

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C202947PM Tracking Number: 490922
 Procurement/Contractor/Lessee Name: B:C Pre Soft Grant Funded: YES ___ NO X
 Purpose: 5th Amendment
 Date/Term: 7-6-2023 w/ clyc
 Department #: _____
 Account #: various
 Amount: _____
 Department: PM Dept. Monitor Name: Hendrick

1. GREATER THAN \$100,000
 2. GREATER THAN \$50,000
 3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Ma Date: 8-30-22
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal Grant Name: _____
 _____ Date: _____
 Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: no risk alert Date: _____

 Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see mail attached Date: 9-7-22

 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, September 7, 2022 9:45 AM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: Updated 5th Amendment C20-2947-FM

This is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Wednesday, September 7, 2022 10:38:40 AM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'
Subject: Updated 5th Amendment C20-2947-FM

Lynn,
Please see revised per your request.
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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**FIFTH AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND B & C FIRE SAFETY, INC.
CONTRACT NO. C20-2947-FM**

This Fifth Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and B&C Fire Safety, Inc., (the "Contractor") executed this 20th day of September, 2022, is made a part of the original Agreement dated July 7, 2020, Contract No. C20-2947-FM (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **AMENDMENT.** The County and Contractor wish to amend Attachment "A" to add the following items to be inspected:
 - Okaloosa County Corrections
Hydro Test 2.5 gal Pressurized Water-\$55.00 each
B500/5lb ABC Fire Extinguisher-\$50.00 each
 - Okaloosa County Water and Sewer Maintenance Building-location
1810 Lewis Turner Blvd, Fort Walton Beach, FL 32547
Fire Alarm System Inspection-Annually-\$329.00
Portable Free Extinguisher Inspection-Annually-\$105.00
Kitchen Hood Suppression- Semi-Annually-\$159.00 (required twice per year)
 - Okaloosa County Water and Sewer Maintenance Building-location
1802 Lewis Turner Blvd, Fort Walton Beach, FL 32547
Portable Fire Extinguisher Inspection-Annually-\$105.00
Kitchen Hood Suppression-Semi-Annually-\$159.00 (required twice per year)
 - Okaloosa County Water and Sewer Maintenance Building-location
3050 Airport Road, Crestview, FL 32539
Annual Backflow Inspection Services-\$90.00

2. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated July 7, 2020 and any amendments thereto, shall remain in full force and effect.

3. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

**CONTRACT #: C20-2947-FM
B & C FIRE SAFETY, INC.
REPAIR, INSPECTION & SERVICE OF FIRE
COMPONENTS FOR COUNTY FACILITIES
EXPIRES: 07/06/2023 W (2) - 1 YEAR RENEWALS**



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

B&C Fire Safety, Inc.:

Nicholas DeVore
Signature

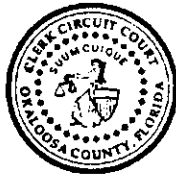
Nicholas DeVore
Print Name

ATTEST

J.D. Peacock II
J.D. Peacock II, Clerk of Courts

OKALOOSA COUNTY, FLORIDA

BY: Mel Ponder
Mel Ponder, Chairman





823 Navy St
Fort Walton Beach, FL, 32547
Phone: (850) 862-7812

Proposal

Quote Nbr.: Q003794
Order Date: 12/22/2021
Valid Until: 1/21/2022
Sales Person: Wetzet Michael, Mr.
Customer ID: C103410
Reference:
Payment Terms: 50% Down / 50% Upon Completion

Issued to:	Service Address:
Okaloosa County Jail #015A 5489 Old Bethel Rd Crestview, FL 32536-5512	Okaloosa County Jail #015A 1200 East James Lee Blvd Crestview FL 32539 Attn: Sgt Johnson

ITEM	QTY.	UOM	PRICE	AMOUNT
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B&C Fire Safety is pleased to present this quote, to troubleshoot the deficiencies that were found during the Annual Alarm Inspection. If additional parts are needed we will send a second proposal for approval. We will also replace the batteries that failed testing during recent fire alarm inspection while on site.

Batteries to replace:

- 2 x (12v 7ah) Main FACP
- 2 x (12v 20ah) Booster Power Supply

Deficiencies to troubleshoot:

- Charlie Pod Control Tower Pull Station
- Common Area Outside Judicial the horn strobe has no sound
- Downstairs confinement hall bypassed the horn strobe is bypassed
- Smoke detector at Confinement Outside Cell 7 failed to activate (Point #2)
- Damaged smoke detector at Confinement Behind Cells 6-12 Cat Walk Center
- Tamper switch Delta Pod Outside Hatch Wet failed to report to FACP
- Horn strobe Delta Pod Outside Pod E
- Smoke detector Delta Pod C Across from Cell C-4 failed to activate
- Smoke detector Delta Pod E Across from Cell E-4 failed to activate
- Smoke detector Echo Pod D Across from Cell D-14 failed to activate
- Both horn strobes in Kitchen Common Area had no visual

This quote is to replace batteries and to ONLY troubleshoot the deficiencies listed. All replacement parts to make repairs will require an additional quote

500000 Service Labor	8.00	HOUR	75.00	600.00
100424 Battery 12 Volt 7 Amp - SLA12-7F Ultra 12V 7AH AGM SLA Battery (\$14.79 + 7.5% = \$15.90)	2.00	EACH	15.90	31.80
102398 Duracell Ultra 12V 20AH High Rate AGM SLA Battery with M5 insert Terminal (\$89.99 + 7.5% = \$96.74)	2.00	EACH	96.74	193.48

INCLUDES:

- 1) PROVIDING A EQUIPMENT AS LISTED ABOVE
- 2) TEST/CERTIFY W/ LOCAL AUTHORITY HAVING JURISDICTION IF REQUIRED
- 3) OPERATION & MAINTENANCE MANUALS
- 4) ONE TRAINING SESSION W/ OWNER
- 5) ONE YEAR WARRANTY ON EQUIPMENT UPON ACCEPTANCE OF SYSTEM
- 6) ALL FINAL TERMINATION, PROGRAMMING AND TESTING

EXCLUDES:

- 1) ANY AND ALL 110VAC POWER REQUIREMENTS.
- 2) ANY AND ALL GROUNDING REQUIREMENTS
- 3) ANY AND ALL RACEWAY REQUIREMENTS

CONTRACT: C20-2947-FM
B&C FIRE SAFETY, INC.
REPAIR, INSPECTION & SERVICE OF FIRE
PROTECTION COMPONENTS FOR COUNTY
FACILITIES
EXPIRES: 07/06/2023 W/2 1 YR RENEWALS

TOTAL: 825.28 (Plus Applicable Sales Tax)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited on reverse side which shall supersede any conflicting term in any other document.

**Marcellous Tyrone
Mclaughlin**

Digitally signed by Marcellous
Tyrone Mclaughlin
Date: 2022.01.07 13:42:45
-06'00'

Signature: _____

Acceptance Date: _____

TERMS AND CONDITIONS

1. A. B&C Fire Safety, Inc. shall be paid for the value of work completed plus the amount of materials and equipment suitably stored applied to the contract sum less the aggregate of previous payments to B&C Fire Safety, Inc. Final payment shall be due 30 days after the work described in this proposal is substantially completed unless otherwise stated in the proposal. No provision of this agreement shall serve to void the Seller's entitlement to payment for properly performed work or suitably stored material.
 - B. The Buyer will make no demand for liquidated damages in any sum in excess of such amount as may be specifically named in the proposal, provided, however, no liquidated damages shall be assessed for delays or causes attributable to other Subcontractors or arising outside the scope of this proposal.
2. The Buyer will withhold no more retention from the Seller than is being withheld by the Owner from the Buyer with respect to the Seller's work.
3. No back charges or claim of the Buyer for services shall be valid except by an agreement in writing by the Seller before the work is executed, except in the case of the Seller's failure to meet any requirement of the subcontract agreement. In such event, Buyer shall notify Seller of such default, in writing, and allow the Seller more reasonable time to correct any deficiency before incurring any cost chargeable to the Seller.
4. All sums not paid when due shall bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law whichever is more; and all costs of collection including a reasonable attorney's fee shall be paid by Buyer.
5. If the Buyer fails to make payment to B&C Fire Safety, Inc. as herein provided, then B&C Fire Safety, Inc. may, after forty-eight (48) hours written notice, stop work without prejudice to any other remedy he may have.
6. A. Buyer is to prepare all work areas so as to be acceptable for the work of B&C Fire Safety, Inc. under the contract. B&C Fire Safety, Inc. will not be called upon to start work until sufficient areas are ready to insure continued work until job completion.
 - B. Items to be supplied by Buyer. The buyer shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no costs to Seller.
7. After acceptance of this proposal provided B&C Fire Safety, Inc. shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract.
8. B&C Fire Safety, Inc. shall not be responsible for damage to its work by other parties. Any repair work necessitated by said damage will be considered as an order for extra work.
9. Overtime, B&C Fire Safety, Inc. is obligated to perform the work only during its regular working hours. All work performed outside of such hours shall be charged for at rates or amount agreed upon by the parties at the time overtime is authorized.
10. Buyer shall purchase and maintain property insurance upon the full value of the entire work and/or materials to be supplied which shall include the interest of B&C Fire Safety, Inc.
11. B&C Fire Safety, Inc. will not be responsible for meeting construction schedule imposed after the date of the execution of this proposal. If overtime is required to meet such a later imposed construction schedule, Buyer shall pay B&C Fire Safety, Inc. for such overtime in addition to the Contract price unless prior arrangements or agreements are made.
12. Any additional sprinklers or other additional materials and/or labor required due to alterations or additions to the premises or resulting from obstructions along the ceiling not in position or not shown on plans furnished by Buyer or Buyer's Agent at the time that B&C Fire Safety, Inc.'s survey was made, are not Contract work and are to be considered additional work to be paid for by Buyer and will be designed, signed, and dated on a Field Work form of B&C Fire Safety, Inc. or other appropriate form of Buyer.
13. Seller's Liability. B&C Fire Safety, Inc. shall not be liable for any damage caused in the performance of work due to concealed piping, wires, fixtures, or other equipment, unless located for B&C Fire Safety, Inc. by Buyer, or the character, condition, or use of any foundations, walls, or other structures not erected by B&C Fire Safety, Inc. B&C Fire Safety, Inc. shall not be liable or accountable for the condition of the water supply or other adjunct of the system furnished by the Buyer or a third party. B&C Fire Safety, Inc. shall not be liable for delays, discontinuance of work, loss or damages incident to casualties, fires, acts of the elements, labor difficulties, governmental regulations, shortages of materials or labor, and causes beyond its control. In no event shall B&C Fire Safety, Inc. be liable for loss of anticipated profits, or loss of use of property in which the equipment is installed, or other consequential damages.
14. Buyer's Liability. All loss or damage from any cause (not the fault of B&C Fire Safety, Inc.) to the materials, tools, equipment, work or workmen of B&C Fire Safety, Inc. or its agents or subcontractors while in and about the premises shall be borne and paid for by Buyer. When any underground work is involved in the installation and it becomes necessary in the opinion of B&C Fire Safety, Inc. to install equipment at a depth greater than that required by the Specifications, or if water, quicksand, rock, or other unforeseen obstructions are encountered, Buyer shall pay to B&C Fire Safety, Inc., as an extra to the contract price, any additional expense to B&C Fire Safety, Inc. caused thereby.
15. B&C Fire Safety, Inc. reserves the right to receive a Fair and Reasonable extra to original contract price as a result of latent physical conditions at the site. In the case of actual site conditions and contract documents which are at variance, B&C Fire Safety, Inc. reserves the right to recover extra compensation by extras added to the original contract price.
16. Claims. Any claims by Buyer against B&C Fire Safety, Inc. arising hereunder must be presented in writing with particulars to B&C Fire Safety, Inc. within fifteen (15) days after they arise; otherwise B&C Fire Safety, Inc. shall have no liability in respect thereof.
17. Title. Until full payment by Buyer of all amounts to be paid hereunder, B&C Fire Safety, Inc. retains title to the material and equipment furnished hereunder, whether or not the same is attached to the realty, and the same shall be considered as personal property. B&C Fire Safety, Inc. However, reserves the right to change this conditional sale to an absolute sale at any time and to pursue any statutory or other remedies in such cases, made and provided. When and if requested by B&C Fire Safety, Inc., Buyer will duly acknowledge this contract and will execute, acknowledge, and deliver to B&C Fire Safety, Inc. such other instructions as may be appropriate to constitute the equipment as security for the price to be paid by Buyer, or to enable B&C Fire Safety, Inc. to comply with the applicable filing, recording, or other laws of the state.
18. Warranty. All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Seller will replace or repair any part of its work which is found to be defective. Seller will not be responsible for special, incidental, or consequential damages. Seller shall not be responsible for damages to its work by other parties or for improper use of equipment by others.
19. Default by Buyer. If Buyer defaults in any payment herein required; or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors; or transfer or mortgages the equipment or the premises in which the equipment is installed, or any lien is placed on said equipment or premises (other than liens for taxes); or the equipment or premises (other than liens for taxes), or the equipment or the premises are seized or attached by process of law, then in any such event B&C Fire Safety, Inc. may enter upon the premises, turn off the water and remove the equipment or any part thereof and may invoke such other or additional remedies as may be provided by law. Buyer shall reimburse B&C Fire Safety, Inc. for the expenses incurred in removing said equipment. Buyer further agrees to pay interest at the maximum rate allowed by law on any payment in default. If B&C Fire Safety, Inc. employs an attorney because of default by the Buyer, then the Buyer agrees to pay court costs and reasonable attorney fees.
20. Nothing in this agreement shall serve to void Seller's right to file a lien or claim on its behalf in the event that any payment to Seller is not timely made. Upon acceptance of this proposal, B&C Fire Safety, Inc. proposes to an Buyer has the right to expect that:
 1. B&C Fire Safety, Inc. will be on the job each day that is required, and work diligently until the scope of work, herein stated, is complete and satisfactory.
 2. B&C Fire Safety, Inc. will purchase the proper permitting and will comply with all state and local codes and ordinances from the design portion through the complete product of the scope of work herein stated. B&C Fire Safety, Inc. will further route all plans and drawings to Buyer and representatives for approval, when applicable, and to all local and state authorities and insurance underwriters, as is necessary, and will provide Contractor's Test and Material Certificates where applicable.
 3. B&C Fire Safety, Inc. will be responsible to the buyer for all reasonable job rules of order, including cleanup, coordination with other trades as is necessary, and reporting and coordinating with Buyer's representative.
 4. B&C Fire Safety, Inc. will be responsible to the Buyer for compliance with all safety rules and regulations during the conduct of B&C Fire Safety, Inc.'s performance on and in connection with this project. In cases of lesser standards, B&C Fire Safety, Inc. will continue to abide by its company standard, B&C Fire Safety, Inc. Safety Program and Accident Prevention Program.
 5. B&C Fire Safety, Inc. will accomplish a complete installation as per the scope of this proposal and as the terms and conditions of the proposal are met.Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Quotations hereon, unless otherwise stated, are for immediate acceptance and subject to change.