

## Purchasing and Stores Division



Mark D. Raiford, CPPB  
*Purchasing Manager*

Tara T. Walls, CPPB  
*Senior Purchasing Agent*

Gregory J. Kane  
*Purchasing Agent*

Danny Rodriguez  
*Purchasing Agent*

Linda Alspaugh  
*Purchasing Agent*

1140 East Parker Street  
Lakeland, Florida 33801-2066  
Phone: (863) 834-6780  
FAX: (863) 834-6777  
TDD: (863) 834-8333  
EMail: [purch@lakelandgov.net](mailto:purch@lakelandgov.net)

Visit our Web Site <http://www.lakelandgov.net>

### CITY OF LAKELAND LETTER OF INTENT

July 23, 2014

GT Supplies, Inc.  
7010 Barbour Road  
Riviera Beach, Florida 33407  
Fax No. (561) 881-8601  
Attn: Mr. Todd Roesch

**Reference: Sealed Bid No. 4197**

**Titled: Annual Repair Services of Front-End Loader Containers**

Dear Mr. Roesch,

Please be advised that **GT Supplies, Inc.**, has been evaluated as the lowest priced and/or most responsive Bidder for the above referenced Invitation to Bid. The City of Lakeland will issue a Purchase Order at the beginning of the fiscal year upon completion of the following; **Submission of a W-9 Form** (attached).

This letter confirms our order as of July 23, 2014. In accordance with bid requirements you now have ten (10) days to furnish the required contract documents as referenced above.

Sincerely,

*Tara T. Walls*

Tara T. Walls, CPPB  
Senior Purchasing Agent

TTW/tw

Cc: Jeff Wood  
File

City Commission Regular Meeting

Agenda Item # 9. e.

Meeting  
Date: 09/02/2014

Re: Purchase of one (1) 2014 Elgin Pelican Street Sweeper

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**SUBJECT:**

Approval to piggyback the Florida Sheriff's Association Contract no. 13-11-0904 (bid award period 10/1/13 through 9/30/14), Specification No. 47, for the purchase of a 2014 Elgin Pelican Street Sweeper from Environmental Products, Apopka, FL, in accordance with the attached quote, for the amount not to exceed \$174,780.00.

**SUMMARY:**

The Public Works Department is seeking approval to replace a 1999 Elgin Pelican Street Sweeper No. 45007 that has provided the City of Fort Pierce with 15 years of service. The Elgin Pelican is a specialized piece of equipment that utilizes water and powerful brushes to sweep the City streets and keep our stormwater system clean. Normal wear and tear combined with the elements has taken a toll. It is no longer feasible to repair this unit and it should be surplus.

Elgin is the most suitable for our needs. The Elgin Pelican performance is superior to the other machines tested and also the most user friendly from an operator's standpoint, as well as the technician's, that have utilized the equipment.

The Purchasing Department has reviewed and investigated the procurement process for this item and found all terms and conditions meet the piggyback requirements of the City of Fort Pierce.

**RECOMMENDATION:**

Approval to piggyback the Florida Sheriff's Association Contract no. 13-11-0904 (bid award period 10/1/13 through 9/30/14), Specification No. 47, for the purchase of a 2014 Elgin Pelican Street Sweeper from Environmental Products, Apopka, FL, in accordance with the attached quote, for the amount not to exceed \$174,780.00.

Approval of the requested expenditure needed to replace this specialized piece of equipment.

**ALTERNATIVES:**

Decline approval of this piece of equipment.

**RESPONSIBLE STAFF:**

Public Works Department

**COORDINATED WITH:**

Purchasing Department.

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Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2014

Account: 40242005346430

Amount: \$174,780.00

FISCAL IMPACT:

Funds for this purchase are available in the Solid Waste account # 402-4200-534-64-30.  
The Quote for this vehicle was obtained through the Florida Sheriffs Association contract.

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Attachments

Street Sweeper Quote

FSA Itemized Pelican Price Sheet & Specs

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Form Review

Inbox	Reviewed By	Date
Purchasing	Jennifer Robinson	08/26/2014 04:02 PM
Purchasing	Sherilta Johnson	08/26/2014 04:30 PM
Finance Department	Gloria Johnson	08/27/2014 11:06 AM
City Manager	Robert Bradshaw	08/27/2014 04:26 PM
Purchasing	Sherilta Johnson	08/26/2014 04:30 PM
Finance Department	Gloria Johnson	08/27/2014 11:06 AM
City Manager	Robert Bradshaw	08/27/2014 04:26 PM
Form Started By: Mike Reals		Started On: 08/21/2014 05:07 PM
Final Approval Date: 08/27/2014		

BID SHEET

ANNUAL REPAIR SERVICES OF FRONT-END LOADER CONTAINERS  
For The  
SOLID WASTE MANAGEMENT DIVISION

JULY 1, 2014

BID NO. 4197

THIS BID SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING.

Company Name: GT Supplies, Inc.  
Company Address: 7010 Barbour Road  
City: Riviera Beach State FL Zip 33407  
Telephone: (561) 881 - 8101 Fax: (561) 881 - 8601  
E-Mail Address: tr@gtsupplies.com

The following bid is in strict accordance with City of Lakeland Invitation to Bid No. 4197, dated July 1, 2014, and all attachments as referenced therein:

This Bid shall be F.O.B. Delivered with Full Freight Allowed.

A. Please provide Unit Pricing for Repair Services of the following types and sizes of containers:

A.1	1-Yard	\$ <u>169.50</u>	Ea.
A.2	2-Yard	\$ <u>179.50</u>	Ea.
A.3	3-Yard	\$ <u>225.00</u>	Ea.
A.4	4-Yard	\$ <u>249.50</u>	Ea.
A.5	6-Yard (Straight)	\$ <u>314.50</u>	Ea.
A.6	6-Yard (Slanted)	\$ <u>314.50</u>	Ea.
A.7	8-Yard (Straight)	\$ <u>324.50</u>	Ea.
A.8	8-Yard (Slanted)	\$ <u>324.50</u>	Ea.

B. Total Amount Requested for any Additional Cost of Insurance as required for this bid:

\$ 0.00

Written out Zero Dollars

Bid sheet continued on next page:



**BID SHEET CONTINUED:**

**ANNUAL REPAIR SERVICES OF FRONT-END LOADER CONTAINERS**  
**For The**  
**SOLID WASTE MANAGEMENT DIVISION**

JULY 1, 2014

**BID NO. 4197**

- G. Please List a Minimum of Three (3) Projects that your Company has Completed within the past Three (3) Years which are of Equal Size, Scope, Magnitude and Complexity as this Job. This list shall be specifically prepared for this Bid Submittal and should include the name of the entity, name and phone number of a responsible individual qualified to respond to questions concerning the Bidder's abilities, cost, schedules, etc. Prior successful accomplishment of such equal work will be a consideration in determining whether the bidder is qualified to perform the work specified herein.

	<u>Company Name</u>	<u>Contact Person</u>	<u>Telephone Number</u>
1.	City of Lakeland	Jeff Wood	863-834-8777
2.	City of West Palm Beach	Pat Aceti	561-472-4165
3.	City of Oakland Park	Don Freedland	954-630-4416
4.	City of Lake Worth	Steve O'Neal	561-533-7344
5.			

- H. Please List All Anticipated Subcontractors:

<u>Name Of Company</u>	<u>Address &amp; Telephone</u>	<u>Type of Craft</u>
None		

**BID SHEET CONTINUED:**

**ANNUAL REPAIR SERVICES OF FRONT-END LOADER CONTAINERS**  
**For The**  
**SOLID WASTE MANAGEMENT DIVISION**

**JULY 1, 2014**

**BID NO. 4197**

I. As a Responsive Bidder I have Attached All Required Data as Requested in the Attached Specification:  Yes,  No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Note: If "No" is checked please explain. Failure to comply with specification requirements may be cause for bid disqualification.

J. Please List Any and All Exceptions or Clarifications to this Bid or the Referenced Specification. Note: Failure to Note Any Exceptions or Clarifications Shall be Construed as a Total Compliance Statement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Please indicate if an additional sheet of clarifications or exceptions is attached:  
 Yes  No.

K. Schedule:

Work can Start in 7 day(s) after Notification of Award.

Work can be Completed in 10 day(s) after Pickup of Container(s).

NOTE: Failure to meet the agreed delivery times may be cause for the City of Lakeland to look to an alternate source to meet the required need and may be cause for cancellation of the order at no further cost or obligation to the City of Lakeland.

Bid sheet continued on next page:

**BID SHEET CONTINUED:**

**ANNUAL REPAIR SERVICES OF FRONT-END LOADER CONTAINERS**  
**For The**  
**SOLID WASTE MANAGEMENT DIVISION**

**JULY 1, 2014**

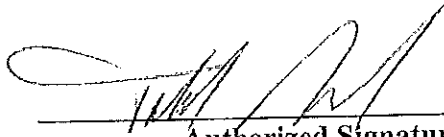
**BID NO. 4197**

Terms of payment offered: Net 30 Days

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.

"I hereby certify that I understand, and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) Bidder. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. The City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed \$10,000 of the bid price."

GT Supplies, Inc.  
Company Name

  
\_\_\_\_\_  
Authorized Signature

7/9/2014  
Date Signed

Todd Roesch  
Name of Contact for Questions  
(Please Print or Type)

561-881-8101  
Telephone No. of Contact

**CITY OF LAKELAND**

**DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE MANAGEMENT DIVISION**

**TECHNICAL SPECIFICATIONS  
FOR  
REPAIR OF FRONT-END LOADER CONTAINERS**

**JULY 2014**

## Purchasing and Stores Division



Mark D. Raiford, CPPB  
Purchasing Manager

Gregory J. Kane  
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FAX: (863)834-6777  
TDD: (863)834-8333  
Email: [purch@lakelandgov.net](mailto:purch@lakelandgov.net)  
<http://www.lakelandgov.net>

Visit our Web Site

### NOTICE TO BIDDERS

### INVITATION TO BID

### ANNUAL REPAIR SERVICES OF FRONT-END LOADER CONTAINERS For The SOLID WASTE MANAGEMENT DIVISION

JULY 1, 2014

BID NO. 4197

Sealed bids will be received by the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 until 2:00 p.m. Wednesday – July 16, 2014. Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

**Bid Documents** may be requested by visiting our Website at <http://www.lakelandgov.net/purchasing> or by contacting the City of Lakeland Purchasing Division at (863) 834-6780. **Bid Documents are required for Bid Submittal.** Any Bidder that **does not** have a City of Lakeland Bidder Number should visit the above website and complete a Bidder's Application.

THE SERVICES OF A QUALIFIED AND EXPERIENCED CONTAINER REPAIR COMPANY TO PROVIDE ANNUAL REPAIR OF FRONT-END LOADER CONTAINERS, LARGELY BOTTOM REPLACEMENTS ON 1-YARD, 2-YARD, 3-YARD, 4-YARD, 6-YARD AND 8-YARD SIZED CONTAINERS. THE SUCCESSFUL BIDDER SHALL FURNISH ALL MATERIALS, EQUIPMENT, TOOLS, PICKUP AND DELIVERY SERVICES, LABOR AND SUPERVISION NECESSARY TO PROVIDE THE CONTAINER REPAIR AS SPECIFIED. INCLUDED WITH THE BOTTOM REPLACEMENT, THE CONTAINERS SHALL BE PAINTED WITH CITY APPROVED LIGHT GREEN AND/OR DARK GREEN AND ANY OTHER MINOR REPAIRS NEEDED TO REFURBISH THE CONTAINERS, EXCLUDING LIDS AND LID RODS. ALL WORK IS TO BE COMPLETED AT THE LOCATION OF THE SERVICE PROVIDER. THE BIDS SUBMITTED, AND THE PURCHASE ORDER, IF ISSUED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS INVITATION TO BID, THE ATTACHED CITY OF LAKELAND SPECIFICATIONS, ALL CODES, REQUIREMENTS AND OTHER REGULATIONS REFERENCED THEREIN.

**Note: This Annual Service Requirement, if placed, Shall be Firm and Valid Beginning October 1, 2014 through September 30, 2015 with an Option for Three (3), One (1) Year Renewals Upon Mutual Consent.**

Questions regarding this invitation to bid should be in writing and should reference the above Bid number. Submit all questions to Mrs. Tara Walls, Senior Purchasing Agent, via e-mail at [purch@lakelandgov.net](mailto:purch@lakelandgov.net) or fax (863) 834-6777.

## CLARIFICATION OF DOCUMENTATION

Bidders requiring clarification or having a dispute with these documents must advise the City Purchasing Division of the nature of the required clarification or basis of the dispute, in writing, no later than **July 9, 2014**. If no written contact has been made by this specified date, the bidder waives the right to any future consideration and accepts the documents as published and/or revised by the City.

## FLORIDA PUBLIC RECORDS LAW

Bidder's submittal information shall be subject to Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law." This statute provides that all documents, papers, records and similar material produced or received by an agency or political subdivision of the State are subject to public inspection and review under reasonable conditions and at reasonable times. Accordingly, unless specifically exempted by law, all bids and materials received with bids, marketing information, quotations, proposals, specifications, correspondence, forms, contracts, bonds, financial statements, prospectus, corporate resumes, product summaries, lab reports, inspection and test reports and any other such material will be considered a matter of public record. The City and its staff cannot regard any document, information or data as proprietary or confidential unless so advised by the City Attorney.

Additionally, should a Contractor enter into an Agreement with the City, the Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement. In accordance with Florida Statute § 119.0701, Contractor shall be required to provide public access to such records at a cost that does not exceed the statutory requirements or as otherwise provided by law. In the event any such records are exempt or confidential from public records disclosure Contractor shall ensure that those records are not disclosed except as authorized by law. Contractor shall meet all requirements for retaining public records and shall transfer at no cost to the City, all public records in possession of the Contractor upon termination of the Agreement and destroy duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

## EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a bid, the City of Lakeland prohibits exparte communication (i.e., unsolicited) initiated by the bidder to the City official or employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between bidder and the City will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bids. Exparte communication may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation or any future bid.

## 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 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, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

### **DRUG-FREE WORKPLACE CERTIFICATION**

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

### **CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION**

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lakeland. Further, all respondents must disclose the name of any City of Lakeland employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches.

The respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that the respondent is not financially interested in, or otherwise affiliated in a business way with any other respondent on the same land or improvements.

### **INSURANCE AND SAFETY REQUIREMENTS**

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Florida.

The Contractor shall, within ten (10) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A certificate of existing insurance coverages should be submitted with the bid as proof of insurability. If the current coverages do not meet the bid requirements, then the Bidder should request an affidavit of insurability from the Bidder's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the bid requirements. The Contractor agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

### **INDEMNIFICATION AGREEMENT**

The Contractor agrees to indemnify and hold harmless the City of Lakeland in complete accordance with the attached requirements. This agreement shall be signed, notarized and returned with the bid submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the bid requirements.

### **TERMS AND CONDITIONS OF AGREEMENT**

A copy of the agreement to be entered into with the successful bidder is included with this bid as Attachment "A", should the City require such.

## ADDENDA

It is the Bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the bid.

The failure of a Bidder to submit acknowledgement of any addenda that affects the bid price(s) may be considered an irregularity and may be cause for rejection of the bid.

## BID SUBMITTAL

An original and one (1) copy (collated in sets) of the bid form supplied by the City of Lakeland and all required bid submittal data shall be enclosed within a sealed envelope with the words, "Sealed Bid #4197 – Annual Repair Services of Front-End Loader Containers" and the bidder's name and address clearly shown on the outside thereof. **Submittals received with less than two (2) total copies or not submitted on the City of Lakeland bid sheets may be disqualified as non-responsive.**

Mailed bids must be received in the office of the Purchasing Manager not later than the time set forth for bid opening. The City of Lakeland, Florida will not be responsible for any lost or late arriving bids sent via the U. S. Postal Service or other delivery services.

**The City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City.** The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) Bidder. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. The City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed \$10,000 of the bid price.

City of Lakeland, Florida

Mark D. Raiford, CPPB  
Purchasing Manager

Attach.  
TTW/tw

Cc: Jeff Wood  
File

## CITY OF LAKELAND

### TECHNICAL SPECIFICATIONS FOR REPAIR OF FRONT-END LOADER CONTAINERS

The City of Lakeland Solid Waste Management Division is seeking competitive bids for the repair of our front-end loader containers, largely bottom replacements. This invitation to bid will be for 1-yard, 2-yard, 3-yard, 4-yard, 6-yard and 8-yard sized containers (SWMD has both styles: straight and slant 6-yard & 8-yard containers). Your all inclusive flat-rate bid for each container size and style listed above should include all materials, labor and any other associated costs. Also included with the replacement of the container bottom is the painting of these containers, City approved light green and/or dark green, and any other minor repairs needed to refurbish our containers excluding lids and lid rods. All work will need to be done at the location of the service provider. The all inclusive rate bid would also include picking up and hauling a City container from a location within the City to the repair location, and back to a City location. Additionally, once the service provider accepts the container for repair, it will be the full responsibility and liability of the vendor until the container is returned and accepted back to the City of Lakeland. We would also request a per hour rate for work performed outside the scope of service.

# **INSURANCE REQUIREMENTS**

## **Annual Repair Services of Front-End Loader Containers for Solid Waste**

### **STATEMENT OF PURPOSE**

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

### **CITY DEFINED**

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

### **OTHER PARTY DEFINED**

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

### **LOSS CONTROL/SAFETY**

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

### **INSURANCE - BASIC COVERAGES REQUIRED**

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

## INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

**Commercial General Liability:** This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations"** coverage.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

<b>Bodily Injury and Property Damage</b>	<b>\$1,000,000 Single limit each occurrence</b>
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**Business Automobile Liability:** Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

<b>Bodily Injury and Property Damage</b>	<b>\$1,000,000 Single limit each occurrence</b>
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**Workers' Compensation:** Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

## EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.



GTSUP-3

OP ID: KA

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/26/14

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

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

PRODUCER SLATON INSURANCE P.O. Box 220537 West Palm Beach, FL 33422 J. Cal Boynton, CIC, President	Phone: 561-683-8383	CONTACT NAME: Kim Buczek	PHONE (A/C, No, Ext): 561-683-8383	FAX (A/C, No): 561-684-5995
	Fax: 561-684-5995	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE				NAIC #
INSURER A: Southern Owners Insurance Co.				10190
INSURER B: Owners Insurance Co				32700
INSURER C: Comp Options Insurance				10834
INSURER D:				
INSURER E:				
INSURER F:				

INSURED  
GT Supplies, Inc.  
Diversified Waste Services Inc  
7010 Barbour Road  
Riviera Beach, FL 33407

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR (VWD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	72623742	01/07/14	01/07/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab Per Form #55300 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY		4262374202	01/07/14	01/07/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	X	4905448501	01/07/14	01/07/15	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					AGGREGATE \$ 4,000,000 <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	WC810008453002	05/31/14	05/31/15	E.L. EACH ACCIDENT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garage		4905448500	01/07/14	01/07/15	Liability 1,000,000 Keepers 750,000

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

**CERTIFICATE HOLDER****CANCELLATION**

CITYLLD

City of Lakeland  
Purchasing/Risk Mgmt.  
1140 E. Parker St.  
Lakeland, FL 33801

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

AUTHORIZED REPRESENTATIVE

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## Indemnification

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

**Applicability:** It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.

\_\_\_\_\_ to \_\_\_\_\_  
(Date) (Date)

(OR)

Agreement is limited to Bid #, Purchase Order #, Requisition # 4197,  
or Contract dated \_\_\_\_\_.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

GT Supplies, Inc.  
Name of Organization  
BY: [Signature]  
Signature of Owner or Officer

STATE OF: Florida  
COUNTY OF: Palm Bch

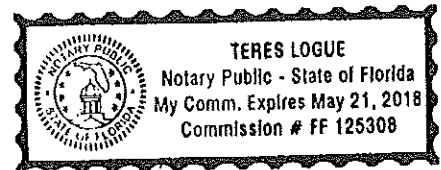
561-881-8101  
Organization Phone Number

The foregoing instrument was acknowledged before me this 9 day of July, 2014  
by Todd Roesch, of GT Supplies, Inc.  
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced R200807650830 as  
State Drivers License Number  
identification, and did X / did not \_\_\_\_\_ take an oath.

[Signature]  
Signature of Person Taking Acknowledgment

Teres Logue  
Printed Name of Person Taking Acknowledgment



Notary Seal

CITY OF LAKELAND

BY: \_\_\_\_\_  
Karen Lukhaub, Director of Risk Management

DATE \_\_\_\_\_

## SPECIFICATION SAFETY REQUIREMENTS (Revised June, 2013)

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Contract. Please apply those safety requirements as site or situation dictates. NOTE: All City project representatives who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all Contractors and/or Subcontractors.

### I. GENERAL

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The Contractor shall also comply with county, city, or any other agency's rules and regulations regarding safety.
- B. The City's safety personnel or any City supervisor may order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the City; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Contractor agrees upon such breach, all work pursuant to the Contract shall terminate until demonstration to the City that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

### II. SAFETY EQUIPMENT

All City safety regulations will be strictly adhered to and enforced by the City of Lakeland Safety Division, which may include work stoppage or removal of Contractor and/or personnel. These safety regulations include, but are not limited to:

- A. All persons on City property will wear industrial safety glasses with affixed side shields at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped.
- B. All persons on City property will wear an approved hard hat in good repair at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped. Bump hats, or "cowboy style" hard hats are not acceptable at any time.

- C. All persons on City property and in an area where the noise level exceeds 85db, must wear hearing protection that complies with ANSI S3.19-74 (ear muffs and/or approved ear plugs with an NRR of at least 30). This includes areas where noisy equipment is in use (i.e. jack hammers, electric or air drills, heavy equipment with open cabs, pipe cutting saws, etc.) and in a plant environment where posted.
- D. Sport or athletic-type style shoes are NOT considered a suitable work shoe and are not acceptable as work shoes at this location.
- E. Any person on City property, in an area where tools are being used that cause or may cause flying particles or an area where there is a potential of excessive dust or airborne particles, must wear, in addition to and over their industrial safety glasses, either soft-sided goggles or a full face shield/protector, and the appropriate respiratory protection equipment.
- F. Respiratory Protection:
1. Contractors are required to comply with 29 CFR 1910.134 and all of its provisions. This includes ensuring appropriate medical exams and fit testing is conducted on an annual basis.
  2. This would apply in the event that the successful contractor may be welding on galvanized metal, working in an environment that may produce hexavalent chromium or working with painting material that requires respiratory protection.
- G. Where vehicular and/or pedestrian traffic is affected:
1. Maintenance of Traffic  

The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe detours or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.
  2. Barricades and Lights  

All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section and all other positions required by applicable standards.  
All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and at the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

All Contractor owned or controlled vehicles and/or equipment which will be operated on or within ten (10) feet of the roadway will be equipped with a minimum of one amber 360 degree Class I warning device. This device must meet minimum standards for utility construction purposes such as a minimum of 500,000 candlepower and visible from 360 degrees of mounting. The warning device(s) must be in operation at all times that a vehicle/equipment is on the roadway or within the ten (10) feet of runoff area and not in a "normal" travel status.

All personnel, when working within fifteen (15) feet of the roadway, for fifteen (15) minutes or more must wear approved FDOT reflective vests.

3. Damage to Existing Property

The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the City, unless otherwise addressed in the Contract.

### III. TOXIC SUBSTANCES

The Contractor shall be responsible for compliance any and all Federal, State or Local Right-To-Know-Law for its employees and the employees of any and all Subcontractors the Contractor brings on or causes to be on the project site, inclusive of pesticides and/or herbicides.

The Contractor shall, between receiving the Contract and coming on the project site to begin work, provide the City's field representative with affidavits and/or training documents stating that ALL personnel the Contractor brings on, or causes to be on the project site, have been given training or possess the appropriate licenses (if required) on any toxic substances said personnel will be working with or may be exposed to while working at the job site.

The Contractor shall provide/give to the City's field representative a copy of manufacturer's MSDS or SDS (as appropriate) ANY and ALL "Toxic Chemicals" used by or brought on the project site by the Contractor or Subcontractor prior to the substance(s) being delivered to the City's property.

The Contractor and/or Subcontractor must be provided MSDS(s) or SDS's (as appropriate) which is / are in the possession of the City upon receipt of a written request. The City may establish reasonable procedures for acting upon such requests to avoid interruption of normal work operations.

Before any work shall begin, the Contractor shall arrange a meeting to advise City's field representative about safety and any dangers City employees will be subjected to, due to the presence of chemicals on the project site.

#### **IV. HOT WORK**

Any and all hot work (defined as burning, brazing, welding, grinding, or soldering) performed by the contractor shall be conducted in accordance with the City of Lakeland published Hot Work procedures and permit system. This may be obtained from either the Safety Division or from the McIntosh Power Plant Fire Team.

#### **V. ENERGIZED SYSTEMS**

Strict adherence to the table of distances to energized systems is mandatory. Unless otherwise specified by Lakeland Electric Systems Control, the contractor may not be any closer than 20-feet to energized systems. The contractor must notify System control at (863) 834-6560 for line clearance.

#### **ALL UNQUALIFIED PERSONNEL SHALL NOT GET CLOSER THAN 20 FEET (ENCROACH) ENERGIZED EQUIPMENT OR AREAS**

A. The contractor shall make coordination with Lakeland Electric Delivery Operations Workforce Management Coordinator by calling (863) 834-6751 no less than 24 hours prior to work commencing. Such coordination is necessary to cover any electrical lines or to hold or stabilize any poles that may be within the vicinity of the workzone. In addition the attached waiver must be completed by the contractor and returned to the COL Safety Division prior to commencement of work.

B. The contractor is also responsible for any and all locates for underground utilities and for systems. This may be accomplished by contacting Sunshine State One-Call at 1-800-432-4770.

#### **VI. TRAINING DOCUMENTATION** in support of OSHA requirements shall be provided upon request.

**AGREEMENT**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City", located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, and \_\_\_\_\_ a \_\_\_\_\_ corporation, located at \_\_\_\_\_ hereinafter referred to as the "Contractor".

**WITNESSETH:**

WHEREAS, City has previously determined that it has a need for \_\_\_\_\_ services; and

WHEREAS, City solicited competitive bids/issued a Request for Proposal (RFP) for such services pursuant to (City of Lakeland Invitation to Bid No. \_\_\_\_\_ or RFP No. \_\_\_\_\_) (hereinafter ITB or RFP); and

WHEREAS, City awarded the (Bid/Proposal) to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the (ITB/RFP), which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with \_\_\_\_\_ as requested and more specifically outlined in the (ITB/RFP), this Agreement, the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A", and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the (Invitation to Bid/RFP).

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect for an initial term of \_\_\_\_\_ (months/years) from \_\_\_\_\_ (the "Effective Date") and any extension thereof. This Agreement may be renewed subject to execution of a written agreement between the City and Contractor for up to \_\_\_\_ additional \_\_\_\_ period(s) beyond the initial contract period. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the City or its authorized representative.

4. Amendment of the Contract. This Agreement may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a (bid/proposal) to a contractor which has disclosed its intent to assign or subcontract in its response to the (ITB/RFP), without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. City reserves the right to cancel this Agreement, without cause, by providing thirty (30) days prior written notice to the Contractor of its intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the City.

In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the (bid/proposal), or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City.

7. Prohibition of Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other

consideration contingent upon or resulting from the award of making of this Agreement. In the event of breach of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.

8. Compensation. City shall pay Contractor upon Contractor's completion of, and City's acceptance of, the services required herein, as specified in the (ITB/RFP) and as set forth in the City's Cost Proposal Letter, attached hereto and incorporated herein by reference as **Appendix 1**. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with Fla. Stat. § 218.70, *et seq.*, the Local Government Prompt Payment Act. City shall pay Contractor the actual costs of all reimbursable expenses incurred in connection with City approved Services pursuant to this Agreement; provided that reimbursement for travel and subsistence expenses shall be paid in accordance with the City of Lakeland's Consultant Reimbursement Policy, attached hereto and incorporated herein by reference as **Appendix 2**.

9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, Instruments, information and material prepared or accumulated by the Contractor or its subcontractors in rendering services pursuant to this Agreement shall be the sole property of the City which may have access to the reproducible copies at no additional cost other than printing. In no event shall Contractor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of this Agreement.

10. Permits/Licenses. Contractor must secure and maintain any and all permits and licenses required to complete services pursuant to this Agreement.

11. Access to Records/Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the City. City reserves the right to audit such records upon notice to the Contractor.

12. Public Records. Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement. In accordance with Florida Statute § 119.0701, Contractor shall be required to provide public

access to such records at a cost that does not exceed the statutory requirements or as otherwise provided by law. In the event any such records are exempt or confidential from public records disclosure Contractor shall ensure that those records are not disclosed except as authorized by law. Contractor shall meet all requirements for retaining public records and shall transfer at no cost to the City, all public records in possession of the Contractor upon termination of the Agreement and destroy duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

13. Minimum Insurance Requirements. The Contractor must maintain insurance, at its own expense, in at least the amounts set forth in Exhibit "B" attached hereto and incorporated herein by reference throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

14. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by Contractor in accordance with the indemnification provision set forth in Exhibit "C", attached hereto and incorporated herein by reference.

15. Jurisdiction/Venue/Governing Law. The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.

16. Independent Contractor Status. The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the City.

17. Compliance with Laws. Contractor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of this Agreement.

18. Severability. The terms and conditions of this Agreement shall be deemed to be severable.

Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.

19. Documents Comprising Contract. The Contract shall include this Agreement for \_\_\_\_\_ services and appendices, as well as the following documents which are incorporated herein by reference.

- a. City of Lakeland (Invitation to Bid/Request for Proposal) and all of its addenda and attachments, including **Exhibit "A"**, Scope of Services; and
- b. Contractor's Certificate of Insurance as required in **Exhibit "B"**;
- c. Contractor's Indemnification and Hold Harmless as required in **Exhibit "C"**; and
- d. Contractor's Bond(s), as required in Section \_\_\_\_ of the (ITB/RFP); and
- e. Contractor's (Bid/Proposal)

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

20. NOTICES. All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As to City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties herein have executed this Agreement for \_\_\_\_\_  
services pursuant to (City Bid No./RFP No.) as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

CONTRACTOR

\_\_\_\_\_  
Gow B. Fields, Mayor

\_\_\_\_\_  
President (Signature)

\_\_\_\_\_  
President (Printed Name)

[Corporate Seal]

ATTEST:

ATTEST:

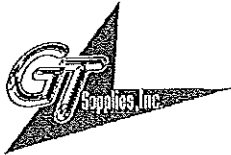
By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

By: \_\_\_\_\_  
(Attesting Witness name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
Timothy J. McCausland, City Attorney

SAMPLE



7010 Barbour Road  
Riviera Beach, FL 33407

# Estimate

Date	Order #
8/7/2014	2376

Bill To

City of Fort Pierce  
PO Box 1480  
52 Savannah Rd  
Ft Pierce, FL 34954

P.O. #		Terms			
Item	Description	Qty	Rate	Total	
G2Y	Recondition 2 Yard FEL Container - Includes Bottom, Minor Repairs, Drain Fitting & Paint		179.50	179.50T	
G4Y	Recondition 4 Yard FEL Container - Includes Bottom, Minor Repairs, Drain Fitting & Paint		249.50	249.50T	
G6Y	Recondition 6 Yard FEL Container - Includes Bottom, Minor Repairs, Drain Fitting & Paint		314.50	314.50T	
G8Y	Recondition 8 Yard FEL Container - Includes Bottom, Minor Repairs, Drain Fitting & Paint		324.50	324.50T	
	Sales Tax		0.00%	0.00	

Phone #	561-881-8101
Fax #	561-881-8601
Web Site:	www.gtsupplies.com

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your Income tax return) <b>GT Supplies, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Vestee <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>7010 Barbour Road</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Riviera Beach, FL 33407</b>		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number									
Employer identification number									
6	5	-	0	8	7	7	9	3	1

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ <b>1/29/14</b>
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**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

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