

GENERAL SERVICES CONTRACT CONTRACT NO. 0118-0231

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and Master Protection LP, D/B/A Firemaster, a foreign limited partnership ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. CONTRACTOR will provide FIRE EXTINGUISHER INSPECTION, MAINTENANCE, AND REPLACEMENT to the CITY as further described in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. *Reserved.*

Section 3. Fees and Payments; Limitations.

(a) Unless the Exhibits specifically provides for reimbursement of expenses, the Fee described herein will be CONTRACTOR's sole compensation for the services to be provided.

(b) The CITY will pay CONTRACTOR up to **\$14,586.76 annually**, based on the Fee Schedule attached hereto as Exhibit B.

(c) Except for any expenses specifically provided for in Exhibit B, CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR must separately invoice the CITY for each purchase order. CONTRACTOR may invoice the CITY no more frequently than monthly, and no sooner than 30 days after the date of the purchase order.

(b) At to the not-to-exceed Fee, the CITY will pay based on the hours billed and the hourly rate schedule (see Exhibit B), provided, that CONTRACTOR is completing the work at a reasonable rate consistent with Exhibits; and provided, that the not-to-exceed maximum set forth in Section 3 above will not be exceeded unless approved by the CITY.

(c) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. Where payment is for the cost incurred for certain reimbursables (such as for subcontractors or air travel), the invoice must include proof that CONTRACTOR has paid such costs.

(d) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

Section 5. Standard of Performance. CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local

income tax, and self-employment taxes, arising from this Contract, and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONTRACTOR will also responsible for the performance of CONTRACTOR's subcontractors.

Section 7. Documents. All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

Section 8. Public Records.

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119 0701, which include the following.

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 9. Effective Date and Term.

The Effective Date of this Contract is March 1, 2018 or the date on which the last Party signs it, whichever is later. The Term of this Contract is 1 year, commencing on the Effective Date. The CITY will have the option to renew this Contract for up to 4 Terms of 1 year each, by providing CONTRACTOR written notice at least 60 days before the end of the current Term

If this Contract specifically provides that some or all of CONTRACTOR's services will be required only after issuance of a CITY work authorization, any work authorizations previously issued by the CITY will remain in effect after the expiration of this Contract unless the CITY terminates this Contract due to CONTRACTOR's material breach after notifying CONTRACTOR to suspend such services as provided below.

Section 10. Termination of Contract.

(a) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations

(1) Before terminating for convenience, CITY must provide CONTRACTOR at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach

In either instance described above, upon termination CONTRACTOR will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in subsection (b) of this Section for a termination for convenience

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 11. Suspension of Services. If the notice of material breach issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 12. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 13. Insurance. CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage

(2) Liability Insurance, including (i) **Commercial General Liability** coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. Contractor's Commercial General Liability insurance policy will provide coverage to Contractor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent will be used to provide such Additional Insured status.

(b) Proof of Insurance. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) Cancellation; Replacement Required. CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right to replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) Termination of Insurance. CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

Section 14. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to an email followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
Joseph Paul, Operations Project Manager
The City of Daytona Beach
950 Bellevue Avenue
Daytona Beach, FL 32114
Email: pauljoe@codb.us

To CONTRACTOR:
Michele Tipton, Project Manager
Fire Protection, LP dba Firemaster
10255 Fortune Parkway
Jacksonville, FL 32256
Email: mtipton@firemaster-mpc.com

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 15. Personnel. CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 16. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

Section 17. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 18. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them

Section 19. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the CITY's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

(d) Truth in Negotiations Certificate. CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONTRACTOR's services under this Contract.

(f) Contingency Fee. 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 Contract 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract, this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing, provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT

LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

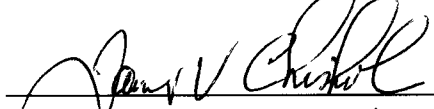
(m) **Authority to Bind CONTRACTOR.** The undersigned representative of CONTRACTOR represents and warrants that he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) **Incorporation of ITB and Proposal.** The CITY's Invitation to Bid 0118-0231, and the CONTRACTOR's responsive proposal are incorporated herein by reference as Composite Exhibit C. Composite Exhibit C is not attached but will remain on file in the Office of the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

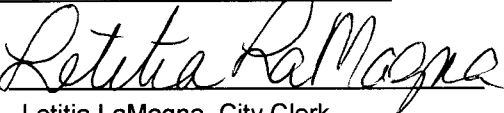
(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.


THE CITY OF DAYTONA BEACH

By: 
James V. Chisholm

Date: 2-23-18

Attest: 
Letitia LaMagna, City Clerk

MASTER PROTECTION, LP
D/B/A FIREMASTER

By: 

Printed Name: Richard Korecki

Title: Vice President

Date: February 8, 2018

Approved as to legal form:

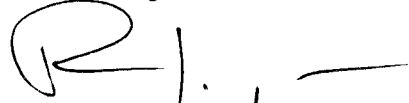
By: 
Robert Jagger, City Attorney

EXHIBIT A: Scope of Services

SECTION 1: SCOPE

The City of Daytona Beach (CITY) is seeking a Contractor to furnish all labor, equipment, and materials necessary to annually inspect, recharge, hydrotest, and replace (if needed) all fire extinguishers. Semi-annual hood inspections for all CITY owned locations are also under this Contract.

The City has 38 locations with approximately 670 fire extinguishers. Our current Contract has been in effect for two years. This solicitation expands the last solicitation so the CITY is expecting an estimated project magnitude of \$17,000 - \$21,000

SECTION 2: SPECIFICATIONS FOR CITYWIDE FIRE EXTINGUISHER INSPECTION, RECHARGE, & REPLACEMENT SERVICES

1. All fire extinguishers, and maintenance thereof, will be in accordance with National Fire Protection Agency (NFPA), Current NFPA Standards for Portable Fire Extinguishers. If there is a discrepancy between these general specifications and current NFPA standards, the current NFPA standards will prevail.
2. Annual Testing, maintenance, servicing, and recharging must be performed by State certified, trained persons, having available the appropriate servicing manuals, proper tools, recharge materials, lubricants, and manufacturer's recommended replacement parts, or parts specifically listed for use in the fire extinguisher.
3. The Contractor will schedule work with the City so as not to interfere, or minimize interference with normal operations and to ensure the safety of employees as well as the general public.
4. Work will be performed during normal hours of operation between 8:00 am and 3:30 pm.
5. ANNUAL INSPECTIONS required in this bid will be in accordance with current NFPA Standards. There will be only one fee allowed for annual inspections of each fire extinguisher, regardless of type.
6. SIX YEAR MAINTENANCE. Every 6 years, stored pressure fire extinguishers that require a 12-year hydrostatic test (e.g. dry chemical extinguishers) must be emptied and proper maintenance procedures performed. The exception to this rule is non-rechargeable extinguishers, which are required to be removed from service 12 years from the date of manufacture.
 - a Six-year maintenance is required to be recorded on a metallic label, or similar durable material, affixed to each extinguisher that indicates the month and year the maintenance was performed, the initials or name of the person performing the service and the name of the company they represent. Old maintenance labels must be removed at the time any new labels are affixed to the extinguisher. Recharge and maintenance service as required in this bid will be in accordance with the current NFPA standards
 - b A new certification tag will be included in the recharge fee. Conductivity testing is included for CO2 extinguishers
 - c Parts to be furnished during a recharge include: O-rings, valve stems, and powder.
7. HYDROSTATIC TESTING. Fire extinguishers are required to be pressure tested using water or some other non-compressible fluid to help prevent unwanted failure or rupture of the cylinder i)

Pressurized water, carbon dioxide and wet chemical extinguishers – every 5 years ii) Dry chemical extinguishers – every 12 years. Hydrostatic Testing as required in this bid will be in accordance with current NFPA standards.

.a High-pressure cylinders (e.g. carbon dioxide) that pass the hydrostatic test must be stamped with the tester's identification number and the month and year of the test.

.b Low-pressure cylinders (e.g. dry chemical, wet chemical, pressurized water) that pass the hydrostatic test must have the test information recorded on a metallic label, or similar durable material, affixed to each extinguisher that indicates the month and year the test was performed, the test pressure used, and the initials or name of the person performing the service and the name of the company they represent

.c Hydrostatic testing will include: O-rings, valve stems, powder, water based pressure test.

8. No separate charges will be paid for routine inspection, hydrostatic testing, recharging, and maintenance parts. No fire extinguisher may be repaired without the prior approval of the Department/Division. The using Department/Division will make a decision, whether it will be more cost effective to replace than repair
9. TRAVEL Prices quoted for all six year maintenance, twelve year hydro testing maintenance and new fire extinguishers will include all costs for travel to and from the locations. No separate trip charges, fuel surcharges, service fees or mileage fees will be paid for travel of any kind.
10. INSTALLATION OF ADDITIONAL UNITS. Installation of an additional extinguisher (where there has never been one before) will be charged at the new extinguisher rate plus "installation" as specified in the a la carte section of the fee schedule.
11. EMERGENCY RATE. In a case where there is an immediate need that needs to be addressed on the same day as the Contractor is notified then an emergency rate can be charged. This charge is specified on the fee schedule.
12. Inspection and service to all commercial hood systems must comply with current NFPA standards. These are serviced twice a year
13. Prices will remain firm and fixed for the life of the agreement, including any renewals.

NOTE: *Delivery quantity restrictions are not permissible. Bids offered which include delivery quantity restrictions will be rejected. The City reserves the right to cancel entire purchase order and/or terminate service contract if not satisfied*

14. A list showing schedules, locations, addresses, and quantities are shown in Table 1
15. All inspections and maintenance services will be completed at the fire extinguisher location whenever possible (Table 1). If an extinguisher has to be removed from its location and returned to the Contractor shop for testing, maintenance, and/or repair, no extra trip charges will be allowed. In accordance with current NFPA Standards, a loaner extinguisher will be left at the site until the City's extinguisher is returned to its site by the Contractor at no additional cost to the City.

Lift Station & Well extinguishers will be brought to their respective offices where the Contractor will perform maintenance on them

[CONTINUED ON THE NEXT PAGE]

Table 1 SCHEDULE, LOCATIONS, AND QUANTITIES:

	NAME	ADDRESS	EXT.	HOOD
MARCH				
	Mid Town Rec Center	925 George W. Engram Blvd.	10	
APRIL				
	US Tennis Association	1 Deuce Ct	7	
MAY				
	Yvonne Scarlett Golden Center	1000 Vine St.	8	
	Ortona Playground	1206 N. Halifax Dr.	2	
	Fire Station 1	301 S Beach Street	12	1
	Fire Station 2	126 Botefur	6	1
	Fire Station 3	945 N Halifax	7	1
	Fire Station 4	1675 Mason Avenue	25	1
	Fire Station 5	627 N Nova Road	11	1
	Fire Station 6	2020 Beville Road	6	1
	Fire Station 7	2545 LPGA Blvd	5	1
SEPTEMBER				
	Waste Water / Central Maint	3651 LPGA Blvd.	113	
OCTOBER				
	City Hall	301 S. Ridgewood Ave.	24	
	Jackie Robinson	115 E. Orange Ave	25	4
	City Island Rec Hall	110 E. Orange Ave.		
	FL. State League Office	106 E. Orange Ave.		
	Peabody	600 Auditorium Blvd.	29	
	Peninsula Club	415 S Peninsula Dr	7	1
	Bandshell & Pier	70 Boardwalk Dr.	14	
	Police Department	129 Valor Blvd.	35	
	Public Works	950 Bellevue Ave.	56	
	PD Sub Station	510 Harvey Ave	5	
	Schnebly Center	1101 N Atlantic Ave	10	1
	Dickerson Center	308 S. Martin Luther King	10	1
	Sunny Land Park	625 Washington St.	4	
	Golf Club	600 Wilder Blvd.	25	1
	Larry Kelly Stadium	3917 LPGA Blvd.	42	4
	Cypress Aquatics	313 School St.	4	
	Bethune Point/Storm Water	1 Shady Place	30	
	Offices on Marion	201, 205, 215, 220, 221, 223, 229 Marion St.	19	
	Water Distribution Bldg.	525 Magnolia St.	9	
	PD / Community Relations	523 Magnolia Ave	?	
	Campbell Aquatic Center	825 Washington Street	9	
	Derbyshire Sports Complex	825 Derbyshire Road	5	

	Enviromental Lab	13 S Atlantic Avenue	5	
NOVEMBER				
	Halifax Harbour Marina	450 Basin St.	82	
	Halifax Harbour Plaza	125 Basin St.	6	
	Derbyshire Sports Complex	825 Derbyshire Rd.	5	

672 19

16. ADDING/DELETEING Buildings may be added or deleted from this Contract as determined by the CITY. Monthly invoices will be adjusted to reflect the changes. Additional facilities will be serviced at the same rates stated in the fee schedule.
17. The Contractor must track when inspections are due on each extinguisher Contractor to call the Department/Division 24 hours in advance to coordinate the scheduled maintenance Contact list will be provided to the awarded Contractor.
18. The Contractor will document on the invoice, the Department/Division name, building or vehicle where the fire extinguisher in question is located, and list the serial # on the invoice. There will be a separate invoice for each building location.
19. The Contractor will inform the department head of any damages before leaving the facility. The Contractor will make repairs immediately to the satisfaction of the department head and at no cost to the City. The City may, however, elect to make the repairs or replacement of damaged property and deduct the cost of such repairs from monies due, or to become due the Contractor.
20. WARRANTY.
 - a. Manufacturer's. The manufacturer will provide a manufacturer's standard warranty for all new items The Contractor will complete and file the manufacturer's warranty at the time of installation and provide a copy to the owner, along with any documentation needed to make the warranty valid.
 - b. Contractor's. The Contractor will warrant all work and materials to be free from defects and failure for a period of one year from the date of completion and final acceptance by the CITY. Should work or materials fail during the warranty period the Contractor agrees to replace said failures at no cost to the CITY and in a timely manner Should the Contractor fail to fulfill the warranty obligations, CITY may use any means necessary to make the work right and charge all costs to the Contractor, who agrees to pay all such costs.

EXHIBIT B:
ITB 0118-0231 : FIRE EXTINGUISHER INSPECTION, MAINTENANCE, AND REPLACEMENT SERVICES
FEE SCHEDULE

		EST. ANNUAL QTY *	UNIT PRICE	EST. ANNUAL COST
DESCRIPTION				
A1	Annual Inspection Certification	650	\$ 3.25	\$ 2,112.50
A2	Hourly Labor Rate / Service Fee	2	\$ 0	\$ 0
A3	Emergency Service / same day	2	\$ 50.00	\$ 100.00
A4	Semi-Annual Hood Inspection	38	\$ 45.00	\$ 1,710.00
RECHARGE MAINTENANCE <i>including parts listed in sec 2.A.6.c</i>				
B1	ABC, 2.5 lb	2	\$ 10.00	\$ 20.00
B2	ABC, 5 lb	49	\$ 10.00	\$ 490.00
B3	ABC, 10 lb	16	\$ 10.00	\$ 160.00
B4	ABC, 20 lb	16	\$ 10.00	\$ 160.00
B5	BC, 2.5 lb	2	\$ 10.00	\$ 20.00
B6	BC, 5 lb	2	\$ 10.00	\$ 20.00
B7	BC, 10 lb	2	\$ 10.00	\$ 20.00
B8	BC, 20 lb	2	\$ 10.00	\$ 20.00
B9	CO2, 2.5 lb	2	\$ 12.00	\$ 20.00
B10	CO2, 5 lb	2	\$ 12.00	\$ 24.00
B11	CO2, 10 lb	7	\$ 12.00	\$ 84.00
B12	CO2, 15 lb	2	\$ 12.00	\$ 24.00
B13	CO2, 20 lb	2	\$ 12.00	\$ 24.00
B14	Halotron, 2.5 lb Clean Agent	2	\$ 17.00	\$ 34.00
B15	Halotron, 5 lb Clean Agent	2	\$ 17.00	\$ 34.00
B16	Halotron, 10 lb Clean Agent	2	\$ 17.00	\$ 34.00
B17	Halotron, 20 lb Clean Agent	2	\$ 17.00	\$ 34.00
B18	Deionized H2O, 2.5 Gal.	2	\$ 17.00	\$ 34.00
B19	Purple K, 2.5 lb	2	\$ 10.00	\$ 20.00
B20	Purple K, 5 lb	2	\$ 10.00	\$ 20.00
B21	Purple K, 10 lb	2	\$ 10.00	\$ 20.00
B22	Purple K, 20 lb	3	\$ 10.00	\$ 30.00
B23	Water Mist, 2.5 lb	2	\$ 0	\$ 0
B24	Water Mist, 5 lb	2	\$ 0	\$ 0
B25	Water Mist, 10 lb	2	\$ 0	\$ 0
B26	Water Mist, 20 lb	2	\$ 0	\$ 0
HYDROSTATIC TESTING <i>including parts listed in sec 2.A.7.c.</i>				
C1	ABC, 2.5 lb	2	\$ 9.00	\$ 18.00
C2	ABC, 5 lb	38	\$ 9.00	\$ 342.00
C3	ABC, 10 lb	17	\$ 9.00	\$ 153.00
C4	ABC, 20 lb	2	\$ 9.00	\$ 18.00
C5	BC, 2.5 lb	2	\$ 9.00	\$ 18.00
C6	BC, 5 lb	2	\$ 9.00	\$ 18.00
C7	BC, 10 lb	2	\$ 9.00	\$ 18.00
C8	BC, 20 lb	2	\$ 9.00	\$ 18.00
C9	CO2, 2.5 lb	2	\$ 9.00	\$ 18.00
C10	CO2, 5 lb	2	\$ 9.00	\$ 18.00
C11	CO2, 10 lb	3	\$ 9.00	\$ 27.00

**ITB 0118-0231 : FIRE EXTINGUISHER INSPECTION, MAINTENANCE, AND REPLACEMENT SERVICES
FEE SCHEDULE**

DESCRIPTION		EST. ANNUAL QTY *	UNIT PRICE	EST. ANNUAL COST
C12	CO2, 15 lb	6	\$ 9.00	\$ 54.00
C13	CO2, 20 lb	15	\$ 9.00	\$ 135.00
C14	Halotron, 2.5 lb Clean Agent	2	\$ 12.00	\$ 24.00
C15	Halotron, 5 lb Clean Agent	2	\$ 12.00	\$ 24.00
C16	Halotron, 10 lb Clean Agent	3	\$ 12.00	\$ 36.00
C17	Halotron, 20 lb Clean Agent	2	\$ 12.00	\$ 24.00
C18	Deionized H2O, 2.5 Gal.	2	\$ 10.00	\$ 20.00
C19	Purple K, 2.5 lb	2	\$ 12.00	\$ 24.00
C20	Purple K, 5 lb	2	\$ 12.00	\$ 24.00
C21	Purple K, 10 lb	2	\$ 12.00	\$ 24.00
C22	Purple K, 20 lb	2	\$ 12.00	\$ 24.00
C23	Water Mist, 2.5 lb	2	\$ 0	\$ 0
C24	Water Mist, 5 lb	2	\$ 0	\$ 0
C25	Water Mist, 10 lb	2	\$ 0	\$ 0
C26	Water Mist, 20 lb	2	\$ 0	\$ 0
REPLACEMENT <i>furnish & install</i>				
D1	ABC, 2.5 lb	2	\$ 26.09	\$ 52.18
D2	ABC, 5 lb	16	\$ 32.99	\$ 527.84
D3	ABC, 10 lb	11	\$ 49.27	\$ 541.97
D4	ABC, 20 lb	2	\$ 90.00	\$ 180.00
D5	BC, 2.5 lb	2	\$ 26.56	\$ 53.12
D6	BC, 5 lb	2	\$ 31.00	\$ 62.00
D7	BC, 10 lb	2	\$ 42.00	\$ 84.00
D8	BC, 20 lb	2	\$ 59.00	\$ 118.00
D9	CO2, 2.5 lb	2	\$ 69.00	\$ 138.00
D10	CO2, 5 lb	2	\$ 0	\$ 0
D11	CO2, 10 lb	2	\$ 109.35	\$ 218.70
D12	CO2, 15 lb	3	\$ 143.87	\$ 431.61
D13	CO2, 20 lb	2	\$ 167.17	\$ 334.34
D14	Halotron, 2.5 lb Clean Agent	2	\$ 280.00	\$ 560.00
D15	Halotron, 5 lb Clean Agent	3	\$ 0	\$ 0
D16	Halotron, 10 lb Clean Agent	2	\$ 120.00	\$ 240.00
D17	Halotron, 20 lb Clean Agent	2	\$ 150.00	\$ 300.00
D18	Deionized H2O, 2.5 Gal.	4	\$ 295.00	\$ 1180.00
D19	Purple K, 2.5 lb	2	\$ 0	\$ 0
D20	Purple K, 5 lb	2	\$ 65.00	\$ 130.00
D21	Purple K, 10 lb	2	\$ 72.00	\$ 144.00
D22	Purple K, 20 lb	2	\$ 98.00	\$ 196.00
D23	Water Mist, 2.5 lb	2	\$ 150.00	\$ 300.00
D24	Water Mist, 5 lb	2	\$ 0	\$ 0
D25	Water Mist, 10 lb	2	\$ 0	\$ 0
D26	Water Mist, 20 lb	2	\$ 0	\$ 0

ITB 0118-0231 : FIRE EXTINGUISHER INSPECTION, MAINTENANCE, AND REPLACEMENT SERVICES
FEE SCHEDULE

DESCRIPTION		EST. ANNUAL QTY *	UNIT PRICE	EST. ANNUAL COST
A LA CARTE <i>furnish & install</i>				
E1	Ansul Cartridge	2	\$ 120.00	\$ 240.00
E2	Cable, <i>per foot</i>	25	\$ 10.00	\$ 250.00
E3	Cartridge, Pyrochem	5	\$ 10.00	\$ 50.00
E4	CATO Cabinet cover	5	\$ 10.00	\$ 50.00
E5	CATO Cabinet frame, 5 lb	7	\$ 15.00	\$ 105.00
E6	CATO cabinet hammers	10	\$ 8.00	\$ 80.00
E7	CATO Cabinet panels, 5 lb	24	\$ 5.00	\$ 120.00
E8	CATO Cabinets, 5 lb	2	\$ 29.00	\$ 58.00
E9	CATO Cabinets, 10 lb	2	\$ 32.00	\$ 64.00
E10	CATO Cabinets, 20 lb	4	\$ 75.00	\$ 300.00
E11	CO2 Refill	30	\$ 3.50	\$ 105.00
E12	Dry Chemical (<i>per pound</i>) <i>additional, over 6 & 12 yr maint.</i>	79	\$ 0	\$ 0
E13	Installation: (additional location or relocation of extinguisher, cabinet, frame, or panel.) not to remove old and put up new in same location	12	\$ 5.00	\$ 120.00
E14	Nozzle cap	11	\$ 0	\$ 0
E15	O-ring, CO2	25	\$ 0	\$ 0
E16	O-ring, Extinguisher	14	\$ 0	\$ 0
E17	Locking Pins	5	\$ 0	\$ 0
E18	Rebuild Extinguisher	2	\$ 0	\$ 0
E19	Remote Pull Break Rods	3	\$ 4.00	\$ 12.00
E20	Reposition pull station	2	\$ 25.00	\$ 50.00
E21	Truck Mounts, 10 lb	2	\$ 46.75	\$ 93.50
E22	Valve stems	7	\$ N/C	\$ N/C
E23	Discount off list price of all other parts (see SI 3, page SI 1 for calculation)	\$1,000	25% %	\$ 750.00
ANNUAL TOTAL				\$14,586.76

* quantities stated as an estimate for bidding purposes only. No guarantee is given or implied as to quantities that will actually be required during the contract period.

Company Name:	Master Protection LP D/B/A Firemaster
Contact Person:	Michele Tipton
Phone:	813-310-8685
Email:	mitipton@firemaster-mpc.com

Composite Exhibit C is not attached. It will be kept on file in the Office of the City Clerk.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2018

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 Marsh USA Inc 411 E Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 Attn: JCI Certrequest@marsh.com CN101230596--5-17-18*	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Johnson Controls, Inc Tyco International Holding S a r l SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: ACE Property and Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 24147 20699

COVERAGES

CERTIFICATE NUMBER:

CHI-008906399-01

REVISION NUMBER: 1

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 <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MWZY 310897	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB310896 (Excludes New Hamp) MWTB310898 (Primary NH \$250k) MWTB310899 (Excess NH \$7 25mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2017 10/01/2017 10/01/2017	10/01/2018 10/01/2018 10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G28162509 002	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<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	MWC 310893 00 (AOS - see page 2) MWXS 310894 (OH & WA)	10/01/2017 10/01/2017	10/01/2018 10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 5,000,000 E L DISEASE - EA EMPLOYEE \$ 5,000,000 E L DISEASE - POLICY LIMIT \$ 5,000,000

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

The City of Daytona Beach is included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER

CANCELLATION

The City of Daytona Beach
950 Bellevue Avenue
Daytona Beach, FL 32114

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
of Marsh USA Inc

Manashi Mukherjee

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc		NAMED INSURED Johnson Controls, Inc Tyco International Holding S a r l SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE.	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

WORKERS COMPENSATION

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV

PRIMARY COVERAGE

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract For General Liability, this applies to both ongoing and completed operations

WAIVER OF SUBROGATION

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract

ADDITIONAL INSURED - AUTOMOBILE LIABILITY

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract

ADDITIONAL INSURED - GENERAL LIABILITY

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations

LIMIT OF LIABILITY

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less If there is no contract then the Liability Limit is limited to \$1,000,000

UMBRELLA/EXCESS LIABILITY

If the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements

NAMED INSURED

Insureds include Air Distribution Technologies IP, LLC, Air System Components, Inc, Carter Brothers, LLC, CEM Access Systems, Inc, Central CPVC Corporation, Central Sprinkler LLC, Chagrin H Q Venture Ltd, Chemguard, Inc, Connect 24 Wireless Communications Inc, Digital Security Controls, Inc, Eastern Sheet Metal, Inc, Elpas, Inc, Exacq Technologies, Inc, FBN Transportation, Inc, Grinnell LLC, Hart & Cooley Trucking Company, Hart & Cooley, Inc, Haz-Tank Fabricators, Inc, IMECO LLC, Integrated Systems and Power, Inc, Interstate Battery System International, Inc, Johnson Controls (Suisse) SA, Johnson Controls Advanced Power Solutions, LLC, Johnson Controls Air Conditioning and Refrigeration, Inc, Johnson Controls APS Production, Inc, Johnson Controls Battery Group, Inc, Johnson Controls Building Automation Systems, LLC, Johnson Controls Engineering, LLC, Johnson Controls Federal Systems, Inc, Johnson Controls Federal Systems/Versar, LLC, Johnson Controls Fire Protection LP, Johnson Controls Foundation, Inc, Johnson Controls Government Systems LLC, Johnson Controls Navy Systems, LLC, Johnson Controls Security Solutions LLC, Koch Filter Corporation, Master Protection LP d/b/a FireMaster, Qolsys, Inc, Retail Expert, Inc, Ruskin Company, Ruskin Rooftop Systems, Inc, Ruskin Service Company, Selkirk Corporation, Senelco Ikena, Inc, Sensormatic Asia/Pacific, Inc, Sensormatic Electronics (Puerto Rico) LLC, Sensormatic Electronics, LLC, Sensormatic International, Inc, ShopperTrak International Investment LLC, ShopperTrak RCT Corporation, Shurjoint America, Inc, Tyco Cares Foundation, Tyco Fire & Security LLC, Tyco Fire Products LP, Tyco Integrated Security LLC, Tyco International Management Company, LLC, Visonic Inc, WillFire HC, LLC, York International (SA), Inc, and York International Corporation

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls, Inc , Tyco International Holding S a r l			Endorsement Number
Policy Prefix MWZY	Policy Number 310897	Policy Period 10/01/17 to 10/01/18	Effective Date of Endorsement 10/01/2017
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured

Location(s) Of Covered Operations:

As required by contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

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

This insurance does not apply to "bodily injury" or "property damage" occurring after

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

GL 289 001 1012

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls, Inc , Tyco International Holding S a r l			Endorsement Number
Policy Prefix MWZY	Policy Number 310897	Policy Period 10/01/17- to 10/01/18	Effective Date of Endorsement 10/01/2017
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured

Location And Description Of Completed Operations:

As required by contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"



CITY OF DAYTONA BEACH

RISK MANAGEMENT DIVISION

P. O. Box 2451

Daytona Beach, FL 32115

Phone: (386) 671-8222

Fax: (386) 671-3257

Memorandum

To: Letitia LaMagna, City Clerk
From: Bob Flaniken, Sr. Account Clerk *BF*
Date: February 8, 2018
Re: Contract ITB 0118 – 0231

Attached is a copy of Contract 0118 – 0231 with Master Protection, LP d/b/a Firemaster. (Fire extinguisher inspection and replacement). I have reviewed the evidence of insurance submitted with the contract, and I find it to be satisfactory.

Attachments