

City of South Daytona
Office of the City Manager

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • 386/322-3014



MEMORANDUM

To: James L. Gillis Jr., City Manager
From: Becky Witte, Deputy City Clerk
Re: Consideration of awarding the Municipal Complex Generator Project (Bid No. 23-B-010) to L&S Enterprises LLC in the amount of \$298,467 as budgeted in the current fiscal year and funded by a Hazard Mitigation FEMA Grant.
Date: May 26, 2023

In March, the City was awarded a State of Florida Hazard Mitigation Grant Program (HMGP) Grant in the amount of \$378,000 for the purchase and installation of a permanent diesel generator to provide backup power to the City's Municipal Complex. The City's share of this grant will be \$13,500. This new system will be replacing an outdated generator that supplies limited power to the Complex. The City Council authorized application and acceptance of the HMGP Grant in December 2021 via Resolution No. 2021-34.

In accordance with our procurement procedures, staff solicited sealed bids from qualified vendors. A non-mandatory pre-bid meeting was held on Friday, May 5, 2023, and three companies were in attendance. Proposals were received until Thursday, May 25, 2023, at which time the submitted bids were publicly opened in the City Council Chamber Room located inside City Hall.

The following responses received to our purchasing request:

<u>Bidder</u>	<u>Address</u>	<u>Bid</u>
Eau Gallie Electric, Inc	2012 Aurora Road Melbourne, Florida 32935	\$313,000
L & S Enterprises LLC	800 Gatepark Drive Daytona Beach, Florida 32114	\$298,467
Chinchor Electric	1460 S Levitt Ave Orange City, Florida	No Bid Received
Tradewinds	3703 S. Atlantic Avenue #706 Daytona Beach Shores, Florida	No Bid Received

Staff recommends awarding the Municipal Complex Generator Project (Bid No. 23-B-010) to L&S Enterprises LLC in the amount of \$298,467 as budgeted in the current fiscal year and funded by a Hazard Mitigation FEMA Grant. If approved, it is estimated that it will take 52 weeks to receive the generator due to the current state of supplies. After the generator is delivered, it will take three months to install. This means that it will need to be carried over to next year's budget. Even with the expanded schedule, we still have time to complete the project before the grant expires on December 31, 2025.

BID FORM 9B: Bid Form
Acknowledgement and Pricing Proposal

PROJECT IDENTIFICATION: Permanent Generator for South Daytona Municipal Complex

BID IDENTIFICATION AND NUMBER: BID NO. 23-B-010

THIS BID IS SUBMITTED TO:

**CITY OF SOUTH DAYTONA
OFFICE OF THE CITY MANAGER
1672 S. RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119**

Name of Bidder: LTS Enterprises LLC

Mailing Address: 800 Gatepark Dr

Street Address: 800 Gatepark Dr

City/State/Zip: Daytona Bch FL 32114

Phone Number: (386) 304-0722 **FAX Number:** (386) 304-0723

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and 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.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum Number: 1 Date: 5/17/23 Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____ Addendum Number: _____ Date: _____

Please note that the City may award contracts to multiple contractors.

BID

The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 23-B-010, Permanent Generator for South Daytona Municipal Complex," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The LUMP SUM bid total is:

Two hundred Ninety Eight Four hundred sixty six dollars + ⁷⁴/₁₀₀ Dollars
(In Words)

(In Figures) \$ 298,466 ⁷⁴/₁₀₀.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 25th day of May, 20 23.

L+S Enterprises LLC
(Name of Bidding Firm)

(Signature of person signing form)

Jon P. Gragg Estimator
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this 25 day of MAY, 2023

he/she is personally known to me or has presented _____ as identification.

Ashlee M. Stack
Notary Public
My Commission Expires: 3/28/26



ASHLEE MARIE STACK
Commission # HH 245535
Expires March 28, 2026

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 9C:
Drug-Free Preference Statement**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city 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 violations.
- (3) Give each employee engaged 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) days after such conviction.
- (5) Impose a sanction 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 Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

L3S Enterprises, LLC

(Name of Bidding Firm)

Sydney McCue

(Signature of person signing form)

Sydney McCue - HR Manager

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 25 day of May, 2023 he/she is personally known to me or has presented ___ as identification.



JOPE T. HAYES
Commission # HH 136222
Expires October 1, 2025
Bonded Thru Budget Notary Services

JoPe T. Hayes
Notary Public
My Commission Expires: 10/1/25

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 9D:
Public Entity Crimes Statement**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the following statement:

This sworn statement is submitted with Bid, Proposal or Contract No. 23-B-010 for Generator Replacement - South Daytona. This sworn statement is submitted by LKS Enterprises, LLC whose business address is 800 Gatepark Drive, Daytona Beach, FL 32114 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-2338350. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)
My name is Sydney McCue and my relationship to the entity named above is Human Resources Manager.
(relationship such as sole proprietor, partner, president, vice president)

- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

L3S Enterprises, LLC
(Name of Bidding Firm)

Sydney McCue
(Signature of person signing form)

Sydney McCue - HR Manager
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25 day of May, 2023 he/she is personally known to me or has presented _____ as identification.



JOPE T. HAYES
Commission # HH 136222
Expires October 1, 2025
Bonded Thru Budget Notary Services

JOPE T. HAYES
Notary Public
My Commission Expires: 10/1/25

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 9E:
Anti-Collusion Statement

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.


(Signature of person signing form)

Jon P. Gregg Estimator
(Printed name and Title of person signing form)

Name of Bidder: L+S Enterprises LLC

Address: 800 Gatepark Dr

City/State/Zip: Daytona Beach FL 32114

Phone Number: (386) 304-0722 FAX Number: (386) 304-0723

FEIN Number: 20-2338350

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of South Daytona.

NO BID (REASON): _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 9F:
Statement of Vendor Qualifications

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this Form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- See Attached*
- (1) Name of Vendor.
 - (2) Permanent main office address.
 - (3) Date organized.
 - (4) If a corporation, where incorporated.
 - (5) How many years have you been engaged in the contracting business under your present firm or trade name?
 - (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
 - (7) General character of work performed by your company.
 - (8) Have you ever failed to complete any work awarded to you? If so, where and why?
 - (9) Have you ever defaulted on a contract? If so, where and why?
 - (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
 - (11) List your major equipment currently owned or leased.
 - (12) Experience in work similar to this type of project.
 - (13) Background and experience of the principal members of your organization, including the officers.
 - (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

L+S Enterprises
(Name of Bidding Firm)


(Signature of person signing form)

Jon P Gragg Estimator
(Printed name and Title of person signing form)

STATE OF _____
COUNTY OF _____

This document was sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, he/she is personally known to me or has presented _____ as identification.

Notary Public
My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Bid Form F
Statement of Vendor Qualifications

- (1) L&S Enterprises, LLC
(2) 800 Gatepark Dr., Daytona Beach, FL 32114
(3) June 2006
(4) Florida
(5) 18 years
(6) Contracts on Hand:
- | | | |
|--------------------|----------------|-----------|
| a. NASA – KSC | \$4,146,693.00 | 6/15/2023 |
| b. Pensacola NAS | \$ 620,380.00 | 9/30/2023 |
| c. City of Miramar | \$ 666,179.00 | 8/30/2023 |
| d. FPL Utility | | |
| e. FPL Utility | | |
| f. FPL Utility | | |
- (7) Electrical Contracting
(8) No
(9) No
(10) Important Projects:
- | | | |
|--|----------------|----------|
| a. University of Florida – BioMed 0213 | \$ 110,000 | 5/1/2023 |
| b. St. Albans VMAC (Queens, NY) | \$1,066,034.00 | 2/1/2023 |
| c. FPL Utility | | |
| d. FPL Utility | | |
- (11) Major Equipment:
- | | |
|--------------------------|------|
| a. VAC trucks | (3) |
| b. Digger-Derricks | (3) |
| c. Excavators | (2) |
| d. Various Bucket trucks | (18) |
| e. Directional Boring | (2) |
| f. Various Aerial Equip | (6) |
- (12) Yes

City of South Daytona: Major Equipment List

- (19) Ford Transit Vans 250/350
- (12) Ford F150/250/350 Crew Trucks
- (6) Ford F550 Flat Bed – Crew/Tow Trucks
- (8) 25-45' Gooseneck Trailers
- (11) Ford F550/Terex LT40 Bucket Trucks
- (2) Ford F600/Terex LT40 Bucket Trucks
- (6) Ford E350 Box Trucks
- (1) Ford F650 Box Truck
- (2) Freightliner hook lift Trucks-Roll off containers/Debris
- (1) Freightliner Dump Truck
- (3) Digger/Derrick-Terex 4047 Commander-Freightliner/Peterbuilt
- (3) Digger/Derrick-Terex 6060 Commander- Freightliner/Peterbuilt
- (5) Vac Trucks-Freightliner/Peterbuilt
- (4) Cat excavator-301/304/307
- (4) Cat Skidsteer-257/279
- (4) Cat/Genie-Telehandler/Lull
- (6) Forklift's

BID FORM 9G: Professional References for Previous Experience

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

<i>Company Name:</i>	FPL Energy Services
<i>City, State:</i>	Miami, FL
<i>Contact Person:</i>	Robert LaGassee
<i>Telephone Number:</i>	(321) 690-5232
<i>Email Address:</i>	Robert.LaGassee@fpl.com
<i>Description of Goods or Services provided:</i>	Electrial Contracting (Streetlighting, Lighting & Transformers)
<i>Contract Amount:</i>	\$4,150,000.00
<i>Start/End Date of Contract:</i>	8/01/2022 - 6/15/2023

Reference 2:

<i>Company Name:</i>	Siemens
<i>City, State:</i>	Miami, FL
<i>Contact Person:</i>	Duaine Edwards
<i>Telephone Number:</i>	(954) 329-8162
<i>Email Address:</i>	Duaine.Edwards@siemens.com
<i>Description of Goods or Services provided:</i>	Electrical Contracting (Streetligting, Lighting, Controls)
<i>Contract Amount:</i>	\$675,000.00
<i>Start/End Date of Contract:</i>	11/1/22 - 8/30/2023

Reference 3:

<i>Company Name:</i>	FPL- Utility
<i>City, State:</i>	West Palm Beach, FL
<i>Contact Person:</i>	Gino Garcia
<i>Telephone Number:</i>	786-209-4079
<i>Email Address:</i>	Gino.Garcia@FPL.COM
<i>Description of Goods or Services provided:</i>	Electrical Utility-Streetlighting & Roadway Lighting
<i>Contract Amount:</i>	Unlimited - \$3,000,000.00 Min. Annual
<i>Start/End Date of Contract:</i>	6/24/2021 to 6/30/2024

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 9H: Listing of Subcontractors

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:

No Subs

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 2:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 3:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM 9I:
Required Project Milestones

The Vendor agrees to complete the required project milestones listed below within the time frame specified.

Milestone #1: Removal of Existing Transfer Switch +
Generator

Required Milestone #1 Completion Time*: 45 Days after arrival of New System.

Milestone #2: Installation of New Generator + Transfer Switch

Required Milestone #2 Completion Time*: 60 Days after arrival of New System

Required Substantial Completion Time*: **60 Days**

Required Final Completion Time*: **90 Days**

The Vendor agrees to accept liquidated damages and pay the City **Five Hundred Dollars (\$500)** for each consecutive calendar day, including rain days and holidays, that expires after each of the required project milestone completion times listed above until each are completed or, if no construction milestones are listed, the time specified for final completion until the Work has been fully completed. All milestone completion dates, including substantial and final completion, will be determined solely by the City. The City has the option to retain this amount from the compensation otherwise paid to the Vendor. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Vendor or his/her Surety, then such excess shall be paid to the City by the Vendor or his/her Surety.


(Signature of person signing form)

Jon P Gragg Estimator
(Printed name and Title of person signing form)

Name of Bidder: L+S Enterprises LLC

Address: 800 Gatepark Dr

City/State/Zip: Daytona Bch FL 32114

Phone Number: (386) 304-0722 FAX Number: (386) 304-0723

* All completion times listed are consecutive calendar days, including rain days and holidays, that expire from (and including) the date when the Contract Time commences to run as written in the Notice to Proceed.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 9J:
Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we L&S Enterprises LLC
(hereinafter called the Principal) and Merchants National Bonding, Inc.
(hereinafter called the Surety) are held and firmly bound unto the City of South Daytona, Florida
(hereinafter called the Owner) in the sum of FIVE PERCENT OF PROPOSED BID Dollars
(\$ ---5%---) lawful money of the United States of America, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors,
jointly and severally, firmly by these presents:

WHEREAS, the Principal contemplates submitting or has submitted a bid to the City of South Daytona,
Florida, for

Permanent Generator for South Daytona Municipal Complex
BID NO. 23-B-010

WHEREAS, the Principal desires to file this bond in accordance with the 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 City, and execute a sufficient and satisfactory Contract Bond payable
to the City, 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 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 25th day of May, 2023.

L&S Enterprises LLC

(Principal)

By: _____

ATTEST:

Merchants National Bonding, Inc. (Surety)

By: _____

Seal Natalie C. Demers

Don Bramlage, Attorney-In-Fact &
FL Resident Agent - Inquiries: 407-330-3990

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Don Bramlage; Edward M Clark; Laura D Mosholder

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



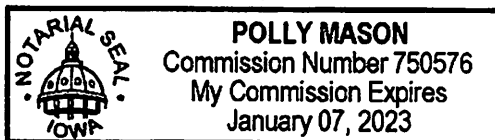
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of May, 2023.



William Warner Jr.

Secretary

BID FORM 9K:
Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, L+S Enterprises LLC, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

L+S Enterprises LLC
By: [Signature]
Signature
Don P. Gragg Estimator
Name and Title
800 Gatepark Dr
Street Address
Daytona Beach FL 32114
City, State, Zip
5/25/2023
Date

City of South Daytona
Sub-Recipient's Name
H0939
DEM Contract Number
4486-018-R
FEMA Project Number



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BLANTON, LEONARD EUGENE JR

L & S ENTERPRISES LLC
800 GATE PARK DR
DAYTONA BEACH FL 32114

LICENSE NUMBER: EC0002615

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2022

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

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415		CONTACT NAME: Julie Kuhlman PHONE (A/C, No, Ext): (386) 252-9601 FAX (A/C, No): (386) 239-5729 E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com	
INSURED L & S ENTERPRISES, LLC 800 Gatepark Drive Daytona Beach FL 32114		INSURER(S) AFFORDING COVERAGE INSURER A: Transportation Insurance Company INSURER B: Valley Forge Insurance Company INSURER C: The Continental Insurance Company INSURER D: The Continental Casualty Company INSURER E: INSURER F:	
		NAIC # 20494 20508 35289 20443	

COVERAGES

CERTIFICATE NUMBER: 23-24

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7011602046	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7011602063	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7011602080	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PROD/C-OPS \$ 5,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7011602077	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	INLAND MARINE			7012022083	01/01/2023	01/01/2024	LEASED/RENTED \$450,000 DEDUCTIBLE \$2,500

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

SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER

CANCELLATION

CITY OF SOUTH DAYTONA COMMUNITY DEVELOPMENT DEPT PO BOX 214960 SOUTH DAYTONA FL 32121	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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED L & S ENTERPRISES, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET COVERAGE FORMS

GENERAL LIABILITY:

- 1.) CNA75079XX 1016 - BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH PRODUCTS-COMPLETED OPERATIONS
- 2.) CNA74705XX 0115 - CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT (PER PROJECT AGGREGATE, ADDITIONAL INSURED-LESSOR OF LEASED EQUIPMENT, ADDITIONAL INSURED-MNGR OR LESSOR OF PREMISE, ADDITIONAL INSURED-STATE OR POLITICAL, WAIVER OF SUBROGATION, PRIMARY & NON-CONTRIBUTORY)

AUTO LIABILITY:

- 1.) CNA63359XX 0412 - CONTRACTORS EXTENDED COVERAGE ENDORSEMENT BUSINESS AUTO PLUS (ADDITIONAL INSURED, WAIVER OF SUBROGATION, PRIMARY & NON-CONTRIBUTORY)

WORKERS COMPENSATION:

- 1.) WC000313 04-84-WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

UMBRELLA LIABILITY:

- 1.) CNA75501XX 0315 - PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY (FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)

L&S

LIGHTING | ELECTRICAL

"Energy Conservation Through Lighting Innovation"

800 Gatepark Dr.
Daytona Beach, FL 32114

Office: 386-304-0722
Fax: 386-304-0723

May 25, 2023

City of South Daytona

RE: Proposal for turnkey installation of Emergency Generator System.

L&S Enterprises, LLC proposes to provide all labor, miscellaneous material, supervision, lift equipment to complete the installation of New 150kw Emergency Generator and 600 amp transfer switch. The project will require the installation of new feeders from the transfer switch to respective panels at both buildings.

The project is located at 1672 South Ridgewood Avenue, South Daytona Beach FL.

Scope of work to include the following:

- Supply and install New 150kw 3phase 208/120v Generator (see attached specs)
- Install 600amp transfer switch at generator.
- Install new feeders as needed.
- Obtain permitting and inspections.

Price: \$ 298,466.74

Please call or email with any questions.

Pat Gragg
386-295-2898
pgragg@l-senterprises.com



OLYMPIAN™
GENERATORS



Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
4752 Capital Circle NW
Tallahassee, FL 32303
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
10421 Fern Hill Dr
Riverview, FL 33578
813-671-3700

SALES

SERVICE

PARTS

LEASING

RENTALS

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 5/25/23

QUOTATION NO: JB23043

CUSTOMER NAME: L & S Enterprises
ADDRESS: 800 Gatepark Dr.
CITY/STATE/ZIP: Daytona Beach, FL
32114 CONTACT: Pat Gragg
PHONE: 386-295-2898
E-MAIL: pgragg@l-senterprises.com

ESTIMATED SHIPPING LEAD TIME: **52+ weeks after approved
submittal**
SHIPPING VIA/FOB: Jobsite
ESTIMATED SUBMITTAL LEAD TIME: **3-4 weeks**
JOBSITE ADDRESS:
CITY/STATE/ZIP: FL
PROJECT NAME: South Daytona Municipal Complex

TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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Please ensure quote meets your expectations.

One (1) New Caterpillar Diesel Generator - Model D150, Rated 150 KW standby at 0.8 PF, 120/208 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:

STANDARD GENERATOR PACKAGE CONSIST:

UL Listed 2200 Packaged Genset, NFPA 110 upgrade
Main UL circuit breaker, 600 Amp LSI, shunt trip generator mounted
CAT Control panel with safety shutdowns, Engine controls and gauges
Emergency stop pushbutton.
-24-volt DC operation.
-Environmental sealed front face.

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: Jake Bechtol

Jake Bechtol, EPG & Industrial Engine Sales.

TERMS

- This offer to sell is made subject to **buyer's acceptance within thirty (30) days** from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- **NO SALES TAX IS INCLUDED.**
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<ul style="list-style-type: none"> -Text alarm/event descriptions. -Generator mounted - rear facing. <p>Controls:</p> <ul style="list-style-type: none"> -Speed adjust. -Auto/start/stop control. -Engine cool-down timer. -Engine cycle crank. -Alarm acknowledge. -Lamp test. -True RMS AC metering, 3-phase, +/-2% accuracy. <p>Digital indication for:</p> <ul style="list-style-type: none"> -RPM. -DC volts. -Operating hours. -Oil pressure (psi, kPa or bar). -Coolant temperature. -Volts (L-L & L-N), frequency (Hz). -Amps (per phase & average). -Power Factor (per phase & average) -kW (per phase, average & percent) -kVA (per phase, average & percent) -kVAr (per phase, average & percent) -kW-hr (total) -kVAr-hr (total) <p>Warning/shutdown with common LED indication of shutdowns for:</p> <ul style="list-style-type: none"> -Low oil pressure - High coolant temperature - Overspeed - Emergency stop - Failure to start (overcrank) - Low coolant temperature - Low coolant level <p>Programmable protective relaying functions:</p> <ul style="list-style-type: none"> - Generator phase sequence - Over/Under voltage (27/59) - Over/Under Frequency (81 o/u) - Reverse Power (kW) (32) - Reverse Reactive Power (kVAr) (32RV) - Overcurrent (50/51) <p>Communications</p> <ul style="list-style-type: none"> - Customer data link (Modbus RTU) - Accessory module data link - Serial annunciator module data link - 6 programmable digital inputs - 4 programmable relay outputs (Form A) - 2 programmable relay outputs (Form C) - 2 programmable digital outputs <p>Digital I/O Module</p> <p>Provides 10 programmable spare inputs and eight programmable relay outputs for system expansion</p> <p>Remote Annunciator – Shipped Loose & Installed by Others</p> <p>Remote Emergency Stop – Shipped Loose & Installed by Others</p> <p>ADEM A-4 Electronic Governor</p> <p>Caterpillar Integrated Voltage Regulator</p> <p>PMG excitation</p> <p>Anti-condensation Alternator Strip Heater</p> <p>Jacket water heater</p> <p>Battery(s) & Cables</p>		

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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Battery charger UL 10 amp

Electronic O & M Manuals

Standard Factory test Reports – PKG Gen Test at 0.8 PF (or 1.0 PF Single Phase)

Caterpillar Limited Warranty:

No Charge - 5 Year / 2500 hour / \$0 deductible Caterpillar Platinum level Extended Service Coverage

– Includes All as shipped consist from the factory with Caterpillar part numbers excluding:

Filters, fluids, vee belts, hoses, power take-offs, paint, batteries and clutches.

– Includes Generator Rental Allowance for repairs in excess of:

96 Hours with Platinum Level Coverage

Please refer to the Cat Extended Service Coverage Brochure for complete details:

ADDITIONALLY SELECTED OPTIONS FOR THIS PROJECT:

One (1) Weatherproof sound attenuated factory Aluminum enclosure with silencer

150 MPH Wind Load Rating

One (1) Sub-base double wall 48 hour fuel tank, listed UL142

- Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed (See “Note” Section below)

One (1) New Automatic Transfer Switch

600 amp, 208 volts, 3 pole

UL 1008 Certified

NEMA 3R Enclosure

Accessories:

11BE - Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring.

SERVICES INCLUDED:

- Start up and Commissioning
- Includes 2 hour Resistive Load Bank test
- 1 hours of Introduction and training to personnel
 - Performed the same day as testing
 - Basic training at the equipment, Non-Class room style
- Freight to customer site

Total NET for above

SALES TAX IS NOT INCLUDED

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.

We have included some escalation for a known Caterpillar January 1, 2024 price increase and an anticipated July 1, 2024. Our vendor pricing increases are unknown and subject to change up to the time of approved Submittals.

OPTIONAL ADDERS:

Provide One (1) 12 month Maintenance Contract (CVA)

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s) utilizing CAT Filters
- Drain engine crankcase oil & refill to proper capacity with CAT DEO ULS Oil
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will advise and secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

Standard Pricing is for ground level access

Ring Power Contact / Product Support Sales Representative for Service Department work is:

Ernie Vollenweider, Generator PSSR, Mobile: 321-262-3828, ernie.vollenweider@ringpower.com

BUDGET price below is for reference... Service Work is to be invoiced separately by our Service Department.

Total NET for above

+

SALES TAX IS NOT INCLUDED

Exceptions & Clarifications:

Detailed Specs & Drawings were not provided. Quoted per RF documents. The 150 kW was selected based on Highest Demand kW shown at 90 kW plus some additional capacity. Please advise if additional capacity is required, as revised quote will be provided.

ATS size not shown. We have quoted a 600 Amp ATS.

NOTE:

1. Notice to Buyer:

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."

2. The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM). Equipment installation must complete and equipment ready to start-up. This includes all auxiliary power for generator/enclosure accessories, interconnect wiring, Remote Annunciators, etc. If there are questions regarding the locations for termination, our Project Manager will assist you. Return service calls due to incomplete installation (outside of Ring Power's control) may result in additional charges.
3. Training that is to be videotaped, requires Ring Power approval in advance. RPC "Video Recording Agreement" / waiver signed by the customer / end-user in advance. Videographer / Recording Equipment to be provided by others.
4. No installation (including shipped loose accessories), labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping, DEF - Diesel Exhaust Fluid (when required), natural gas piping and gas flow meters is included (unless otherwise referenced above).
5. Third Party Testing provided by others (i.e. NETA, Infrared Scanning, Insulation Resistance, Ground Fault, etc...)
6. Generators provided with a Circuit Breaker(s) 800 Amps or larger are provided with Buss Bar only, Lugs are provided by others.
7. In some cases, based on the generator set package weights and dimensions, items may ship loose and must be re-assembled by the contractor on site. Those items might include the fuel tank, load frame & generator, generator enclosures, mufflers, stairs, platforms, etc...
8. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form can be found in the Ring Power Submittal or on-line in the link below. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.

Storage tank registration is available online through the DEP Business Portal in lieu of the paper form:

- DEP Business Portal can be found: <http://www.fldepportal.com/go/submit-registration>
- Instructions on how to navigate the DEP Business Portal can be found on the DEP Registration web page: <http://www.dep.state.fl.us/waste/categories/tanks/pages/registration.htm>

9. NO SALES TAX INCLUDED
10. Proposal is based on information supplied by the Customer.
11. No specifications or drawings were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
12. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer
13. Ring Power will be supplying equipment as described in the attached documentation.
14. No equipment will be ordered without an approved Purchase Order.
15. Equipment ordered to meet a specific delivery date, that is then delayed once equipment is received by Ring Power may be billed as Stored Material. This applies when the project is delayed outside of Ring Power's control.
16. Equipment shipped will be invoiced for at the time of delivery.
17. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your generator needs.

Jake Bechtol

Jake Bechtol

Ring Power Corporation

Electric Power Generation & Industrial Engine Sales

(407) 472-6242 Office – (407) 438-0922 Fax – (321) 288-1242 Cell

jake.bechtol@ringpower.com