204,342	
2-In Water Main Replacement Ph IV North Peninsula		Design/Bidding	100%	2/6/2024	\$ 200,000	\$ 199,872	90%
		Construction	0%		\$ 2,600,000	\$ 2,503,478	0%
		Total			\$ 2,800,000	\$ 2,703,350	
SR40 FM Addition to WM Loop		Design/Bidding	81%		\$ 75,000	\$ 104,275	81%
		Construction	0%		\$ -		
		Total			\$ 75,000	\$ 104,275	
Fund 433 - Reuse Impact Fee Fund							
Airport Road Reclaimed Water Main PH 2 - Topographic Route Survey	SJRWMD & FDEP	Design/Bidding	100%		\$ 150,000	\$ 81,840	100%
		Construction	0%				
		Total			\$ 1,100,000		
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion		Design/Bidding	81%		\$ 300,000	\$ 292,964	81%
		Construction	0%		\$ 1,300,000		
		Total			\$ 1,600,000	\$ 292,964	
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	0%		\$ 160,000	\$ 83,760	0%
		Construction	0%		\$ 1,440,000		0%
		Total			\$ 1,600,000	\$ 83,760	
WRF Ultraviolet Disinfection Conversion	FDEP (const only)	Design/Bidding	66%		\$ 270,000	\$ 272,800	66%
		Construction	0%		\$ 2,430,000		0%
		Total			\$ 2,700,000	\$ 272,800	

CIP Status Report as of February 29, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian-Roof Replacement Bailey Riverbridge		Design/Bidding	100%			In-House	
		Construction	100%		\$ -	\$ 70,748	100%
		Total			\$ -	\$ 70,748	
Hurricane Ian-Shade Structure Replacements		Design/Bidding	100%			In-House	
		Construction	40%		\$ -	\$ 146,100	0%
		Total			\$ -	\$ 146,100	
Hurricane Ian-ARBP Seawall		Design/Bidding	15%			\$ 93,965	10%
		Construction	0%		\$ -		
		Total			\$ -	\$ 93,965	
Annual Projects Fund 107 - Stormwater							
Stormwater Construction - Arbor Drive South		Design/Bidding	100%			In-House	
		Construction	70%		\$ 250,000	\$ 185,804	0%
		Total			\$ 250,000	\$ 185,804	
Annual Projects Fund 308 - Transportation							
2023 Roadway Resurfacing		Design/Bidding	100%	7/18/2023		In-House	
		Construction	95%		\$ 750,000	\$ 1,023,129	84%
		Total			\$ 750,000	\$ 1,023,129	
2023 Sidewalk Repair/Replacement Spring Meadows		Design/Bidding	100%			In-House	
		Construction	95%		\$ 302,500	\$ 108,714	90%
		Total			\$ 302,500	\$ 108,714	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation 11M & OBSC3		Design/Bidding	100%	5/2/2023		In-House	
		Construction	20%		\$ 350,000	\$ 398,250	0%
		Total			\$ 350,000	\$ 398,250	
2023 Lift Station Rehabilitation - 4P Construction deferred to FY 24/25		Design/Bidding	70%		\$ 165,000	\$ 164,612	70%
		Construction	0%				
		Total			\$ 165,000	\$ 164,612	

Misc Non-CIP Projects

Breakaway Trails Bridge Repair
Hull Road Structural Evaluation
Fiber Optic Franchise Utilities



Economic Development Monthly Report

February, 2024

Ormond Beach
December Employment

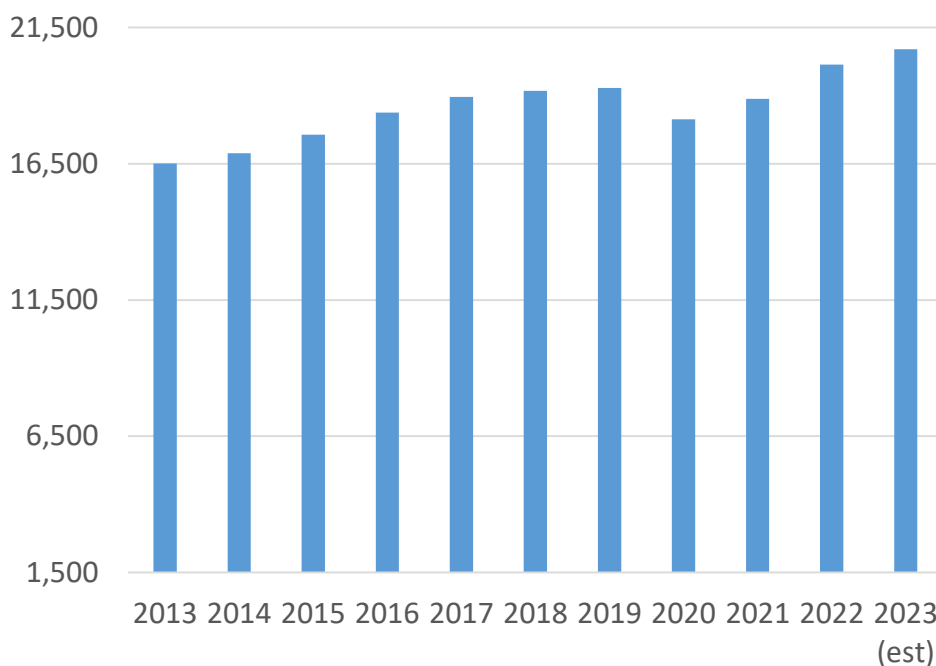
20,701

This is up 1.9% from last year

Ormond Beach
Unemployment Rate

3.1%

Ormond Beach Employment Trend



Notes and Updates:

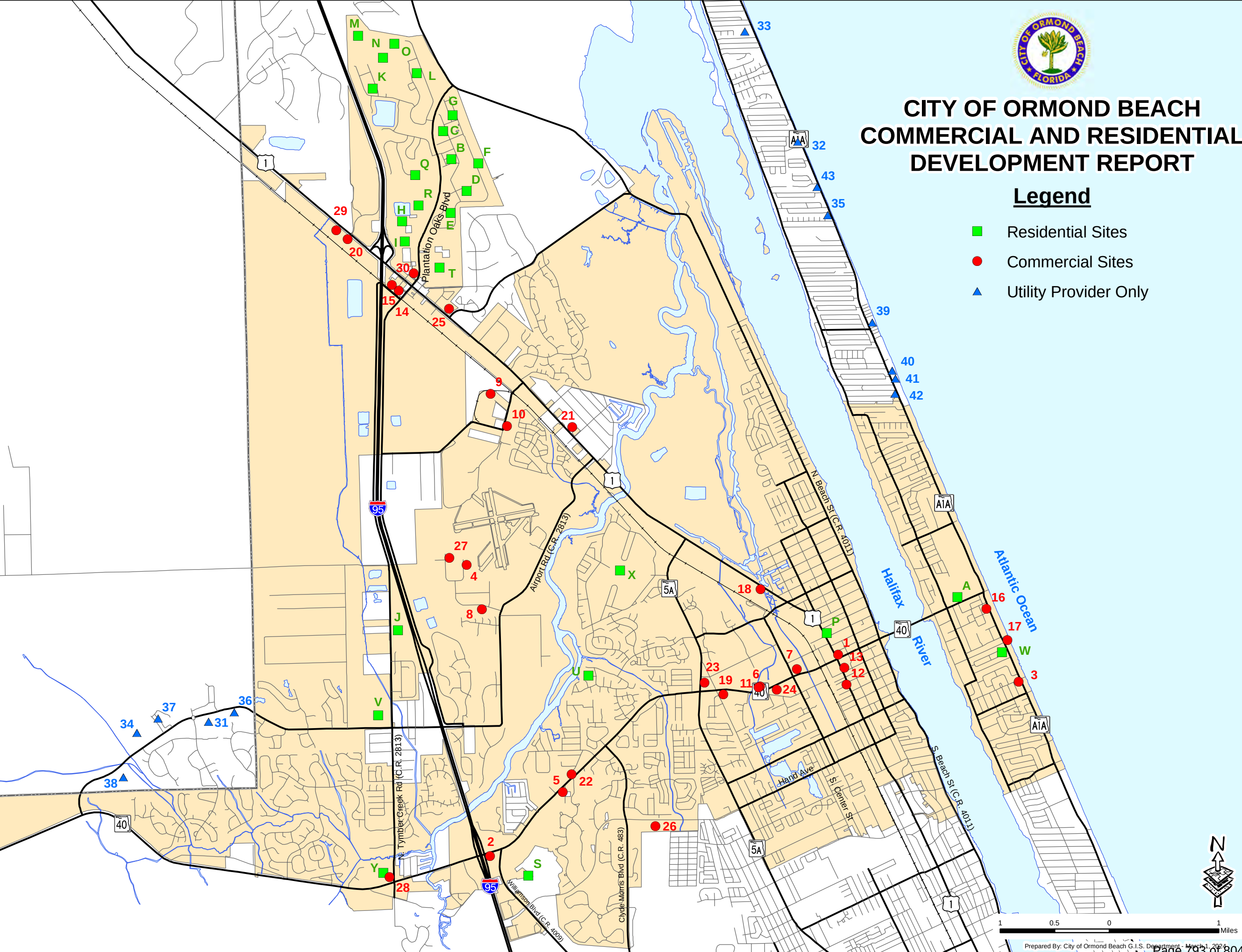
- **Employment for December** was 20,701 up 1.9% from the same month last year. The unemployment rate is 3.1%. Since January 2023 employment was up 408. Employment data for 2024 will be available in March and 2023 data will be revised allowing for an overview of average trends in 2023 and insight on how the new year and quarter is shaping up.
- **The Economic Development Staff** in collaboration with the Ormond Beach Chamber of Commerce recently published an updated version of Doing Business in Ormond Beach, an award-winning publication that provides answers to frequently asked questions by businesses and serves as a resource to existing and re-locating businesses. [A copy can be found on the City's website.](#)
- **The Economic Development Department** is currently hosting 'Startup & Grow Your Business Ormond Beach' FastTrac program in partnership with SCORE. This 10-week course is underway from January to March. There are 12 small businesses the majority of whom are Ormond Beach businesses.
- **Economic Development Staff** attended SpaceCom 2024 with Team Volusia Economic Development to promote Volusia County as a premier location for industries in the aerospace industry. Staff also presented to the Ormond Beach Chamber Economic Prosperity Hour presenting on recent economic development activity and trends locally and regionally.



CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only



RESIDENTIAL PROJECTS

- A 121 East
- B Archers Mill Phase 1 - Preliminary Plat
- C Archers Mill Phase 2 - Preliminary Plat
- D Archers Mill Phase 3 - Preliminary Plat
- E Archers Mill Phase 4 - Preliminary Plat
- F Archers Mill Phase 5 - Preliminary Plat
- G Archers Mill Phase 6 - Preliminary Plat
- H Bradford Lakes - Preliminary Plat
- I Bradford Park - Preliminary Plat
- J Enclave - Preliminary Plat
- K Fountain View Phase 1B
- L Fountain View Phase 1C
- M Fountain View Phase 1D
- N Fountain View Phase 1E
- O Fountain View Phase 1F
- P Ormond Enclave (FKA Courtyards)
- Q Plantation Oaks - 2C
- R Plantation Oaks - 2D
- S Regal Multifamily
- T Ridgehaven
- U Rivell Subdivision
- V Tattersall at Tymber Creek
- W Tides at Ormond Beach
- X Tomoka Reserve - ZMA to R-2
- Y Tymber Creek Apartments

COMMERCIAL PROJECTS

- 1 7-Eleven - Electronic Changeable Copy Signage
- 2 7-Eleven - Electronic Changeable Copy Signage
- 3 7-Eleven - Electronic Changeable Copy Signage
- 4 Beach House Graphics
- 5 Complete Cardiology Expansion
- 6 Culvers Restaurant
- 7 Ellianos OB Granada Blvd
- 8 Germfree Driveway Expansion
- 9 Halifax Paving Office
- 10 Hull Road RV & Boat Storage
- 11 IHOP
- 12 MetroNet
- 13 Mister Car Wash
- 14 North Interchange Industrial Flex Space
- 15 North Interchange Self Storage
- 16 Ocean Club Ormond Beach
- 17 Ormond Beach Holdings LLC
- 18 Ormond Beach Self Storage
- 19 Ormond Central Self Storage
- 20 Ormond Gateway Revision
- 21 Public House Restaurant
- 22 Revella at Ormond Beach ALF
- 23 Splash Car Wash
- 24 Shoppes at Granada Pointe
- 25 Stor - It
- 26 Tomoka Christian Church
- 27 Valiant Diner Phase 4
- 28 Walgreens/Commerical Area Improvements
- 29 Wawa
- 30 Woodsprings Suites

ORMOND BEACH - UTILITY PROVIDER ONLY

- 31 Amberwoods
- 32 Baileys by the Sea
- 33 Beachview Cove
- 34 Brookside at Ormond Station
- 35 Corinthian Villas
- 36 Hunters Ridge Storage Site
- 37 Iris Subdivision (Flagler)
- 38 Ironwood
- 39 Regency Plaza Condominium
- 40 Sands Point Condominium
- 41 Surf Side Club South
- 42 Surf Style
- 43 Villas at Spanish Waters

City of Ormond Beach Commercial Development Report, as of March 1, 2024

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fi-ormondbeach.civicplus.com/index.aspx?NID=247>

	Change in project status									Project nearing completion								Projects reviewed this month			
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant	
1	7-ELEVEN, ELECTRONIC CHANGEABLE COPY SIGNAGE 3 North Yonge Street PZ-2024-000016	Installation of an electronic changeable copy sign for gas prices within existing monument signage	02.07.24					NA	03.19.24	04.16.24				Not applied	Not applied	Not applied	Not applied			A = Independent Sign and Lighting 7-Eleven Inc.	
2	7-ELEVEN, ELECTRONIC CHANGEABLE COPY SIGNAGE 1546 West Granada Boulevard PZ-2024-000017	Installation of an electronic changeable copy sign for gas prices within existing monument signage	02.07.24					NA	03.19.24	04.16.24				Not applied	Not applied	Not applied	Not applied			A = Independent Sign and Lighting 7-Eleven Inc.	
3	7-ELEVEN, ELECTRONIC CHANGEABLE COPY SIGNAGE 460 South Atlantic Avenue PZ-2024-000018	Installation of an electronic changeable copy sign for gas prices within existing monument signage	02.07.24					NA	03.19.24	04.16.24				Not applied	Not applied	Not applied	Not applied			A = Independent Sign and Lighting 7-Eleven Inc.	
4	BEACH HOUSE GRAPHICS 7/9 East tower Circle PZ# 2023-027	Expansion on an existing site of 11,500 square feet and associated site improvements	02.15.23	02.23.23	04.06.23			Not applicable	Not applicable	Not applicable	04.17.23	04.17.25		In review	\$1,293,471	Issued 09.14.23	\$137,720	70%		E = Mark Dowst & Associates, Inc. O = Beach House Graphics ARC = BPF Design Inc.	
5	COMPLETE CARDIOLOGY EXPANSION 1240 West Granada Boulevard PZ# 2022-090	Enclosing of the former bank drive through with new building square footage totaling 4,326 square feet and associated site improvements. Total building square footage = 12,714. Acreage = 1.49.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23 revision 07.25.23	12.13.25		Issued 04.01.23	\$1,726,850	Issued 03.15.23	\$58,000	30%		E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.	
6	CULVER'S RESTAURANT 655 West Granada Boulevard PZ# 2023-008	Construction of a 4,460 square foot drive-thru restaurant on a vacant 3.04 acre parcel. Part of Granada Pointe PBD.	11.04.22	11.20.22	12.23.22	02.01.23	02.21.23	Not applicable	Not applicable	Not applicable	02.27.23	02.27.25		Early Review	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC APP = Jemini Investments, LLC	
7	ELLIANOS OB GRANADA BLVD 353 West Granada Boulevard SPRC-2024-000011	Re-purpose portion of existing Winn-Dixie parking lot to construct an ±800 sf free standing dual drive through only coffee shop with added drive isles, handicap space, and utility services.	01.04.24	01.31.24				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Gmuer Engineering O = Kjump, Inc.	
8	GERMFREE DRIVEWAY EXPANSION 4 Sunshine Boulevard PZ-23-00000087	Addition of two new driveways to existing facility	09.29.23	10.10.23				Not applicable	Not applicable	Not applicable	11.06.23			In review	\$178,000	Approved	\$83,000	0%		E = Mark Dowst & Associates, Inc. O = Griffin Fund 3 Bidco, Inc.	
9	HALIFAX PAVING OFFICE 860 Hull Road PZ# 2023-013	Construct a new 8,800 square foot office. Property currently in unincorporated Volusia County.	12.20.22	01.17.23	03.27.23	05.02.23		Not applicable	Not applicable	Not applicable	06.06.23	Under Constr.		Issued 07.21.23	\$1,500,000	Issued 06.09.23	\$390,000	85%		E = Parker Mynchenberg & Associates, Inc. O = Halifax Paving	
10	HULL ROAD RV & BOAT STORAGE 835 Hull Road PZ# 2023-065	Storage of RV and boats. 20 parking spaces on 0.90 acres. Re-permit of expired site plan.	05.31.23					Not applicable	Not applicable	Not applicable	05.31.23	Under Constr.		Not applicable	Not applicable	Issued 06.21.23	\$26,450	0%		E = Newkirk Engineering, Inc. O = B Mill Inc	
11	IHOP 675 West Granada Boulevard PZ# 2023-023	IHOP restaurant consisting of 3,550 square feet on 1.52 acres.	02.05.23	02.17.23	03.30.23	05.09.23	06.21.23	Not applicable	Not applicable	Not applicable	01.02.24			Early Review	Not applicable	Not applied	Not applied			E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC	
12	METRONET 124 South Yonge Street PZ# 2023-002	Proposed 344 square foot concrete unmanned fiberoptic communication hut.	10.28.22	11.15.22	01.17.23			01.23.23	Not applicable	Not applicable	1.27.23	Under Constr.		Issued 02.24.23	\$180,000	Issued 02.02.23	\$180,000	90%		E = Metro Fibernet LLC O = Coast to Coast Construction	
13	MISTER CAR WASH 49 South Yonge Street PZ# 2023-045	Modifications to existing car wash. Close driveway entrance on US1, add vacuum stalls, add landscaping.	03.29.23	04.06.23	05.12.23	08.25.23		Not applicable	06.08.23 (Approved)	07.18.23 (Approved)	09.06.23	09.06.25		Submitted	\$10,000	Issued 12.01.23	\$250,000	0%		E - Caprine O = National Retail Properties, LP	

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

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		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
14	NORTH INTERCHANGE INDUSTRIAL FLEX SPACE 520 Flagler Road PZ# 2022-076	Proposed two 11,999 square foot industrial flex space buildings on 2.34 acres and associated site improvements.	06.29.22	07.18.22	08.16.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.17.22	11.17.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
15	NORTH INTERCHANGE SELF STORAGE 540 Flagler Road PZ# 2022-075	Proposed 4-story self storage facility (110,900 square feet) with 28 RV and boat parking spaces on 3.40 acres and associated site improvements.	06.30.22	07.18.22	08.17.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.22.22	11.22.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
16	OCEAN CLUB ORMOND BEACH 88 South Atlantic Avenue PZ# 2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF) and related site improvements.	01.15.19	01.31.19	06.06.19	06.03.21		06.19.19	07.11.19	08.20.19 & 11.05.19 - Approved	08.08.21	Under Constr.		Issued 11.03.22	\$1,800,000	Issued 12.07.22	\$549,000	95%		E = The Performance Group O = 88 South Atlantic, LLC
17	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms, associated driveways, parking (108 spaces east of SRA1A and 62 spaces west of SRA1A) stormwater, utilities, signage, lighting, landscaping, public sidewalk and ADA beach access, and hotel related beach access	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22; 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 Approved	05.24.23	05.24.25		Issued 02.29.24	\$34,000,000	In Review	\$1,400,000			E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
17	ORMOND BEACH HOLDINGS LLC AMENDMENT 251 South Atlantic Avenue PZ #22-018(b)	Planned Development Amendment to remove the requirement for inclusion of beach approach improvements	12.26.23	01.17.24				02.19.24	03.14.24	Tentatively 04.16.24 & 05.07.24				See Above	See Above	See Above	See Above			E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
18	ORMOND BEACH SELF STORAGE 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres and associated site improvements.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable	10.28.23	10.28.25		In review	A = \$9,039,174 B = \$240,741 C = \$665,681 D = \$294,240 E = \$294,240 F = \$9,796,008 G = \$1,035,710	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
19	ORMOND CENTRAL SELF STORAGE 768 West Granada Boulevard PZ# 2022-092	Proposed three story building for a 106,140 square foot climate controlled self-storage facility. Overall building square footage allowed of 131,140 on 8.73 acres.	08.07.22	08.25.22	11.20.22	12.17.22		09.13.22 and 10.20.22	12.08.22 - Approved 5-0	01.24.23 (Approved) & 02.07.23	02.10.23	02.10.25		Issued 10.19.23	\$13,488,271	Issued 10.19.23	\$523,892	30%		E = Newkirk Engineering, Inc. APP = Ormond Beach Dunamis Storage, LLC O = Ormond Central Investors, LLC
20	ORMOND GATEWAY REVISION 1670 North U.S. Highway 1 PZ# 2023-025	Development of an eight lot commercial subdivision and associated site improvements.	02.07.23	02.20.23				Not applicable	03.09.23 Approved	04.18.23 Approved				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Destination Interchange, LLC
21	PUBLIC HOUSE RESTAURANT 1113 & 1117 North U.S. Highway 1 PZ-23-00000048	Proposed 6,316 square foot restaurant and site improvements	04.26.23	05.11.23	08.04.23	11.22.23		10.30.23	Not applicable	Not applicable	01.12.24			Not applied	Not applied	Not applied	Not applied			E = Engineered Permits, Inc. O = Lee Munizzi
22	REVELLA AT ORMOND BEACH ALF 1211 West Granada Boulevard PZ# 2021-073	150 resident Assisted Living Facility, 120,501 SF on 5.54 acres and associated site improvements	05.29.21	06.27.21	08.31.21			06.28.21	Not applicable	Not applicable	09.28.21	Under Constr.		Issued 11.08.22	\$29,723,266	Issued 04.26.22	\$2,184,284	90%		E = Mark Dowst & Associates, Inc. O = 1245 Blvd. Investors, LLC APP = Ormond Beach Investments, LLC
23	SPLASH CAR WASH 55 North Nova Road PZ# 2022-041	Redevelopment of a 2.53 acre parcel of a vacant church for a full service car wash with a 9,956 square foot building.	04.27.22	05.11.22	06.06.22	07.29.22	08.10.22	Not applicable	06.09.22 Approved	07.19.22 & 08.03.22 Approved	05.16.23	Under Constr.		Issued 06.08.23	1,500,000	Issued 05.08.23	\$976,942	90%		E = Upham Engineering O = Port Orange Investors, LLC APP = Ormond Car Wash Investments, LLC
24	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ-23-00000082	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	09.22.23	10.06.23	11.18.23	01.12.24		Not applicable	Not applicable	Not applicable	02.16.24	02.16.26		In review	\$2,030,000	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.

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		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
25	STOR-IT 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet (three stories) on 5.26 acres and associated site improvements.	08.11.22	08.29.22	11.09.22	03.21.23		11.17.22	12.08.22 Approve 5-0	01.24.23 (Approved) & 02.07.23	04.20.23	Under Constr.		Issued 10.17.23	\$7,000,000	Issued 06.13.23	\$821,773	20%		E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
26	TOMOKA CHRISTIAN CHURCH 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square feet 2 story building for a thrift shop, food pantry and care center to include the associated infrastructure	12.07.23	12.21.23	02.29.24			02.22.24	03.14.24	04.16.24				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = Tomoka Christian Church
27	VALIANT DINER, Phase 4 15 W Tower Circle PZ-22-027	Phase 4 building of 11,500 square feet	Previously approved					Not applicable	Not applicable	Not applicable	11.14.22	Under Constr.		Issued 12.21.23	\$1,279,800	Approved	\$150,000	5%		E = Zev Cohen & Associates, Inc. O = Valiant Equipment, LLC
28	WALGREENS/COMMERCIAL AREA IMPROVEMENTS 2001 West Granada Boulevard PZ# 2022-038	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site	03.21.22	04.05.22	04.22.22	06.03.22	06.28.22	Not applicable	Not applicable	Not applicable	07.14.22	07.14.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.
28	WALGREENS REVISIONS 2001 West Granada Boulevard SPRC-2024-000013	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site	02.05.24	02.29.24																E = Newkirk Engineering, Inc.
29	WAWA 1670 North U.S. Highway 1 PZ# 2023-076	Pending submittal. Proposed 6,119 square foot convenience store with 20 fueling stations and associated site improvements.	08.01.23	08.15.23				Not applicable	Not applicable	Not applicable				Early Review	Not applied	Not applied	Not applied			E = Kelly, Collins & Gentry, Inc. APP = WaWa, Inc. O = Destination Interchange, LLC
29	WAWA 1670 North U.S. Highway 1 PZ-2024-000005	Special Exception for authorization of an electronic display feature for gasoline pricing for the proposed WaWa	12.07.23	01.04.24				Not applicable	03.14.24	04.16.24				Not applied	Not applied	Not applied	Not applied			E = Kelly, Collins & Gentry, Inc. APP = WaWa, Inc. O = Destination Interchange, LLC
30	WOODSPRINGS SUITES 1119 Benton Street PZ-2024-000015	Comprehensive Plan map amendment from Medium Density Residential to Low Intensity Commercial	02.16.24					Not applicable	03.14.24	04.16.24				Not applied	Not applied	Not applied	Not applied			E = Germana Engineering

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#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
Ormond Beach is Utility Provider Only																				
31	AMBERWOODS Flagler County PZ-23-00000078	Utility connection, Flagler County for 40 lots on 14.39 acres	07.31.23	08.15.23	11.06.23	12.18.23		Outside City	Outside City	Outside City	01.12.24	01.12.26		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
32	BAILEYS BY THE SEA 2360 Ocean Shore Boulevard SPRC-2024-000003	Utility connection, Ormond By the Sea, 5 multi-family buildings units with 32 total units	11.02.23								11.26.23	Under constr.		Not applicable	Not applicable	Issued 11.05.2023	Utilities - \$15,861.68	5%		O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
33	BEACHVIEW COVE 2960 Ocean Shore Boulevard PZ #2021-094	Utility connection of 28 lots on 7.81 acres in Ormond by the Sea area.	08.19.21	09.06.21	10.01.21	10.31.21	09.24.23 revision	Outside City	Outside City	Outside City	11.22.21	Under constr.		Not applicable	Not applicable	Issued 10.18.2023	\$711,679.47	30%		E = Alliant engineering, Inc. O = Seagate Communities, LLC
34	BROOKSIDE AT ORMOND STATION Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres	11.21.23	12.11.23	In Review									Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
35	CORINTHIAN VILLAS PZ# 2023-011 1926 Ocean Shore Boulevard	Utility connection for existing multi-family development.	11.29.22	12.06.22	07.10.23			Outside City	Outside City	Outside City	08.08.23	Under constr.		Not applicable	Not applicable	Issued 09.15.23	\$356,177	0%		E = Clearwater Solutions, LLC O = Corinthian Villas
36	HUNTER'S RIDGE STORAGE SITE 2730 Airport Road PZ# 2022-100	Flagler County utility connection for self-storage facility. Building square footage = 102,214 on 10.44 acres	09.19.22	09.27.22				Outside City	Outside City	Outside City	12.20.22	Under constr.		Not applicable	Not applicable	Issued 08.03.23	\$22,590	15%		E = Alann Engineering Group O = Preston Court II, LLC
37	IRIS SUBDIVISION (FLAGLER) PZ# 2021-071 Flagler County	Utility connection for 76 single-family homes. Flagler County (Hunter's Ridge).	05.12.21	06.07.21	10.29.21			Outside City	Outside City	Outside City	01.10.22	Under constr.		Not applicable	Not applicable	Issued 11.02.23	\$809,314	40%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
38	IRONWOOD PZ-23-00000090 Flagler County	Utility connection for 63 single-family homes. Flagler County (Hunter's Ridge).	10.19.23	11.06.23	02.29.24			Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
39	REGENCY PLAZA CONDOMINIUM 1415 Ocean Shore Boulevard PZ# 2022-104	Sewer connection for an existing 133 multi-family condominium.	09.13.22	09.27.22				Outside City	Outside City	Outside City	11.07.22	11.07.24		Not applicable	Not applicable	Approved	\$257,165	15%		E = Saltus Engineering, Inc. O = Regency Plaza Condominium
40	SANDS POINT CONDOMINIUM 1167 Ocean Shore Boulevard PZ# 2022-103	Sewer connection for an existing 20 multi-family condominium.	10.03.22	10.22.22				Outside City	Outside City	Outside City	11.14.22	11.14.24		Not applicable	Not applicable	Issued 11.03.23	\$148,490	40%		E = Robert Marshall. P.E. O = Sands Point Condominium
41	SURFSIDE CLUB SOUTH 1133 Ocean Shore Boulevard #PZ-23-086	Sewer connection for an existing 76 multi-family condominium.	09.29.23	10.10.23				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Saltus Engineering, Inc. O = Surfside Club South Condo Association
42	SURF STYLE 1054 Ocean Shore Boulevard PZ# 2022-006	Volusia County project. Development of a 10,890 building. SPRC review is for the utility connection.	11.16.21	11.29.21				Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied			E = Zev Cohen and Associates, Inc. O = 1054 Ocean Shores Blvd, LLC
43	VILLAS AT SPANISH WATERS 2120 Ocean Shore Boulevard PZ# 2023-053	Volusia County project. Provide utilities for an 18 unit townhome project	05.04.23					Outside City	Outside City	Outside City	05.24.23	05.24.25		Not applicable	Not applicable	Not applied	Not applied			E = The Performance Group O = Coquina Dunes, LLC

City of Ormond Beach Residential Development Report, as of March 1, 2024

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc- tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	121 EAST 121 East Granada Boulevard PZ-22-00000098	Proposed multi-story multi-family development of 24 units	08.12.22	09.01.22	05.17.23	08.23.23		03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23 (Approved)				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Dime Rock Properties, LLC
B	ARCHER'S MILL PHASE 1, PRELIMINARY PLAT Plantation Oaks Boulevard PZ #2022-091	94 single-family lots on 42.38 acres, Plantation Oaks PRD (Phase 3)	08.01.22	08.22.22	10.18.22	01.10.23		Not Required	12.05.22 (Approved)	01.10.23 (Approved)	02.22.23; Revision 11.24.23	Under construction		Issued 02.22.23	\$4,920,754.00	100%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	ARCHER'S MILL PHASE 2 PRELIMINARY PLAT 313 Bracer Way PZ# 2023-051	68 lots on 25.53 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.22.23	08.08.23	09.11.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	11.10.23			Issued 11.27.23	\$1,883,146.98	20%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	ARCHER'S MILL PHASE 3 PRELIMINARY PLAT Plantation Oaks Boulevard PZ# 2023-052	59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.24.23	08.08.23	09.15.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	10.17.23	10.17.25		Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	ARCHER'S MILL PHASE 4 PRELIMINARY PLAT Plantation Oaks Boulevard PZ# 2023-059	111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.30.23			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	ARCHER'S MILL PHASE 5 PRELIMINARY PLAT 3343 Bonspiel Drive PZ# 2023-060	114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23			Issued 11.27.23	\$1,225,490.57	10%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
G	ARCHER'S MILL PHASE 6 PRELIMINARY PLAT 3665 Bonspiel Drive PZ# 2023-061	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	05.19.23	07.10.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23			Issued 11.27.23	\$2,668,369.85	10%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
H	BRADFORD LAKES PRELIMINARY PLAT Plantation Oaks Boulevard PZ-23-00000042	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	03.23.23	05.01.23, 1st 07.19.23 2nd	09.15.23, 3rd	11.22.23, 4th 02.07.24 5th	02.29.24	Not Required	08.10.23 (Approved)	09.20.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
I	BRADFORD PARK PRELIMINARY PLAT Plantation Oaks Boulevard SPRC-2024-000012	180 townhomes and associated site improvements on 25.31 acres.	07.06.23	07.31.23	09.15.23	10.19.23 3rd 12.21.23 4th	In Review	Not Required	01.11.24	2.20.23				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
J	ENCLAVE PRELIMINARY PLAT 475 North Tymber Creek Road PZ# 2023-066	12 lots on 26.17 acres.	06.05.21	06.15.23	08.08.23			Not Required	09.14.23 (Approved)	10.17.23 (Approved)				Not applied	Not applied		E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
K	FOUNTAIN VIEW PHASE 1B, PRELIM. PLAT 1700 Plantation Oaks Boulevard PZ-23-00000084	137 lots on 77.91 acres	09.22.23	10.15.23	12.12.23	1.29.24		Not Required	01.11.24	2.20.23	02.27.24	Under construction		Issued 02.29.24	\$4,090,127.00	0%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
K	FOUNTAIN VIEW PHASE 1B, FINAL PLAT 1700 Plantation Oaks Boulevard PZ-23-00000084	Final Plat 137 lots on 77.91 acres	01.29.24	02.29.24				Not Required	Required	Required				See Preliminary Plat	See Preliminary Plat		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

City of Ormond Beach Residential Development Report, as of March 1, 2024

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
L	FOUNTAIN VIEW PHASE 1C, PRELIM. PLAT 1160 Fountain View Street SPRC-2024-000007	Development of a subdivision, 90.33 acres into 141 single-family fee simple lots.	12.11.23	01.10.24	02.29.24			Not Required	02.08.24	03.19.24				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
M	FOUNTAIN VIEW PHASE 1D, PRELIM. PLAT 1177 Fountain View Street SPRC-2024-000016	Development of a subdivision, 62.14 acres into 103 single-family fee simple lots.	02.08.23	In Review				Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
N	FOUNTAIN VIEW PHASE 1E, PRELIM. PLAT 1177 Fountain View Street SPRC-2024-000017	Development of a subdivision, 36.20 acres into 110 single-family fee simple lots.	02.08.23	In Review				Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
O	FOUNTAIN VIEW PHASE 1F, PRELIM. PLAT 1177 Fountain View Street SPRC-2024-000018	Development of a subdivision, 32.13 acres into 97 single-family fee simple lots.	02.08.23	In Review				Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
P	ORMOND ENCLAVE (FKA COURTYARDS) 135 North Yonge Street PZ# 2021-079	Construct 64 unit multi family apartment complex.	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design
Q	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$3,044,572	65%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
R	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$1,784,746	55%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
S	REGAL MULTIFAMILY 215 Williamson Boulevard PZ# 2022-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.11.22	07.20.22	09.21.22	10.19.22 11.20.22 12.11.22 02.02.23	Not Required	06.09.22 (Approved)	07.19.22 & 08.03.22 (Approved)	02.01.23	02.01.25		Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
T	RIDGEHAVEN PRELIMINARY PLAT 1066 Cliffhaven Court PZ# 2022-061	84 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	05.23.22	06.13.22	10.14.22	12.20.22	02.03.23 07.26.22 09.20.23	Completed	04.13.23 (Approved)	05.16.23 & 06.06.23 (Approved)	10.17.23 Revision 02.01.24	Under construction		Issued 12.21.23	\$6,950,757	15%	O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
T	RIDGEHAVEN FINAL PLAT 1066 Cliffhaven Court PZ-2024-000009	84 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	01.16.24	02.19.24				Not Required	03.14.2024	04.16.24 & 05.07.24				See Preliminary Plat	See Preliminary Plat		O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
U	RIVELL SUBDIVISION 100 Rivell Trail SPRC-2024-0000014	Residential subdivision converting one 5.16 acre lot into 4 lots of record	02.05.24	In Review													E = Newkirk Engineering, Inc O = Marie Lilienstern
V	TATTERSALL AT TYMBER CREEK TyMBER Creek Road and Airport Road PZ# 2023-041	Preliminary Plat for a 129 lot subdivision and associated site improvements.	03.14.23	05.01.23	11.14.23	1.29.24	In Review	01.18.24	02.08.24	03.19.24				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

City of Ormond Beach Residential Development Report, as of March 1, 2024

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
W	TIDES EDGE PRELIMINARY PLAT 300 South Atlantic Avenue PZ# 2022-018	Preliminary plat for 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12.05.22	01.10.23 & 01.24.23	03.27.23			Approved	\$718,460		E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
W	TIDES AT ORMOND BEACH FINAL PLAT 300 South Atlantic Avenue PZ# 2023-062	Final Pat for 15 single-family lots.	05.24.23	06.06.23	10.03.23	10.30.23		Not Required	03.14.24	04.16.24				See Preliminary Plat	See Preliminary Plat		E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
X	TOMOKA RESERVE, ZMA TO R-2 20 Tomoka Oaks Boulevard PZ#23-054	Zoning Map Amendment from PRD to R-2 if the Tomoka Reserve development order amendment is denied.	05.04.23	06.01.23				Not Required	01.11.24	To be determined				Not applied	Not applied		O = Triumph Oaks of Ormond Beach I, LLC E - Zev Cohen & Associates, Inc. APP = Cobb Cole
Y	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard SPRC -2024-000015	270 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	9th 06.20.23	02.29.24		9th 06.20.23	06.08.22	12.08.22 Denial (5-0)	05.16.23 & 06.06.23 (Approved)				Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

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Planning public hearing items

City Commission items					
File Number	Item	Description	Planning Board	City Commission, 1st reading or only	City Commission, 2nd reading
NA	Gardenside (a/k/a Iris) Subdivision, Dedication of Utility Easement	The purpose of this item is for the City of Ormond Beach to accept an easement for water and sewer facilities associated with the Gardenside, Phase 1 (a/k/a Iris) subdivision.	NA	03.05.24	NA
NA	Gardenside (a/k/a Iris) Subdivision, Dedication of Lift Station Easement	The purpose of this item is for the City of Ormond Beach to accept a lift station deed related to the Gardenside, Phase 1 (a/k/a Iris) subdivision.	NA	03.05.24	NA
NA	Lien Approval for Demolition, 29 Rockefeller Drive	This is a request for authorization to place a lien in the amount of \$20,970 against the property at 29 Rockefeller Drive, Volusia County (Parcel ID# 4223-02-02-0140) for the costs associated with demolishing a residential structure. The Volusia County Property Appraiser shows the 4,080 square foot structure was constructed in 1949.	NA	03.05.24	NA
NA	Renaming of the MacDonald House to the Stout-MacDonald House	In 2016, the City Commission commissioned Bender & Associates Architects, P.A. to develop a historic structures report to consider the historical significance of the MacDonald House and its relevance within the context of the City's historic resources. One of the recommendations of the report, as recorded in the attached February 21, 2017, City Commission MacDonald House Historic Structure Report Workshop Minutes, was to re-name the MacDonald House to the Stout-MacDonald House.	NA	03.05.24	NA
NA	Universal Engineering Sciences, Inc. Additional Work Authorization	This is a request for additional professional service from Universal Engineering Sciences, Inc (Universal) for the amount of \$60,000.	NA	03.19.24	NA
NA	Ormond MainStreet, Taste of Ormond Request	This is a request from Ormond MainStreet to allow the serving of liquor at the Taste of Ormond special event. Ormond MainStreet seeks to allow distributor and sponsor, S.R. Perrot, to offer free tastings of their premixed cocktails (approximately 2 ounces) alongside samplings of their other products. Ormond MainStreet does not plan to sell cocktails or liquor during the special event.	NA	03.19.24	NA
SPRC-2024-007	Fountain View, Phase 1C Preliminary Plat	This is an application from Plantation Oaks of Ormond Beach, LLC, for a preliminary plat for 141 single-family lots on 90.33 acres. The Fountain View, Phase 1C subdivision is located 1160 Fountain View Street and is a part of parcel 3124-00-00-0020.	02.08.24 (Approved)	03.19.24	NA
PP-23-041	Tattersall at Tymber Creek, Preliminary Plat	This is an application submitted by Paylin Tymber 1 and 2, LLC, property owner, for a Preliminary Plat for a 129-lot subdivision titled Tattersall at Tymber Creek on approximately 84.22 acres. The subdivision was issued a development order with Ordinance 2022-33 for a 129-lot subdivision under certain conditions. The Tattersall at Tymber Creek subdivision is located at 304 North Tymber Creek Road, 370 North Tymber Creek Road, and 2099 Airport Road.	02.08.24 (Approved)	03.19.24	NA
ZMA 2023-054	Tomoka Reserve, Zoning Map Amendment	This is an application submitted by Robert A. Merrell III, Esquire, Cobb Cole on behalf of the property owner, Triumph Oaks of Ormond Beach I, LLC, for a zoning map amendment from PRD, Planned Residential Development to R-2, Single-Family Low Density for approximately 147.94 acres located at 20 Tomoka Oaks Boulevard.	Approved (7-0) 01.11.2024	To be determined	To be determined
Note: City Commission items are based upon the best information available as of the publishing of this report. City Commission agendas are available at: https://ormondbeach.igm2.com/citizens/default.aspx? . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Board of Adjustment and Appeals - March 6, 2024		
PZ-2024-013	435 Idelwood Drive	This is an application from James Mog, property owner of 435 Idlewood Drive for a rear yard variance. The subject property is zoned as R-2.5, (Single-Family Low-Medium Density). The applicant is requesting a rear yard variance to allow construction of a covered rear porch addition. Section 2-14(B)(9)(b) of the Land Development Code requires a rear yard setback of 20.0 feet. The rear yard setback of the home is currently non-conforming at 11.8 feet. A variance of 10.5 feet to the required rear yard setback of 20.0 feet is requested for a final rear yard setback of 9.5 feet in order to build a covered porch addition

Planning public hearing items

Planning Board - March 14, 2024

PZ-2024-006	Ormond Beach Holdings, LLC, Planned Business Development Amendment	This is a request submitted by Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC, to amend the Planned Business Development, approved with Ordinance 2023-05, to amend the development order for the site by removing a proposed sidewalk/beach walkover access improvement that was illustrated to become part of the adjacent Volusia County beach approach. No other amendments to the approved PBD development order are proposed. The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres).
PZ-2024-004	Tomoka Christian Church, Special Exception	This is a request by Tomoka Christian Church, for a Special Exception amendment to allow new construction of a stand-alone, two-story building of approximately 20,000 square feet at the Tomoka Christian Church property to include a care center, thrift shop, food pantry and associated site improvements. The area for the project improvements is 1.82 acres and is located at 1450 Hand Avenue. The Tomoka Christian Church property is a total of 23.04 acres and the original Special Exception was approved with Ordinance 2008-102. The property has a zoning designation of SR, Suburban Residential.
PZ-2024-005	WaWa #5437, Electronic Changeable Copy Signage, 1670 North U.S. Highway 1, Special Exception	This is a request submitted by Joseph Posey, Storch Law Firm, for a Special Exception to allow electronic changeable copy monument signs for the retail prices of gasoline and alternative signage standards at the WaWa convenience store. The subject property is located at 1670 North U.S. Highway 1 and is lot 2 of the proposed Ormond Gateway commercial subdivision.
PZ-2024-016	7-Eleven Electronic Changeable Copy Signage, 3 North Yonge Street, Special Exception	This is a request submitted by Independent Sign and Lighting, LCC, on behalf of the property owner, for a Special Exception to allow two (2) electronic changeable copy signs for the retail prices of gasoline at the 7 Eleven convenience store located at 3 North Yonge Street. There are no other site or building improvements proposed.
PZ-2024-017	7-Eleven Electronic Changeable Copy Signage, 460 South Atlantic Avenue, Special Exception	This is a request submitted by Independent Sign and Lighting, LCC, on behalf of the property owner, for a Special Exception to allow two (2) electronic changeable copy signs for the retail prices of gasoline at the 7 Eleven convenience store located at 460 South Atlantic Avenue. There are no other site or building improvements proposed.
PZ-2024-018	7-Eleven Electronic Changeable Copy Signage, 1546 West Granada Boulevard, Special Exception	This is a request by Independent Sign and Lighting, LCC, on behalf of the property owner, for a Special Exception to allow an electronic changeable copy sign for the retail prices of gasoline at the 7 Eleven convenience store located at 1546 West Granada Boulevard. There are no other site or building improvements proposed.
PZ-2023-062	Tides Edge at Ormond Beach Subdivision, Final Plat	This is a request submitted by Ormond Beach Holdings, LLC, for a final plat of the subdivision of 3.49 acres into fifteen (15) single-family lots and associated site improvements. The subject property includes a portion of 264 South Atlantic Avenue, 225 Magnolia Avenue, and 300 South Atlantic Avenue.
PZ-2024-009	RidgeHaven Subdivision, Final Plat	This is a request submitted by Meritage Homes of Florida, Inc., for a final plat of a subdivision consisting of 84 duplex lots and 202-lot, single-family lots on approximately 103.45 acres, titled RidgeHaven. The RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050.
PZ-2024-015	Woodsprings Suites, Comprehensive Plan Land Use Map Amendment	This is a request submitted by Ridge Land Holdings, LLC and RCM Properties, LLC, property owners, for a Small-Scale Comprehensive Plan Land Use Map amendment for an approximately 1.33 acres located at Benton Street and Atlantic Avenue, Volusia County Parcel Identification Numbers (3136-01-34-0220, 3136-01-01-0022, and 3136-0134-0140), from "Medium Density Residential" to "Low Intensity Commercial". The property is within the North U.S. 1 Interlocal Service Boundary Agreement (ISBA) area that contain land use conditions of a maximum of 8 units per acre and a maximum Floor Area Ratio that shall not exceed 0.50 for Retail and 0.55 for all other Nonresidential uses.
LDC 2024-011	Land Development Code Amendment, R-4, R-5, and R-6 zoning district amendments	This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article II, District Regulations: Section 2-17(B)(12)(b)(d), 2-18(B)(12)(b)(d), 2-19(A), 2-19(B)(12)(b)(d) to (1) amend the rear yard setbacks from 25' to 20' for all uses except townhouses in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts, (2) clarify street side corner label in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts, and (3) amend the purpose section for the R-6, Multifamily Medium-High Density zoning district.
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Ormond Arts District Board - March 19, 2024 - 4pm (Training Room)

PZ-2024-019	Mural at 51 West Granada Boulevard	A request from Rayna Dunlop, Fern & Fable Books, with the authorization of the property owner, Highlander Corporation to paint a mural at 51 West Granada Boulevard.
NA	Sculptures	A request from Ormond MainStreet to allow temporary sculptures at select locations within the Downtown Overlay District.



PERMIT ISSUANCE SUMMARY (02/01/2024 TO 02/29/2024) FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Demolition, Complete	1	0	\$0.00	\$0.00
	Detached Accessory Structure	3	1,536	\$117,500.00	\$1,441.34
	Electrical	23	20	\$304,960.00	\$3,629.37
	Exterior	2	0	\$1,094,800.00	\$5,810.44
	Interior Build Out	4	9,899	\$404,500.00	\$5,504.13
	Mechanical	1	0	\$8,500.00	\$109.00
	New Construction	2	97,168	\$34,000,000.00	\$120,055.61
	Plumbing	2	1,000	\$4,300.00	\$288.00
	Pool/Spa	1	0	\$65,000.00	\$912.78
	Reroof	5	15,863	\$296,370.00	\$2,212.13
	Signage	11	402	\$35,725.00	\$1,435.85
	Utility Connection Permit (UCP)	1	0	\$0.00	\$1,310.00
	BUILDING NON-RESIDENTIAL TOTAL:	56	125,888	\$36,331,655.00	\$142,708.65
Building Residential	Demolition, Partial or Interior	1	3,800	\$3,000.00	\$91.50
	Detached Accessory Structure	3	1,067	\$54,700.00	\$345.37
	Electrical	23	0	\$61,906.95	\$1,843.75
	Exterior	84	6,355	\$912,851.52	\$14,799.20
	Gas	5	0	\$20,870.00	\$608.21
	Generator	5	0	\$57,884.01	\$1,134.45
	Interior	10	7,910	\$305,883.00	\$4,938.80
	Manufactured/Mobile Home	10	14,432	\$199,000.00	\$76,126.64
	Mechanical	60	6,578	\$474,778.00	\$4,539.00
	New Construction, Addition	2	857	\$132,500.00	\$1,600.77
	New, Single Family Residential	7	12,578	\$2,489,063.78	\$79,344.58
	Plumbing	18	1,200	\$37,813.79	\$1,381.00
	Pool/Spa	10	6,950	\$830,582.32	\$10,586.89
	Reroof	110	114,291	\$1,977,111.13	\$19,145.32
	Screen Enclosure	2	320	\$16,240.00	\$312.36
	Solar	11	4,790	\$258,328.51	\$3,390.98
	Utility Connection Permit (UCP)	1	0	\$0.00	\$4,268.00
	BUILDING RESIDENTIAL TOTAL:	362	181,128	\$7,832,513.01	\$224,456.82
Engineering Non-Residential	Tree Removal	1	0	\$0.00	\$100.00
ENGINEERING NON-RESIDENTIAL TOTAL:		1	0	\$0.00	\$100.00
Engineering Residential	Grade & Fill	1	0	\$0.00	\$66.00
	Seawall Revetment	1	0	\$0.00	\$178.25
	Tree Removal	30	0	\$0.00	\$510.00
	Underbrushing	1	0	\$0.00	\$15.00
ENGINEERING RESIDENTIAL TOTAL:		33	0	\$0.00	\$769.25
Fire Non-Residential	Fire Protection Systems	6	132,463	\$413,375.00	\$813.25
FIRE NON-RESIDENTIAL TOTAL:		6	132,463	\$413,375.00	\$813.25
LDC Non-Residential	LDC	3	36	\$12,108.00	\$225.00
	Non-Residential Paint Permit	1	1,711	\$100.00	\$20.00
	Non-Residential SPRC Site Improvem	2	0	\$218,000.00	\$4,010.00
	Special Event Permit	5	3,500	\$5.00	\$25.00
LDC NON-RESIDENTIAL TOTAL:		11	5,247	\$230,213.00	\$4,280.00

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (02/01/2024 TO 02/29/2024)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
LDC Residential	Garage Sale	37	0	\$89.00	\$180.00
	LDC	38	0	\$177,985.00	\$2,866.00
	Residential Subdivision SPRC Site Im	2	0	\$4,808,587.96	\$120,214.70
	LDC RESIDENTIAL TOTAL:	77	0	\$4,986,661.96	\$123,260.70
GRAND TOTAL:		546	444,725	\$49,794,417.97	\$496,388.67

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.