### FENCING AGREEMENT

THIS AGREEMENT is made and entered by and between The City of Daytona Beach, Florida (the "CITY"), and <u>Sterling Enterprises</u>, <u>LLC.</u>, a Florida Limited Liability Company ("CONTRACTOR").

WHEREAS, CONTRACTOR is currently under written contract with Volusia County (19-B-116KT), to provide materials and install Fencing, under terms and conditions specified therein; and

WHEREAS, the CITY is in need of Fencing; and

WHEREAS, the CITY desires to have CONTRACTOR perform such services, subject to the terms and conditions of the above-referenced Contract with the specific exceptions noted herein, in general accordance with CONTRACTOR's contract with Volusia County referenced above; and

WHEREAS, CONTRACTOR is willing to perform the Fencing under such terms and conditions.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

1. Scope of Service. CONTRACTOR will provide and install fencing. The work is more fully described in the written contract between CONTRACTOR and Volusia County (hereinafter the Fencing "Contract"), attached hereto and incorporated herein by reference as Exhibit A.

2. Contract Term/Renewal. The Initial Term of this Agreement will commence on the Effective Date (which is the date last signed below) and end on 9/30/2022. The CITY will have the option to renew this Agreement for up to 2 terms of 1 year each by giving CONTRACTOR written notice. Such notice must be provided at least 60 days prior to the end of the Initial Term unless waived by CONTRACTOR.

3. Services Must Be Authorized in Writing. This Contract, in and of itself, does not require the CONTRACTOR to perform any services or obligate the CITY to pay for any services rendered. No services will be provided under this Contract, and no payment obligation will arise for performance of services, except when specifically authorized by work authorization issued in accordance with the CITY's procurement policies. A work authorization may consist of a contract document signed by both the CITY and CONTRACTOR; or it may consist of CONTRACTOR's written quotation/proposal, identifying the work to be performed and the unit prices for such work, and the CITY's written acceptance of such quotation or proposal. No work authorization may alter the terms and conditions of this Contract. In case of a conflict with a work authorization this Contract will govern. The work authorization may provide more detailed parameters for the services to be provided, such as deliverables, deadlines, etc, consistent with the provisions of this Contract.

No claim for services furnished by the CONTRACTOR not specifically provided for herein will be honored by the CITY.

If CONTRACTOR is providing services under a work authorization at the time that this Contract expires or terminates for any reason other than CONTRACTOR's material breach, CONTRACTOR will continue to provide such services unless and until the CITY provides CONTRACTOR a notice suspending or terminating such services. If CONTRACTOR is providing services under an open work authorization at the time that the CITY terminates this Contract due to CONTRACTOR's material breach, CONTRACTOR will immediately cease performing all services unless the notice of termination specifically provides otherwise.

4. **Payment and Billing.** Payment will be based on the unit prices set forth in the Fencing Contract. attached hereto and incorporated herein by reference as Exhibit B.

5. Incorporation of Contract; Exceptions. All other terms and conditions of the Fencing Contract will apply to this Agreement, except to where such terms and conditions conflict with the provisions herein. These exceptions to the terms and conditions include the following:

(a) All references to "Supplier," "Vendor," "Contractor," and similar terms in the Volusia County Contract will be deemed to refer to CONTRACTOR.

(b) All references within the fencing Contract to specific names or titles of officers/departments/divisions, or to specific locations (such as for delivery of goods, receipt of CONTRACTOR invoicing, etc.), not specifically corrected in this Agreement, will be deemed to refer to the equivalent CITY officers/departments/divisions, and CITY locations, as hereafter designated by the CITY's Designated Representative.

(c) The person identified below for receipt of notices to the CITY or his or her designee will be the CITY's Designated Representative in all matters arising under this Agreement, except as specifically provided otherwise in this Agreement.

(d) CITY shall provide CONTRACTOR a copy of CITY's sales tax exempt certificate.

(e) CITY does not have a debarment/suspension requirement or procedure as referenced in the part of the Volusia County Contract titled "Fencing" All references to debarment, suspension, or termination as referenced in said part of the Fencing Contract are hereby waived. Such waiver does not alter or diminish CITY's right to suspend or terminate CONTRACTOR as provided below.

6. Standard of Performance. In addition to any standards of performance or warranties set forth in the Volusia County Contract, CONTRACTOR affirms that 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.

## 7. Public Records.

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida's Public Records Law, ch. 119, Florida Statutes, 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 Agreement, or, if this is a Contract for a specified Term, through the expiration of the Term; and following such completion or expiration, as applicable, if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of the work, or, if this is a Contract for a specified Term, upon expiration of the Term, 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 AGREEMENT, 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).

8. Notices. All notices, requests, demands and other communications required under this Agreement will be in writing and deemed delivered if delivered in person, by telefax, by overnight courier or by certified or registered mail:

If to City, to: Frank Van Pelt Technical Services Director Daytona Beach Public Works 950 Bellevue Avenue #600 Daytona Beach, FL 32114 Fax: (386) 671-8620

If to CONTRACTOR,	to:
-------------------	-----

PUBUX 714 Lake Helen FL 32744

Sterling Enterprises, L.L.C.
Name and Title
230 N Summit Ave
Street Address, no PO Box
Lake Helen FL 32744
City, State, Zip
Fax: 386-228-2021

# 9. Termination.

(a) The CITY may by written notice to CONTRACTOR terminate this Agreement, 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 CONSULANT at least 30 day's advance notice of termination. This Agreement 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 Agreement 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 Agreement, 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 the CITY or 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 Agreement.

10. 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.

11. 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 Agreement. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

12. 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 Agreement.

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 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 shall 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 shall be used to provide such Additional Insured status.

(3) **Contractors Pollution Liability** in the amount of \$1,000,000 Per Loss, \$2,000,000 Annual Aggregate. Such coverage will include bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations of the contractor. The City of Daytona Beach shall be named as additional insured. Coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a three year reporting option beyond the Annual expiration date of the policy.)

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(b) *Proof of Insurance*. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Agreement. 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 or replace the canceled policy at CONTRACTOR's expense of CONTRACTOR fails to do so.

(d) *Termination of Insurance*. CONTRACTOR may not cancel the insurance required by this Agreement 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 Agreement 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 Agreement will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Agreement 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 Agreement.

13. Disputes. If a dispute exists concerning this Agreement, 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 above proves unsuccessful or the Parties mutually waive the 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 Agreement 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.

14. Additional Provisions. The following additional provisions apply:

(f) CONTRACTOR will comply with the terms and conditions of any and all federal, state and local permits, which may be required for the work to be performed. The CITY will be responsible for obtaining all other permits at the CITY's cost.

(g) CONTRACTOR will not assign, transfer, delegate or in any other manner dispose of its rights, privileges or obligations under this Agreement, without the written consent of the CITY.

(h) This Agreement 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 Agreement and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Agreement. 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 Agreement; 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) The exclusive venue for any litigation arising out of this Agreement will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) 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 AGREEMENT, 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.

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

(i) 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 Agreement 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.

(j) This Agreement 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.

Remainder of the page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below.

# THE CITY

# **CONTRACTOR**

By: By: Derrick L. Henry, Mayor

Attest:

Letitia LaMagna, City Clerk

Date: 1 - 3 - 3

n Wilking Printéd Name: Title:

Date:

Approved as to legal form:

By: Robert Jagger City Attorney

# EXHIBIT A

### 1.1 Scope of Work

A. The Contractor shall furnish all labor, materials, equipment, and supervision necessary to construct fencing and all other accessories, in accordance with specifications, drawings, and requirements provided by the County.

B. The Contractor shall be required to secure underground locates where required before beginning any project and any damage to underground utilities will be the responsibility of the contractor.

C. Total bid price shall include all materials, labor, supervision, equipment, freight and insurance required for installation of fencing as per specifications and requirements. Any permits required for any project in accordance with this invitation to bid shall be the responsibility of the vendor/contractor to obtain.

D. The Contractor shall schedule any and all inspections required.

E. Warranty: All work performed by the Contractor, under the resulting Agreement, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The Contractor shall promptly correct work rejected by the County Project Manager as failing to conform to the requirements of the scope of work for each project. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the County Project Manager determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor at no additional expense to the County, and may result in termination of the contract for default.

1. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place. Said warranty shall be fully transferable to the County.

2. Any damages to County property caused by the Contractor's personnel while performing work under the contract, shall be fully repaired or replaced at the Contractor's expense.

F. Inspections: The County Project Manager, or a designee, shall inspect all work performed under the contract. Any inspection by the County shall not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

G. Clean up: The Contractor shall be responsible for removing all debris from the site, cleaning the affected areas and disposing of all debris. The Contractor shall keep the site free of debris and unusable materials resulting from their work on a daily basis, or upon request by the County's Project Manager or designee. The Contractor shall leave or restore all affected areas as they were prior to beginning work.

H. Protection of County Property: The Contractor shall take care to perform services in such a manner that it does not damage County property. In the event that such damage occurs, the Contractor shall replace or repair the same, at no additional cost to the County. If the damage caused by the Contractor has to be repaired or property replaced by the County, the cost of such repairs or replacement shall be deducted from the Contractor's invoice.

I. Protection of Equipment and Materials: It shall be the sole responsibility of the Contractor to safeguard their own materials, tools, and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the County's Project Manager or designee regarding any needed storage of materials, parts and/or equipment. Such storage shall be done in such a manner as not to interfere with the County's daily operations. The County does not accept responsibility for losses of material or equipment or damage to same regardless of approval to store in any of the County's facilities or grounds.

J. All materials and installation requirements shall meet Florida Chapter International Fence Industry Association's Florida Fencing standards.

K. All materials furnished by vendor shall be free of wear, dents, rust corrosion, breaks, bends, cracks and all other defects.

L. The Contractor shall work directly with County Project Manager, or designee, for each individual project performed in accordance with this Invitation to Bid.

M. Completion of new installation shall be within three (3) weeks of permit and/or notice-to-proceed being issued. Repair work shall begin within 48 hours of notification and be completed within two (2) weeks. Special circumstances shall be handled on an individual basis with the County Project Manager.

N. Daytona Beach International Airport (DAB)

1. When necessary, the Contractor shall respond within three (3) hours due to the nature of fencing needs at DAB. The Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) have mandated strict standards for enforcement if a breach should occur.

2. Emergency responses shall be required twenty-four (24) hours a day, 365 days a year, regardless of weather conditions.

a. Should severe or hazardous weather pose an immediate threat to the Contractor's staff, employees, personnel, or Sub Contractors, they shall be on stand-by with all necessary materials for repair to respond once the severe or hazardous weather has passed.

b. No work shall be performed under the following conditions:

i. Lighting within five (5) miles of the work location;

- ii. Winds exceeding 35 kts (knots) / 40 Miles per hour (mph);
- iii. A declared severe thunderstorm warning;
- iv. A declared tornado watch or warning;
- v. A declared hurricane warning

O. When necessary, the Contractor shall respond within three (3) hours to any departments or divisions requiring emergency response. The Contractor shall have on hand all parts and supplies necessary to make needed repairs.

P. Contractor(s) shall carry a complete inventory of parts available for purchase. There will be occasions when it is deemed in our best interest to have County employees perform repairs.

Q. Permitting fees shall not be included in the bid prices. The Contractor shall be responsible for obtaining any required permits and will be allowed to add the cost of any permits to their invoice. Documentation of the price of the permit shall be submitted with the invoice.

### **1.2 Technical Specifications**

### A. Chain Link Fencing Requirements

1. Concrete shall be 2500 PSI compressive strength at twenty eight (28) days, using <sup>3</sup>/<sub>4</sub>" maximum size aggregate. Concrete shall conform to the requirements of ASTM C94 except that site mixed concrete 2000 PSI will be acceptable. Grout shall consist of one part Portland cement to three parts clean, well-graded sand and the minimum amount of water required to produce a workable mix.

2. Chain link fabric shall be nine (9) gauge steel wire, two (2") inch mesh, with both top and bottom selvages knuckled. Furnish one-piece fabric widths for fencing up to twelve (12') feet high. Fabric shall be galvanized, ASTM A3902, Class I, with not less than 1.2 oz. zinc per square foot of surface.

3. Pipe framework shall be standard weight (ASTM A120, Schedule 40 and Federal Specification RR-F-191/3), "hot dipped" galvanized steel pipe, internally and externally, with not less than 1.6 oz. zinc per square foot of surface.

4. End, corner and pull post shall be a minimum of 2.375 O.D. steel pipe 3.65 lbs. per linear foot. All backstop uprights shall be 2.875" O.D. steel pipe, 5.79 lbs. per linear foot.

5. Lie post shall be a minimum of 1.900" O.D. steel pipe, 2.72 lbs. per linear foot.

6. Gate posts shall be 2.875 O.D. steel pipe, 5.79 lbs. per linear foot for leaf widths up to 6 feet and 4.000" steel pipe, 9.11 lbs. per linear foot for leaf widths over 6 feet and less than 13 feet. 7. Top, mid and bottom rails shall be 1.66" O.D. steel pipe, 2.27 lbs. per linear foot.

### 8. Accessories

a. Post tops and loop caps shall be galvanized pressed steel tops or heavy malleable iron with not less than 1.2 oz. zinc per square foot of surface. The base of top shall extend not less than two (2") inches below the tops of the posts and shall exclude moisture. Loop caps shall be provided with hole suitable for the through passage of the top rail.

b. Tension wire shall be seven (7) gauge coated coil spring metal wire, finished to match fabric and located at bottom of all fabric except at backstop.

c. Wire ties shall be gauge soft annealed galvanized steel or nine (9) gauge aluminum wire attached to top, mid or bottom rails twenty four (24") inches O.C. and to line posts not more than fifteen (15") inches O.C.

d. Wire ties for attaching fabric to tension wire shall be twelve (12) gauge annealed galvanized steel or aluminum wire at twenty-four (24") inches O.C.

e. Stretcher bars shall be one piece lengths equal to full height of fabric with a minimum cross section of 3/16" x 5/8". Provide one stretcher bar for each gate and end post, and two for each corner and pull posts.

f. Stretcher bar bands shall be pressed steel or malleable iron, fourteen (14) gauge spaced not over fifteen (15") inches O.C. with top and bottom being as close to the end of the stretcher bar as possible.

### 9. Gates

a. Framework for all gates shall be galvanized steel of the sizes as indicated on the drawings and the finish shall match the fence frame. Gates shall be assembled by welding or with special fittings and rivets for rigid connections.

b. Fabric shall be same as for fence and attached with stretcher bars at vertical edges. Attach stretcher bars to gate frame at no more than fifteen (15") O.C. Install diagonal cross bracing consisting of 3/8" O.D. adjustable length truss rod on gates over 6 feet wide to ensure frame rigidity without sag or twist.

c. Gate hardware: provide hardware and accessories for each gate, galvanized per ASTM A153, and in accordance with the following:

i. Hinges: size and material to suit gate size, non-liftoff type, offset to permit 180° gate opening

ii. Fabric: shall be of the same material specified for the fence

iii. Track rail: shall meet or exceed 1 5/8" O.D. ASTM 120 Schedule 40 galvanized pipe sufficiently long enough to provide for full opening capacity

iv. Gate rollers & axles: shall be constructed of pressed steel sized to provide smooth and definite contact with track

v. Trolley: each leaf shall be supported on the leading edge with a double wheel trolley constructed of heavy duty rubber wheels adjustable with roller bearings

vi. Track clamps: shall be constructed of pressed steel, sized to receive 1 5/8" O.D. track (two per each support post)

vii. Support posts: shall be 2.375" O.D. at 3.65 lbs. per linear foot on 7'0" centers, maximum

viii. Barbed wire: shall be provided upon request

ix. NOTE: All corners shall be notched, welded and treated with zinc base compound or malleable fittings to be used.

10. Roll or Slide Gate

a. THRU 20' -0 SINGLE LEAF

b. Frame: All pipe members shall be of 1 5/8" O.D. pipe SS20 or approved equal galvanized weight 1.775# per linear foot. The frame shall be braced or trussed to prevent sag.

c. Fabric: Shall be of the same material specified for the fence.

d. Track rail: shall be of 1 5/8" o.d. ASTM 120 Schedule 40 galvanized pipe sufficiently long enough to provide for full opening capacity.

e. Gate rollers & axels: shall be constructed of pressed steel sized to provide smooth and definite contact with track.

f. Trolley: each leaf shall be supported on the leading edge with a double wheel trolley constructed of heavy-duty rubber tired wheels adjustable with roller bearings.

g. Track clamps: shall be constructed of pressed steel sized to receive 1 5/8" O.D. track – two per each support post.

h. Support posts: shall be 2 1/2" O.D. post set on 7'-0 centers, maximum (2.375) or approved equal.

i. Corners shall be notched, welded, and treated with a zinc base compound or malleable fittings to be used.

11. Installation of chain link fencing specifications:

a. Contractor shall not begin installation and erection before final grading is completed, unless otherwise permitted.

b. Contractor shall drill or hand excavate (using post hole digger) holes for posts to diameters and spacing indicated, in firm, undisturbed or compacted soil.

c. Contractor shall place concrete around posts in a continuous pour and shall tamp for consolidation. Contractor shall check each post for vertical and top alignment. Contractor shall trowel finish tops of footing, and slope or form a minimum of 24 hours before attaching framework and 72 hours before any other work is completed.

d. Contractor shall run top rail continuously through post caps, bending to radius for curved runs. Contractor shall provide expansion couplings as recommended by fencing manufacturer.

e. Contractor shall provide center rails where indicated. Contractor shall install in one piece between posts and flush with post fabric side, using special offset fittings where necessary.

f. Contractor shall install braces so posts are plumb when diagonal rod is under proper tension.

g. Contractor shall fasten fabric to tension wire using 12 gauge galvanized steel hog rings spaced twenty-four (24") inches O.C.

h. Contractor shall leave approximately 1" between finish grade and bottom selvage, unless otherwise indicated. Contractor shall pull fabric taut and tie to posts, rails and tension wires. Contractor shall install fabric on the ball field side of fence, except at the outfield radius, and anchor to framework so that fabric remains in tension after pulling force is released.

i. Contractor shall thread through or clamp stretcher bars to fabric four (4") O.C. and secure to posts, rails, and tension wires.

j. Contractor shall install gates plumb, level and secure for full opening without interference. Contractor shall install ground-set items in concrete for anchorage. Contractor shall adjust hardware for smooth operation and lubricate where necessary.

k. Contractor shall use U-shaped tie wires, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two (2) full turns. Contractor shall bend ends of wire to minimize hazard to persons or clothing. Contractor shall tie fabric to rails and braces, with wire ties spaced 24" O.C. Contractor shall tie fabric to tension wires, with hog rings spaced 24" O.C.

I. Contractor shall install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Contractor shall peen ends of bolts or score threads to prevent removal of nuts.

m. All waste fencing materials and other foreign matter shall be cleared from the site and all areas left neat and clean.

n. All intermediate line posts shall not exceed ten (10') feet apart, plumb, in line and placed in a vertical position. All posts shall be set in concrete, six (6") inches in diameter hole with a hole depth of twenty one (21") inches.

o. All end, corner, and gateposts shall be set plumb and placed in a vertical position. Posts are to be set in concrete four (4x) times the diameter of the post to a hole depth of thirty three (33") inches. Any change in direction of fifteen (15°) degrees at corner post shall be set, to change the direction with an independent stretch.

p. Concrete shall be 2500 PSI (unless otherwise stated) for posts. Post may protrude three (3") inches below the base of the concrete to allow dissipation of condensation.

q. The diameter of holes for posts shall be four times (4x) the pole outside diameter.

r. Fence height of eight (8') feet and ten (10') feet shall have line posts of two and one half ( $2 \frac{1}{2}$ ") inches. Corner and terminal posts shall have three (3") inches diameter.

AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

	AS LATE.		1	
Volusia	County	Fence Direct 9867 S Orange Blossom Trail Orlando, FL	Hill's Fencing 915 E Ohio Ave Lake Helen, FL	Sterling Enterprises PO Box 714 Lake Helen, FL
		Su	ibtotals from sections listed belo	W
y	9 Gauge Galvanized	\$32,309.00	\$25,018.93	\$26,250.60
Chain Link	11 1/2 Gauge Galvanized	\$22,554.00	\$24,364.94	\$20,648.60
	9 Gauge Vinyl	\$32,079.00	\$33,726.09	\$24,069.55
PVC		\$7,345.00	\$19,387.74	\$16,231.70
Other Fencing	Field & Barbed Wire	\$92.00 *	\$1,190.08	\$973.66
her Fenci	Split Rail, Wood, Vinyl	\$208.00	\$211.54	\$519.70
Ō	Silt and Safety	\$111.00	No Bid	No Bid
Timber		\$2,797.00	\$4,055.00	\$3,899.00
Trex		\$84.10	\$267.84	\$1,216.08
Gates		No Bid	\$22,689.46	\$32,731.50

\* All items not bid on

Bid Closed: 08.28.19 at 3:00 pm

Bid Opened By: John Duckworth and Kendrick Thomas

Bid Tabulated By: Kendrick Thomas

Recommendation of Award: Fence Direct,

Hill's Fencing, Sterling Enterprises

Recommendation of Award Posted: 09.10.19

Reviewed by: Jeaniene Jennings, CPPB, CPPO

Targeted Council Date: October 1, 2019 ENCING PIGGYBACK CONTRACT - Structore Inferences and Contracts Page 17 of 28

commendation of Award	f Award						Ch	Chain Link							
		F	Fence Direct	t			H	Hill's Fencing	50			Sterli	<b>Sterling Enterprises</b>	rises	
		9867 S OI	9867 S Orange Blossom Trail	som Trail			316	915 E Ohio Ave	ve			<u> </u>	PO Box 714	_ 7	
Vendor Name			Urlando, FL				, La	Lake Helen, FL	رال الل			La	Lake Helen, FL	<sup>t</sup> L	
			•1	9 Gauge G	9 Gauge Galvanized Chain Link Fencing, Fencing Materials, and Accessories	bain Link	Fencing, I	Hencing Mi	aterials, an	d Accessor	les				
ncing Per Foot	4' High	6' High	7' High	8' High	10' High	4' High	6' High	7" High	8' High	10' High	4' High	6' High	7' High	8' High	10' High
cing with Top Rail	\$13.00	\$14.00	\$15.00	\$16.00	\$18.00	\$12.96	\$16.28	\$17.00	\$18.50	\$24.00	\$12.50	\$14.50	\$17.00	\$17.50	\$24.00
cing without Top	\$13.00	\$14.00	\$15.00	\$16.00	\$18.00	\$9.66	\$12.96	\$16.76	\$17.00	\$21.00	\$11.50	\$13.50	\$16.00	\$16.50	\$23.00
cing with Top re	\$13.00	\$14.00	\$15.00	\$16.00	\$18.00	\$10.03	\$13.24	\$16.86	\$17.56	\$22.00	\$11.85	\$13.85	\$16.35	\$16.85	\$23.35
cing witout Top re	\$13.00	\$14.00	\$15.00	\$16.00	\$18.00	\$9.66	\$12.96	\$16.76	\$17.00	\$21.00	\$11.50	\$13.50	\$16.00	\$16.50	\$23.00
noval of Existing cing	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$1.00	\$1.25	\$1.25	\$1.50	\$2.00	\$1.00	\$1.00	\$1.00	\$1.50	\$1.50
tall Corner Post, h	\$75.00	\$80.00	\$90.00	\$120.00	\$150.00	\$85.09	\$124.00	\$130.00	\$190.00	\$240.00	\$85.00	\$120.00	\$130.00	\$180.00	\$210.00
tall End Post, Each	\$50.00	\$60.00	\$75.00	\$100.00	\$125.00	\$76.32	\$114.70	\$125.00	\$180.00	\$210.00	\$80.00	\$110.00	\$110.00	\$200.00	\$200.00
ee (3) Stand Barb re	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	06.0\$	\$1.25	\$1.30	\$1.40	\$2.00	\$0.25	\$1.25	\$1.45	\$1.45	\$1.45
ır (4) Foot Wide Ik Gate	\$250.00	\$300.00	\$400.00	\$500.00	\$600.00	\$248.07	\$295.00	\$300.00	\$360.00	\$410.00	\$200.00	\$275.00	\$305.00	\$350.00	\$400.00
1 (10) Foot Double ve Gates	\$600.00	\$700.00	\$800.00	\$900.00	\$1,000.00	\$489.39	\$578.32	\$594.00	\$609.00	\$648.00	\$500.00	\$550.00	\$550.00	\$600.00	\$600.00
elve (12) Foot uble Drive Gates	\$600.00	\$700.00	\$800.00	\$900.00	\$1,000.00	\$542.00	\$650.00	\$685.00	\$695.00	\$725.00	\$550.00	\$600.00	\$600.00	\$650.00	\$850.00
elve (12) Foot de Roll Gate	\$700.00	\$800.00	\$900.00	\$1,000.00	\$1,200.00	\$755.00	\$892.00	\$897.00	\$957.00	\$1,105.00	\$900.00	\$950.00	\$1,000.00	\$1,100.00	\$1,400.00
enty (20) Foot de Roll Gate	\$1,200.00	\$1,500.00	\$1,700.00	\$1,700.00 \$2,000.00	\$2,300.00	\$944.00	\$1,220.00	\$1,235.00	\$1,290.00		\$1,500.00 \$1,100.00	\$1,350.00	\$1,405.00	\$1,250.00 \$1,500.00	\$1,500.00
enty (20) Foot de Swing Gate	\$1,000.00	\$1,000.00 \$1.200.00 \$1.500.00 \$2,000.00 \$2,000	\$1,500.00	\$2,000.00	\$2,000.00	\$794.00	\$877.00	\$888.00	\$948.00	\$1,076.00	\$750.00	\$1,000.00	\$1,000.00 \$1,000.00 \$1,000.00 \$1,200.00	\$1,000.00	\$1,200.00
ection Subtotal			\$32,309.00	_				\$25,018.93					\$26,250.60		

# FENCING PIGGYBACK CONTRACT - STERLING ENTERPRISES Page 18 of 28

ecommendation of Award	Award						Ch	Chain Link							
	3	F 9867 S O1	Fence Direct 9867 S Orange Blossom Trail	t som Trail			HI 915	Hill's Fencing 915 E Ohio Ave	le Ve			Sterli P	Sterling Enterprises PO Box 714	ises	
Vendor Name		C	Orlando, FL				La	Lake Helen, FL	L L			La	Lake Helen, FL	F	
			11	11 1/2 Gauge Galva	Galvanized	l Chain Li	nk Fencing	inized Chain Link Fencing, Fencing Materials, and Accessories.	Materials, 1	and Access	ories	. · L		H	
encing Per Foot	4'High	🌾 6'-High 🔤	26. <b>7' «High</b> -g	₹.8%High≚ <sub>3</sub>	e.8'Highés 240'Highes 24'Highes 2.6'High 8	284' High		~??",High:\\$!!\$8"High:\\$ \\$10\High\\$ \\$#!E	s'High	10%High	44 High	©65 High™	P.T.Highes	. NgtH.''8'	s 10' High
encing with Top Rail	\$11.00	\$12.00	\$13.00	\$14.00	\$16.00	\$11.96	\$15.03	\$16.00	\$17.00	\$22.00	\$9.50	\$10.50	\$15.00	\$15.50	\$20.00
encing without Top	\$11.00	\$12.00	\$13.00	\$14.00	\$16.00	\$9.16	\$11.96	\$15.76	\$16.00	\$20.00	\$8.00	\$9.00	\$13.00	\$13.50	\$19.00
encing with Top Vire	\$11.00	\$12.00	\$13.00	\$14.00	\$16.00	\$9.66	\$12.24	\$15.86	\$16.56	\$21.00	\$8.25	\$9.50	\$13.25	\$13.75	\$19.00
encing witout Top Vire	\$11.00	\$12.00	\$13.00	\$14.00	\$16.00	\$9.16	\$11.96	\$15.76	\$16.00	\$20.00	\$8.00	\$9.00	\$13.00	\$13.50	\$19.00
emoval of Existing	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$1.00	\$1.25	\$1.25	\$1.50	\$2.00	\$0.50	\$0.50	\$0.50	\$1.00	\$1.00
nstall Corner Post, ach	\$50.00	\$60.00	\$75.00	\$90.00	\$100.00	\$85.00	\$124.00	\$130.00	\$190.00	\$240.00	\$55.00	\$75.00	\$95.00	\$115.00	\$145.00
ucu nstall End Post Each	\$40.00	\$45.00	\$60.00	\$75.00	\$90.00	\$76.32	\$114.70	\$125.00	\$180.00	\$210.00	\$50.00	\$70.00	\$90.00	\$110.00	\$140.00
Three (3) Stand Barb	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$0.90	\$1.25	\$1.30	\$1.40	\$2.00	\$0.25	\$1.25	\$1.45	\$1.45	\$1.45
our (4) Foot Wide Walk Gate	\$125.00	\$150.00	\$200.00	\$200.00	\$250.00	\$244.00	\$280.00	\$295.00	\$355.00	\$405.00	\$200.00	\$265.00	\$300.00	\$340.00	\$400.00
Ten (10) Foot Double Drive Gates	\$250.00	\$350.00	\$450.00	\$500.00	\$500.00	\$480.00	\$570.00	\$584.00	\$598.00	\$638.00	\$490.00	\$535.00	\$535.00	\$590.00	\$590.00
Twelve (12) Foot Double Drive Gates	\$600.00	\$750.00	\$900.00	\$1,000.00	\$1,000.00	\$539.00	\$560.00	\$574.00	\$588.00	\$628.00	\$515.00	\$560.00	\$560.00	\$615.00	\$615.00
Fwelve (12) Foot Wide Roll Gate	\$600.00	\$750.00	\$900.00		\$1,000.00 \$1,000.00	\$750.00	\$887.00	\$887.00	\$947.00	\$1,095.00	\$650.00	\$715.00	\$715.00	\$785.00	\$785.00
Twenty (20) Foot Wide Roll Gate	\$750.00	\$1,000.00	\$1,200.00	\$1,000.00 \$1,200.00 \$1,200.00 \$1,20	\$1,200.00	\$934.00	\$1,200.00	\$1,225.00	\$1,280.00	\$1,490.00	\$725.00	\$775.00	\$775.00	\$850.00	\$850.00
Twenty (20) Foot Wide Swing Gate	\$750.00	\$1,000.00	\$1,000.00	\$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00	\$1,000.00	\$788.00	\$870.00	\$878.00	\$938.00	\$1,066.00	\$700.00	\$950.00	\$950.00	\$950.00	\$1,150.00
Section Subtotal			\$22,554.00	0				\$24,364.94					\$20,648.60		

FENCING PIGGYBACK CONTRACT - STERLING ENTERPRISES Page 19 of 28

commendation of Award	Award						Ch	Chain Link							
		F 9867 S Or	Fence Direct 9867 S Orange Blossom Trail	t om Trail			H 915	Hill's Fencing 915 E Ohio Ave	g Ve			Sterli P	Sterling Enterprises PO Box 714	rises	
Vendor Name		0	Orlando, FL	. 1			La	Lake Helen, FI	ЧĻ			Lal	Lake Helen, FL	٦L	
				9 Gat	9 Gauge Vinyl F	inish Fenci	ing, Fencin	ng Material	uyl Finish Fencing, Fencing Materials, and Accessories	essories					ſ
ncing Per Foot	4' High	6' High	7' High	8' High	10' High	4' High	6' High	7' High	8' High	10' High	4' High	6' High	7' High	8' High	10' High
cing with Top Rail	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00	\$14.78	\$18.16	\$24.92	\$25.92	\$30.06	\$14.00	\$16.00	\$18.50	\$19.00	\$25.50
cing without Top l	\$13.00	\$14.00	\$16.00	\$17.00	\$18.00	\$10.09	\$13.56	\$19.56	\$20.56	\$24.36	\$13.00	\$15.00	\$17.50	\$18.50	\$24.50
cing with Top re	\$13.00	\$14.00	\$16.00	\$17.00	\$18.00	\$10.74	\$13.97	\$20.03	\$21.03	\$25.42	\$13.00	\$15.00	\$17.50	\$18.50	\$24.50
icing witout Top re	\$13.00	\$14.00	\$16.00	\$17.00	\$18.00	\$10.09	\$13.56	\$19.56	\$21.56	\$24.36	\$13.00	\$15.00	\$17.50	\$18.50	\$24.50
noval of Existing icing	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$1.00	\$1.25	\$1.25	\$1.50	\$2.00	\$0.50	\$0.50	\$0.50	\$1.00	\$1.00
tall Corner Post, ,h	\$70.00	\$80.00	\$90.00	\$100.00	\$120.00	\$125.00	\$155.00	\$170.00	\$190.00	\$255.00	\$85.00	\$105.00	\$125.00	\$140.00	\$145.00
tall End Post, Each	\$50.00	\$60.00	\$75.00	\$90.00	\$100.00	\$110.00	\$145.00	\$155.00	\$169.00	\$225.00	\$80.00	\$100.00	\$120.00	\$135.00	\$140.00
ree (3) Stand Barb re	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$1.20	\$1.35	\$1.50	\$1.75	\$2.00	\$0.25	\$1.65	\$1.65	\$2.00	\$2.00
ır (4) Foot Wıde İk Gate	\$250.00	\$300.00	\$350.00	\$350.00	\$450.00	\$340.00	\$385.00	\$425.00	\$450.00	\$475.00	\$250.00	\$300.00	\$350.00	\$400.00	\$450.00
n (10) Foot Double ve Gates	\$600.00	\$700.00	\$800.00	\$800.00	\$900.00	\$557.00	\$695.00	\$705.00	\$785.00	\$825.00	\$500.00	\$550.00	\$600.00	\$650.00	\$700.00
elve (12) Foot uble Drive Gates	\$900.00	\$1,000.00	\$1,000.00 \$1,000.00 \$1,000.00 \$1,100.00	\$1,000.00	\$1,100.00	\$689.00	\$789.00	\$989.00	\$1,189.00	\$1,389.00	\$600.00	\$650.00	\$650.00	\$700.00	\$700.00
elve (12) Foot de Roll Gate	\$900.00		\$1,000.00 \$1,000.00 \$1,000.00 \$1,100.00	\$1,000.00	\$1,100.00	\$885.00	\$1,050.00	\$1,097.00	\$1,127.00	\$1,555.00	\$850.00	\$900.00	\$900.00	\$950.00	\$950.00
enty (20) Foot de Roll Gate	\$1,200.00	\$1,200.00 \$1,500.00 \$1,500.00 \$1,500.00 \$1,800.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,113.00	\$1,444.00	\$1,657.00	\$1,934.00	\$2,100.00	\$925.00	\$975.00	\$975.00	\$1,025.00	\$1,025.00
enty (20) Foot de Swing Gate	\$1,200.00	\$1,200.00 \$1,200.00 \$1,700.00 \$1,800.00 \$2,000.00	\$1,700.00	\$1,800.00	\$2,000.00		\$1,033.00 \$1,116.00	\$1,242.00	\$1,695.00	\$1,895.00	\$750.00	\$1,000.00	\$1,000.00	\$1,000.00 \$1,000.00 \$1,000.00	\$1,250.00
ection Subtotal			\$32,079.00	_				\$33,726.09					\$24,069.55		

# FENCING PIGGYBACK CONTRACT - STERLING ENTERPRISES Page 20 of 28

Recommendation of Award

PVC

					Fence	Fence Direct	Hill's	Hill's Fencing	Sterling F	Sterling Enterprises
					9867 S Orange	9867 S Orange Blossom Trail	915 E C	915 E Ohio Ave	POB	PO Box 714
			2	Vendor Name	Orlan	Orlando, FL	Lake H	<u>Lake Helen, FL</u>	Lake H	Lake Helen, FL
Design	Height	Width	Size	Thickness	White	Seige .	White	Beige	White	Beige
Two Rail Ranch	4 ft	.96	2" x 6"	Econo	\$9.00	\$10.00	\$12.41	\$14.28	\$11.00	\$13.20
Two Rail Ranch	4 ft		2" x 6"	Premium	\$10.00	\$11.00	\$13.14	\$15.10	\$11.00	\$13.20
Three Rail Ranch	4 ft	.96	2" x 6"	Econo	\$10.00	\$11.00	\$17.36	\$19.95	\$16.00	\$19.20
Three Rail Ranch	4 ft	-96	2" x 6"	Premium	\$11.00	\$12.00	\$18.19	\$20.92	\$16.00	\$19.20
T-11 Privacy	4 ft	73"	7/8" x 11.3"	0.05	\$16.00	\$17.00	\$24.42	\$26.96	\$19.00	\$22.80
Tongue and Groove	4 ft	72"	7/8" x 6"	0.063	\$17.00	\$18.00	\$20.81	\$23.12	\$20.00	\$24.00
Countess	4 ft	72"	7/8" x 1 1/2" 7/8/" x 6"	.070 .063	\$17.00	\$18.00	\$23.10	\$25.41	\$18.50	\$22.20
T-11 Privacy	6 ft	73"	7/8" x 11.3"	0.05	\$19.00	\$20.00	\$28.43	\$31.05	\$23.00	\$27.60
Tongue and Groove	6 ft	"72"	7/8" x 6"	0.063	\$18.00	\$19.00	\$25.28	\$27.59	\$23.00	\$27.60
Countess	6 Ĥ	72"	7/8" x 1 1/2" 7/8/" x 6"	.070 .063	\$21.00	\$23.00	\$29.25	\$31.94	\$20.00	\$24.00
Post	7 ft	n/a	5" x 5"	0.16	\$20.00	\$22.00	\$24.27	\$26.17	\$29.75	\$35.70
Post	9 ft	n/a	5" x 5"	0.16	\$24.00	\$25.00	\$26.64	\$34.71	\$35.50	\$42.60
Gate Post with Channel	7 ft	n/a	5" x 5"	0.16	\$20.00	\$21.00	\$128.00	\$130.00	\$92.25	\$110.70
Gate Post with Channel	9 ft	n/a	5" x 5"	0.16	\$20.00	\$21.00	\$138.00	\$140.00	\$102.25	\$122.70
Cap - Flat	n/a	n/a	5" x 5"	0.16	\$1.00	\$1.00	\$1.60	\$1.80	\$0.50	\$0.65

FENCING PIGGYBACK CONTRACT - STERLING ENTERPRISES Page 21 of 28

19-B-116KT

Recommendation of Award	/ard					PVC				19-B-1
				, , , ,	Fence Direct 9867 S Orange Blossom Trail	Direct Blossom Trail	Hill's Fencing 915 E Ohio Av	Hill's Fencing 915 E Ohio Ave 1 also Holon El	Sterling Enterprises PO Box 714 Lake Helen FL	nterprises ox 714 elen FL
			A CH			\$6.00	\$7.62	\$8.46	\$6.50	\$7.80
Cap - Gothic	n/a	n/a	5" x 5"	0.16	>>					
Cap - Ball	n/a	n/a	5" x 5"	0.16	\$6.00	\$6.00	\$6.00	\$7.00	\$6.50	\$7.80
Gate T-11 Privacy	4 ft	n/a	n/a	n/a	\$125.00	\$140.00	\$330.34	\$359.91	\$350.00	\$425.00
Gate T-11 Privacy	5 Ĥ	n/a	n/a	n/a	\$150.00	\$150.00	\$436.74	\$481.55	\$450.00	\$545.00
Gate T-11 Privacy	8 ft	n/a	n/a	n/a	\$250.00	\$300.00	\$750.00	\$875.00	\$650.00	\$785.00
Gate T-11 Privacy	10 ft	n/a	n/a	n/a	\$350.00	\$400.00	\$944.00	\$1,200.00	\$\$50.00	\$1,025.00
Gate Tongue & Grove	4 ft	n/a	n/a	n/a	\$125.00	\$200.00	\$520.22	\$578.03	\$350.00	\$425.00
Gate Tongue & Grove	5 ft	n/a	n/a	n/a	\$150.00	\$200.00	\$693.63	\$751.43	\$450.00	\$545.00
Gate Tongue & Grove	8 ft	n/a	n/a	n/a	\$250.00	\$400.00	\$1,000.00	\$1,225.00	\$650.00	\$785.00
Gate Tongue & Grove	10 Ĥ	n/a	n/a	n/a	\$300.00	\$350.00	\$1,100.00	\$1,275.00	\$\$50.00	\$1,025.00
Gate Countess	4 ft	n/a	n/a	n/a	\$200.00	\$250.00	\$424.19	\$453.15	\$350.00	\$425.00
Gate Countess	5 ft	n/a	n/a	n/a	\$250.00	\$300.00	\$547.16	\$588.41	\$450.00	\$545.00
Gate Countess	8 ft	n/a	n/a	n/a	\$500.00	\$500.00	\$800.00	\$900.00	\$650.00	\$785.00
Gate Countess	10 Ĥ	n/a	n/a	n/a	\$500.00	\$500.00	\$900.00	\$1,125.00	\$850.00	\$1,025.00
			Section	n Subtotal	\$7,34	\$7,345.00	\$19,3	\$19,387.74	\$16,2	\$16,231.70

FENCING PIGGYBACK CONTRACT - STERLING ENTERPRISES Page 22 of 28

. 1	ecommendation of Award	Fence Direct	Direct				Oth	Other Fencing Hill's Fencing	encing					Sterling Enterprises	nterprises		19-B-116K
9867	5	9867 S Orange Blossom Trail Orlando, FL	Blossom T1 o, FL	rail				915 E Ohio Ave Lake Helen, FL	tio Ave en, FL					PO Box 714 Lake Helen, FL	x 714 ien, FL		
			r		5 - 4 		•	مر بر م ا		د بر الا د ا			5 5 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2 		2 H	×
Delivered to County Site (per linear ft)		· Picked up by County (per linear ft)	laster a	Delivered and Installed by Vendor (per linear ft)	_	* Delivered to County (per linear ft)	ered to County Site	Picked up by County (per linear ft)	y County	Delivered and Installed by		Delivered to County Site	County Site car ft)	Picked up by County (per linear ft)	ay County ear ft)	Delivered and Installed by Vendor (per linear ft)	Installed by linear ft)
No Bid	1	No Bid	Bid	\$9.00	90	\$2.82	82	\$2.52	52	\$4.50	50	\$1.75	75	- \$1.55	55	\$3.55	55
No Bid		No Bid	3id	\$9.00	30	\$2.70	70	\$2.40	10	\$4.20	20	\$1.58	58	\$1.50	50	\$3.25	25
No Bid		No Bid	3id	\$9.00	00	\$1.56	56	\$1.44	4	\$2.94	94	\$1.48	48	\$1.25	25	\$2.75	75
Delivered (each)	1	Picked-Up (each)	p (each)	Installed (each)	(each)	Delivered (each)	l (each)	Picked-Up (each)	o (each)	Installed (each)	(each)	Delivered (each)	d (each)	Picked-Up (each)	p (each)	Installed (each)	(each)
No Bid		No Bid	Bid	\$25.00	00	\$160.00	00.	\$110.00	00	\$230.00	00'	\$120.00	00.	\$105.00	00.	\$175.00	00.
No Bid	1	No Bid	3id	\$25.00	00	\$105.00	00.	\$80.00	8	\$155.00	00	\$75.00	00	\$60.00	00	\$155.00	00.
No Bid		No Bid	3id	\$15.00	00	\$100.00	00.	\$75.00	00	\$150.00	00.	\$65.00	00	\$50.00	00	\$150.00	00.
		\$92.00	00					\$1,190.08	.08					\$973.66	.66		
					-	-		- di		* * ·		2 - A.		-			
Delivered to County Site (per linear ft)	Site	Picked up by County (per linear ft)		Delivered and Installed by Vendor (per linear ft)	Installed by linear ft)	Delivered to County Site (per linear ft)	County Site ar ft)	Picked up by County (per linear ft)		Delivered and Installed by	Installed by	Delivered to County Site	County'Site ear ft)	Picked up by County (per linear ft)	r	Delivered and Installed by Vendor (per linear ft)	Installed by linear ft)
Wood Vinyl	1 <u>v</u>	Mood	Vinyl	Wood	Vinyl	Wood	Vinyl	Wood	V1nyl	Mood	Vinyl	Wood	Vinyl	Mood	Vinyl	Wood	Vinyl
No Bid No Bid	Bid	No Bid	No Bid	\$8.00	\$9.00	\$2.28	\$2.33	\$2.18	\$2.22	\$2.32	\$2.42	\$7.00	\$14.50	\$7.00	\$14.50	\$8.50	\$17.50
No Bid No	No Bid	No Bid	No Bid	\$10.00	\$15.00	\$3.56	\$3.65	\$3.38	\$3.50	\$3.75	· \$3.96	\$7.00	\$13.50	\$7.00	\$13.50	\$8.50	\$17.00
No Bid No	No Bid	No Bid	No Bid	\$10.00	\$15.00	\$3.56	\$3.65	\$3.38	\$3.50	\$3.75	\$3.96	\$7.00	\$13.50	\$7.00	\$13.50	\$8.50	\$17.00
No Bid No Bid	Bid	No Bid	No Bid	\$10.00	\$15.00	\$3.56	\$3.65	\$3.38	\$3.50	\$3.75	\$3.96	\$7.00	\$13.50	\$7.00	\$13.50	\$8.50	\$17.00
No Bid No Bid	Bid	No Bid	No Bid	\$11.00	\$16.00	\$4.06	\$4,09	\$3.88	\$4.09	\$3.95	\$4.65	\$7.00	\$13.50	\$7.00	\$13.50	\$8.50	\$17.00
No Bid No Bid	Bid	No Bid	No Bid	\$11.00	\$16.00	\$4.06	\$4.09	\$3.88	\$4.09	\$3.95	\$4.65	\$7.00	\$13.50	\$7.00	\$13.50	\$8.50	\$17.00
No Bid No	No Bid	No Bid	No Bid	\$11.00	\$16.00	\$4.06	\$4.09	\$3.88	\$4.09	\$3.95	\$4.65	\$7.00	\$13.50	\$7.00	\$13.50	\$8.50	\$17.00
			· · · · · · · · · · · · · · · · · · ·														

FENCING PIGGYBACK CONTRACT - STERLING ENTERPRISES Page 23 of 28

16KT

ommendati	ommendation of Award					Oth	Other Fencing	5								19-B-116KT
omeN veb		Fence Direct 9867 S Orange Blossom Trail Orlando, FL	Trail				Hill's Fencing 915 E Ohio Ave Lake Helen, FL	encing hio Ave len, FL					Sterling Enterprises PO Box 714 Lake Helen, FL	terprises x 714 len, FL	:	
ail Board	No Bid No Bid	No	\$9.00	\$10.00	\$6.70	\$9.50	\$5.70	\$9.10	\$8.20	\$11.67	\$4.75	\$8.50	\$4.75	\$8.50	\$5.50	\$13.50
ng 1 1/2" x 2" v 16'	No Bid No Bid	I No Bid No Bid	\$9.00	\$7.00	\$1.05	\$1.36	\$0.80	\$1.24	\$1.49	\$1.42	\$0.85	\$2.25	\$0.85	\$2.25	No Bid	No Bid
tion Total		\$208.00			-		\$211.54	.54					\$519.70	.70		
and Safety																
	Delivered (per linear	r Picked (per linear ft)	<b></b>	Installed (per linear ft)	Delivered (p ft)	er linear	Picked (per linear ft)	r linear Át)	Installed (per linear ft)		Delivered (per linear ft)	per linear	Picked (per linear ft)	linear ft)	Installed (	Installed (per linear ft)
enters	No Bid	No Bid	\$4	\$4.00	No I	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No	No Bid
enters	No Bid	No Bid	\$4	\$4.00	No F	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No	No Bid
Centers	No Bid	No Bid	\$3	\$3.00	No I	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No	No Bid
ck Sılt Dıtch cks w/ 8'	No Bid	No Bid	\$4	\$4.00	No I	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No	No Bid
e Back 14 Wire Mesh	No Bid	No Bid	8	\$9.00	No I	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No	No Bid
nge Safety	No Bid	No Bid	\$3	\$3.00	No I	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No	No Bid
nge Safety	No Bid	No Bid	\$4	\$4.00	No I	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No Bid	Bid	No	No Bid
-T-Edge	No Bid	No Bid	\$4	\$4.00	No I	Bid	No Bid	Bid	No Bid	Bid	No	No Bid	No Bid	3id	No	No Bid
ating bidity Barrier	No Bid	No Bid	No	No Bid	No I	Bid	No Bid	Bid	No Bid	Bid	No	No Bid	No Bid	Bid	No	No Bid
ating bidity Barrier	No Bid	No Bid	No	No Bid	No I	Bid	No Bid	Bid	No Bid	Bid	No	No Bid	No Bid	Bid	No	No Bid
ked Turbidity	No Bid	No Bid	No	No Bid	No I	Bid	No Bid	Bid	No Bid	Bid	No	No Bid	No Bid	Bid	No	No Bid
Aetal T.Post	No Bid	No Bid	\$15	\$15.00	No I	Bid	No Bid	Bid	No	No Bid	No	No Bid	No Bid	Bid	No	No Bid
takes (wood)	No Bid	No Bid	\$12	\$12.00	No I	Bid	No Bid	Bid	No Bid	Bid	No	No Bid	No Bid	Bid	No	No Bid
takes (metal)	No Bid	No Bid	\$12	\$12.00	No I	Bid	No	No Bid	No	No Bid	No	No Bid	No Bid	Bid	No	No Bid
rmer Post	No Bid	No Bid	\$2;	\$25.00	No ]	Bid	No	No Bid	No	No Bid	No	No Bid	No Bid	Bid	Ň	No Bid

FENCING PIGGYBACK CONTRACT - STERLING ENTERPRISES Page 24 of 28

-ommendati	commendation of Award			Ō	Other Fencing				19-B-116K1
		Fence Direct 9867 S Orange Blossom Trail	rail		Hill's Fencing 915 E Ohio Ave Lake Helen, FL			Sterling Enterprises PO Box 714 Lake Helen, FL	
ndor Name		Urialiuu, F.L.							
4	No Bid	No Bid	\$12.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
d Line Brace								N, D:J	
ation Total		S111.00			No Bid			DIG OV	

FENCING PIGGYBACK CONTRACT - STERLING ENTERPRISES Page 25 of 28 .

6KT	
Ţ	
_	
B	

Recommendation of Award	rd			Timbe	Timber and Trex					19-B-11
		H	Fence Direct		H	Hill's Fencing	50	Sterl	Sterling Enterprises	ises
		9867 S Or	9867 S Orange Blossom Trail	om Trail	915	915 E Ohio Ave	/e		PO Box 714	
		0	rlando, FL		La	<u>Lake Helen, FI</u>	L	La	<u>Lake Helen, FL</u>	L
Timber Fencing	50									
	Unit of Measure	4 ft High	6 ft High	8 ft High	4 ft High	6 ft High	8 ft High	4 ft High	6 ft High	8 ft High
Stockage	Linear Ft	\$13.00	\$13.00	\$16.00	\$22.75	\$22.75		\$12.50	\$12.50	\$21.50
Shadow Box	Linear Ft	\$14.00	\$14.00	\$17.00	\$24.75	\$24.75		\$14.50	\$14.50	\$23.50
Stockade - 4 ft Wide Gate	Each	\$200.00	\$200.00	\$250.00	\$385.00	\$385.00		\$250.00	\$285.00	\$350.00
Shadow Box - 4 ft Wide Gate	Each	\$200.00	\$200.00	\$200.00	\$405.00	\$405.00		\$250.00	\$285.00	\$350.00
Stockade - 6 ft Wide Gate	Each	\$225.00	\$225.00	\$280.00	\$585.00	\$585.00		\$300.00	\$315.00	\$400.00
Shadow Box - 6 ft Wide Gate	Each	\$225.00	\$225.00	\$280.00	\$605.00	\$605.00		\$300.00	\$315.00	\$400.00
Sect	Section Subtotal		\$2,797.00			\$4,055.00			\$3,899.00	
Trex										
		Cost			Cost			Cost		
Post Cap, each		\$3.00			\$16.50			\$35.00		
5" x 5" Post, 108" length		\$24.00			\$100.35			\$271.58		
4 x 4.9" Top rail, 91" length		\$15.00			\$57.27			\$202.00		
1" x 5.75" Interlocking Picket, 67" length	67" length	\$10.00			\$13.58			\$202.00		
1" x 5.75" Bottom Rail, 91" length	ngth	\$20.00			\$18.84			\$202.00		
Aluminum Bottom Rail, 90 1/2" length	2" length	\$10.00			\$58.19			\$202.00		
Fence Bracket, each		\$2.00			\$2.66			\$101.00		
1 5/8" Exterior Wood Screws, each	each	\$0.10			\$0.45			\$0.50		
Sect	Section Subtotal		\$84.10			\$267.84			\$1,216.08	

Recommendation of Award Gate	ES Operator Parts Fence Direct 9867 S Orange Blossom Trail	Hill's Fencing 915 E Ohio Ave	19-B-116 Sterling Enterprises PO Box 714
Vendor Name	Orlando, FL	Lake Helen, FL	Lake Helen, FL
Gate Operator Parts			
Elite SL3000UL 1/2 HP Roll Gate Operator	No Bid	\$1,910.35	\$3,300.00
Elite CSW200ULA 1/2 HP Swing Gate Operator	No Bid	\$2,186.57	\$3,200.00
Hy-Security 222EX=HY-O222-XS-St	No Bid	\$10,484.39	\$10,800.00
Barrier Mega Arm	No Bid	\$2,074.15	\$3,200.00
DK Telephone Entry System 1812 plus	No Bid	\$1,384.86	\$1,150.00
American Access Key Pad with Intercom	No Bid	\$480.59	\$850.00
American Access Key Pad ADV1000 w/ Latch Code	No Bid	\$404.23	\$800.00
AKL Key Pad 480 Codes	No Bid	\$239.54	\$600.00
Intercom 3 Button Stateion	No Bid	\$215.59	\$950.00
SOS/YELP Emergency Access	No Bid	\$530.80	\$650.00
Pedestal Plate for Operator	No Bid	\$274.99	\$350.00
Concrete Pad, per sq ft	No Bid	\$32.06	\$45.00
Gooseneck Pedestal for Key Pad	No Bid	\$134.74	\$320.00
Emeron Safety Eye	No Bid	\$209.06	\$550.00
Exit Want with 100' Lead	No Bid	\$260.50	\$600.00
Loops	No Bid	\$152.71	\$750.00
Loop Detectors	No Bid	\$124.26	\$300.00
Wiring Harness ONLY for Loop Detectors	No Bid	\$24.28	\$85.00
Blades and Sealers for Loops	No Bid	\$122.92	\$65.00
DK Mag Lock 1200lb	No Bid	\$257.45	\$600.00
DK Mag Lock 600lb	No Bid	\$222.05	\$650.00
DK L&Z Bracket set for 600lb or 1200lb Mag Lock	No Bid	\$92.77	7 \$205.00
7 Day Timer	No Bid	\$71.86	
Antenna Extension Kit 15'	No Bid	\$27.55	
41 Chain per ft	No Bid	\$2.98	
41 SS Chain per ft	No Bid	\$16.02	
Low Voltage Surge Supressor	No Bid	\$83.88	
High Voltage Surge Supressor	No Bid	\$61.60	
Telephone Surge Supressor	No Bid	\$95.33	
ADV1000l	No Bid	\$48.44	
Step Down Transformer for ADV1000	No Bid	\$191.4	
Receiver	No Bid	\$70.92	_
Single Button Transmitter	No Bid	\$29.0	
2 Button Transmitter	No Bid	\$35.0	
Malleable Cantilever Rollers	No Bid	\$0.0	
LoadMaster Mylor Cantilver Rollers	No Bid	\$136.5	
Section Tot	tal No Bid	\$22,689.46	\$32,731.50

Recommendation of Award

Repairs and Service Calls

	ç		1 ~11611		Ctouling D	
	Fence	Fence Direct				
	9867 S Orange	9867 S Orange Blossom Trail	915 E Ohio Ave Laba Halan FI	hio Ave	PO Bo Lake He	PO BOX 714 Lake Helen FI.
Vendor Name	Orian	Uriando, FL	TANG TH		TTAWN TTA	
Repairs and Service Calls						
	Cost	Unit	Cost	Unit	Cost	Unit
Repair and/or Removal of Fencing During Regular Working Hours (Monday-Friday, 7am -	\$60.00	\$60.00 Per man hour	\$60.00	\$60.00 Per man hour	\$55.00	\$55.00 Per man hour
Repair and/or Removal of Fencing After Regular Working Hours (Monday-Friday, After	\$80.00	\$80.00 Per man hour	\$78.00	\$78.00 Per man hour	\$75.00	\$75,00 Per man hour
Repair and/Removal of Fencing on Weekends and County Recognized Holidays	\$95.00	\$95.00 Per man hour	\$98.00	\$98.00 Per man hour	\$95.00	\$95.00 Per man hour
Core Drilling Labor Rate	\$80.00	\$\$0.00 Per man hour	\$90.00	\$90.00 Per man hour	\$50.00	\$50.00 Per man hour
Service Call for Repair Work, Removal, and Installation Jobs	\$250.00	\$250.00 Per service call	\$220.00	\$220.00 Per service call	\$200.00	\$200.00 Per service call
Installation of Temporary Fencing	\$7.00	\$7.00 Per linear foot	\$6.00	\$6.00 Per linear foot	\$3.50	\$3.50 Per linear foot
Installation of PDS Slats or Equal	\$9.00	\$9.00 Per linear foot	\$9.92	\$9.92 Per linear foot	\$10.00	\$10.00 Per linear foot
Motorized Gate Preventative Maintenance	\$300.00	\$300.00 Per gate	\$220.00 Per gate	Per gate	\$315.00 Per gate	Per gate