

PLUMBING REPAIR AND MAINTENANCE AGREEMENT

THIS PLUMBING REPAIR AND MAINTENANCE AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) between Polk County (the "County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners, 330 W. Church Street, Bartow, Florida, 33830, and Eclipse Construction Company (the "Contractor"), a Florida corporation located at 2930 Parkway Street, Lakeland, Florida 33811.

WHEREAS, the County desires to retain the services of a competent and qualified contractor to provide non-exclusive plumbing maintenance and repair services to Polk County facilities on an as-needed basis; and

WHEREAS, the County has solicited for these contractor services via an advertised request for proposals and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Contractor to provide it the plumbing maintenance and repair services; and

WHEREAS, the Contractor remains agreeable to providing the County the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Contractor hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the Chairman, Board of County Commissioners.

1.2 The initial term of this Agreement shall be for a one (1) year time period, commencing upon the Effective Date and remaining in force and effect unless sooner otherwise terminated as provided herein.

1.3 The County shall have the option of extending the term of the Agreement for up to two (2) one (1) year terms upon the same terms and conditions as the initial term by delivering written notice to the Contractor not less than thirty (30) days prior to the expiration of the initial term.

2.0 Contractor Services

2.1 The COUNTY does hereby retain the Contractor to furnish, provide and perform the services (collectively, the "Services") described in the County's Request for Proposals RFP #12-018, to include all attachments and addenda, and in the Contractor's response thereto (collectively, "RFP 12-018") as those Services may be further specifically designated and authorized by the County in a Work Authorization described in Section 2.2, below. A complete copy of the RFP 12-018 Scope of Services and of the Contractor's response is attached hereto as a composite Exhibit "A" and made a part of this Agreement.

2.2 When the County requires the Consultant to perform Services for a particular project (a "Project"), the County will issue a Work Authorization to the Contractor stating the specific scope of services and budget for the Project. All provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: the maximum amount of the Contractor's compensation, Project schedule, liquidated damages and completion date, and shall become effective upon due execution.

2.3 The Contractor is not authorized to undertake any Project without a duly executed Work Authorization and corresponding Purchase Order. Contractor recognizes and acknowledges that the County may employ several different contractors to perform the same or similar Services for the County and that the Contractor has not been employed as the exclusive contractor or agent to perform any such Services.

2.4 If the Contractor and the County enter into a Work Authorization whose term expires on a date that is later than the date that this Agreement expires, then the terms, conditions and provisions of this Agreement (together with any and all amendments and attachments thereto) shall automatically extend through and until the Contractor has fully performed all requirements of the Work Authorization. Cancellation by the County of any remaining work prior to the Contractor's full completion of the requirements of any such Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.4 applies only when the expiration of a Work Authorization extends beyond the expiration of the initial term or any renewal term of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of the Agreement.

3.0 Compensation

3.1 General

3.1.1 At the County's election, the County will compensate the Contractor for each Project on either a fixed price basis, or a not-to-exceed price basis. The Contractor's fee shall be calculated based upon the hourly rates stated on the Price Sheet that is attached to this Agreement as Exhibit "B" and made a part hereof.

3.1.2 All the Contractor's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Facilities Management Division
2160 Marshall Edwards Dr.
Bartow, Florida 33830
Attention: Director

3.1.5 In order for both parties to close their books and records with respect to a Project, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the County for each Project. The Contractor's submission of a Final Invoice for a Project is its certification that all its Project Services have been properly performed and all charges and costs have been invoiced to the County. Upon the County's receipt of a Final Invoice the Project account will be closed. The Consultant hereby waives any charges not properly included on its Final Invoice for a Project.

3.1.6 Payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Contractor's performances of the Services or its acceptance of any of the Contractor's Project work.

3.1.8 All Contractor invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by County and, if so requested, shall be furnished by Contractor to County Auditor's satisfaction.

3.1.9 The Contractor's Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of all charges and requested reimbursements.

3.2 Reimbursable Expenses

3.2.1 All Contractor requests for payment of expenses eligible for reimbursement under the terms of this Agreement, if any, shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Contractor's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Contractor's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the Contractor's performance of the Services in accordance with this Agreement.

4.0 **Contractor's Responsibilities**

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Contractor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Contractor's performance or nonperformance of this Agreement. The Contractor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Contractor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 **Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Contractor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Contractor for such instruments or documents.

6.0 **Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill its obligations under this Agreement, by delivering written notice to the Contractor. Upon receipt of such notice, the Contractor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Contractor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Contractor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services then the Contractor shall remain solely and fully liable to the County for

the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

10.0 Indemnification of County

Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (1) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Contractor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Contractor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Contractor's self-insured retention or deductible per line of coverage shall not exceed \$25,000

without the permission of the County. In the event of any failure by the Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Contractor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

12.0 Public Entity Crimes

The Contractor understands and acknowledges that this Agreement will be void in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Contractor.

13.0 Non-Discrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Contractor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Contractor shall designate or appoint one or more Contractor representatives who are authorized to act on behalf of and to bind the Contractor regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Contractor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of

indebtedness and the Contractor shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor will not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Contractor shall 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 shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Facilities Management Division
2160 Marshall Edwards Drive
Bartow, Florida 33830
Attention: Director

For Contractor: Eclipse Construction Company
2930 Parkway Street
Lakeland, Florida 33811
Attention: President

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Unauthorized Alien(s)

The Contractor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Contractor Representations

25.1 The Contractor hereby represents and warrants the following to the County:

25.1.1 Contractor is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Contractor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so

26.0 Default and Remedy

If the Contractor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Contractor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Contractor, then the Contractor shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Contractor the full amount due and owing for all Services performed through the date of Agreement termination except for any portion thereof that is in dispute or subject to the County's right of set-off or other remedy.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such

default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30. Force Majeure

The Contractor shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the Contractor shall deliver written notice to the County describing the event in reasonably sufficient detail and how the event has precluded the Contractor from performing its obligations hereunder. The Contractor's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Contractor to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Contractor shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Contractor shall keep the County duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: RFP 12-018 PROJECT NAME: Electrical, Mechanical and Plumbing Contractors for Facilities Management Division

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY PARTY WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER A CONTRACTING PARTY'S EMPLOYMENT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

THE UNDERSIGNED ATTESTS THAT THE COMPANY IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: ~~Crown Electric, Inc.~~ Eclipse Construction Company
Signature: [Signature] Title: owner's representative Date: 3/15/12

STATE OF: Florida
County OF: Polk

The foregoing instrument was signed and acknowledged before me this 15th day of March, 2012, by Gerald A. Petro as owner's rep of ~~Crown~~ Eclipse Construction Company who has produced personally known as identification.
(Type of Identification and Number)

Notary Public Signature: [Signature]

Printed Name of Notary Public: Jennifer N. Renshaw

Notary Commission Number/Expiration: EE157567 / January 15, 2016



Exhibit "A"

INTRODUCTION

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified contractors in the Electrical, Mechanical and Plumbing trades to provide electrical, mechanical and plumbing repairs and maintenance on an as needed basis. Proposal submissions must be made by contractors licensed to perform these services by the State of Florida or by Polk County, Florida.

SCOPE OF SERVICES

Perform plumbing maintenance and repairs on an as needed basis to County owned and leased buildings.

CONDITIONS

The proposal should include a cost breakdown for services provided by Master, Journeyman, Apprentices and/or Helpers during regular business hours (7:00 am through 5:30 pm) and services provided on an on-call emergency basis.

Firms shall list a price per hour per job classification for normal workdays Monday through Friday, 7:00 am to 5:30 pm, as well as a price for after hours emergency work, which is comprised of nights, weekends, and designated holidays. Designated holidays are defined as New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day and the day before or after. These holidays are in keeping with the scheduled holidays approved by the Board of County Commissioners.

The successful firms shall bill hourly rates which are dependent on the time the work commences. Should services be requested during the normal schedule business work day, the regular rate shall be used. However, should the work continue beyond the regularly scheduled work day, only the hours worked after 5:30 pm shall be billed at the overtime rate. For example, should a work request be issued for services to begin at 2:00 pm and the work continues until 7:00 pm, the invoice shall reflect a standard rate for the service from 2:00 pm until 5:30 pm and an overtime rate for the services from 5:30 pm to 7:00 pm. Should a work request be issued after regularly scheduled work hours, the overtime rate will prevail until 7:00 am. of the next normal work day and will then revert to straight time rates.

All work under this agreement shall be performed by the contractor's regular employees. Sub-contracting of work is not allowed without consent from Polk County Facilities Division.

Any specialized equipment required to perform work requested by the County shall be billed at cost plus 10% markup.

The Successful Contractor will be expected to enter into a service Contract with the County, consistent with the terms of this Request for Proposal (RFP) and

Contractor's submitted Proposal. The Successful Contractor will be expected to be available to provide services immediately upon issuance of a Notice to Proceed.

- a. By seeking proposals from Contractors, the County does not represent that it will utilize the Successful Contractor's services any guaranteed number of times over the course of the year.
- b. The County reserves the right to utilize the services contained within this RFP via other means.

The Contractor must comply with all local and State and Federal laws, rules and regulations for their trade and possess the applicable valid State of Florida License. The County will require that the Contractor be on call on a 24-hour basis for any emergency that may occur. The firm must be able to respond to the County site within two (2) hours after request for regular service and within one (1) hour of an emergency request for service. It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent electrical supplies, materials, and parts are required to perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the County. Such supplies, materials and parts shall be of new quality and the cost of such shall be billed as reflected in the proposal from the Contractor, excluding any specialized equipment.



ECLIPSE

CONSTRUCTION COMPANY

2930 PARKWAY STREET • LAKELAND, FL 33811 • P.O. Box 5805 • LAKELAND, FL 33807
Office (863) 648-9886 • Fax (863) 648-9817

TRANSMITTAL LETTER

TRANSMITTAL NO: 700-T-056
DATE: 12-7-2011

**BID : RFP 12-018 Electrical, Mechanical and Plumbing
Contractors for Facilities Management Division**

TO: Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

ATTN: Procurement Division

FROM: ECLIPSE CONSTRUCTION COMPANY **OFFICE:** (863) 648-9886
FAX: (863) 648-9817

WE ARE TRANSMITTING THE DOCUMENTS LISTED BELOW FOR YOUR:

X APPROVAL INFORMATION COMMENTS REVIEW

VIA: FED-EX HAND DELIVERY

DOCUMENT NO. REVISION TITLE OR DESCRIPTION

Eclipse is pleased to offer our proposal for RFP 12-018: Electrical, Mechanical and Plumbing Contractors for Maintenance and Repair of County Owned Facilities:

**Binding Contact Person: Scott M. Petro. 2930 Parkway Street. Lakeland, FL 33811.
Phone numbers: (863) 648-9886 and (863) 698-0765. spetro@eclipseconstruct.com.**

A REPLY IS X REQUESTED NOT REQUESTED
YOUR ANSWER IS NEEDED: _____

SIGNATURE *Scott M. Petro* DATE: 12-7-2011
TITLE Office Manager

 **ORIGINAL**

Experience and Expertise

1. Eclipse was incorporated in Polk County, Florida in May of 1987 and has maintained their headquarters in Polk County ever since.
2. Eclipse is a Minority (Woman-owned) Contractor on file with Polk County.
3. Eclipse maintains Certified State of Florida Contractor's Licenses for Mechanical, Electrical and Plumbing as follows:
 - a. Mechanical Contractor License
 - b. Electrical Contractor License
 - c. Plumbing Contractor License
4. Eclipse also maintains other Certified State of Florida licenses as follows:
 - a. General Contractor License
 - b. Class V Fire Protection License
 - c. Pollutant Storage License
 - d. Underground Utility Contractor License
 - e. Qualified Business License
 - f. R Stamp for performing mechanical and industrial boiler repairs
5. Copies of all licenses are attached under Tab Number 8 of this RFP Binder.
6. Eclipse has its permanent headquarters here in Polk County at 2930 Parkway Street, Lakeland, FL 33811. From this location, we can service all facilities in Polk County within the time frame requested.
7. Eclipse has performed hundreds of projects for Polk County, Florida throughout its existence. Contracts have been performed for most divisions of Polk County, including, Natural Resources, Roadways, Facilities, Utilities, Waste Management and Solid Waste.
8. Eclipse maintains a comprehensive, written safety program which includes specialty operations such as Confined Space Entry and flammable gases control and monitoring. Eclipse also maintains personnel gas monitoring devices for entry into hazardous areas. We are currently on call by Polk County's Solid Waste Division for emergency call-out work related to valves, pumps, and entry into pump station wet wells where flammable gases exist and are required to be removed.

 **ORIGINAL**

9. Eclipse is currently on call and has been for the past three years by the Polk County Facilities Department for call out on emergency work to resolve problems with electrical control panels in their various sanitary lift stations and to replace pumps where necessary and to repair and replace sewer piping where required.

10. Eclipse is on call and has been called out on numerous occasions for trouble shooting electrical and mechanical problems by the Polk County Natural Resources Department to diagnose and repair electrical control panels, pump and piping problems.

11. Eclipse's construction functions are managed by Mr. Gerald A. Petro who has had 50 years in the construction industry, specializing in mechanical, plumbing, and electrical installations. Mr. Petro is the license holder for the mechanical and plumbing licenses for Eclipse Construction. Mr. Petro has been a resident of Polk County since the inception of Eclipse Construction in 1987 and has directed the operations of Eclipse.

12. Mr. Donald A. Niebaum is Eclipse Construction's electrical license holder and has been a direct employee, associate or consultant since Eclipse's inception in 1987. Mr. Niebaum is a master electrician with over 50 years experience in the construction industry within the trades and in management at all levels.

13. Eclipse has had the good fortune to employ a core of dedicated individuals who over the years have become versatile in many phases of construction and are not limited to the disciplines of plumbing, or mechanical or electrical. Several of our personnel are capable of trouble-shooting, repairing and operating equipment in all three categories. We deem this important in that many situations, a problem will appear of one discipline and turn out to be totally different, (i.e.: an impaired electrical problem will turn out to be a mechanical problem or vice versa). Having an individual responding to a call capable of identifying the problem, should lead to a more expeditious resolution, thus saving expenditures by Polk County.

TECHNICAL AND PERSONNEL RESOURCES				
FUNCTION	MECHANICAL	ELECTRICAL	PLUMBING	
MASTER	Gerald A Petro*	Donald Niebaum	Gerald A Petro*	
MASTER	Scott M Petro	Jason Sutton	Scott M Petro	
MASTER				
JOURNEYMAN	Bryan Wyant	Louis Calhoun	David Thorton	
JOURNEYMAN	Frank Fuller	Scott Petro	Louis Calhoun	
JOURNEYMAN	M Pyron	S Caxley	Kenny Sampson	
JOURNEYMAN	Kenny Sampson		John Grassano	
JOURNEYMAN			Bryan Wyant	
Call out Coordinators: John Grassano, Jennifer Renshaw, Scott Petro				
NAME	Years With Company	Position		
Gerald A Petro*	24	License Holder		
Donald Niebaum	24	License Holder		
Scott M Petro	17	VP Construction		
Louis Calhoun	17	Lead Electrical		
Bryan Wyant	10	Lead Mechanical		
Kenny Sampson	16	Assist Super.		
Frank Fuller	2	Journeyman		
M Pyron	2	Superintendent		
Jason Sutton	1**	On Stby.		
S Caxley	1**	On Stby.		
David Thorton	0.25	Journeyman		
John Grassano	1	Superintendent		
* Call out for consultation and supervision only				
** Used as staffing personnel as need arises				
Notes:	Eclipse is unsure of the total manpower requirements.			
	Eclipse has employed over 500 individuals in all categories of construction.			
	Personnel are available to fill any requirements for service.			
	Eclipse has office facilities of 3,000 SF and a Warehouse of 5,000 SF			
	on 5 Acres at 2930 Parkway Street Lakeland.			
	Within our warehouse tools and supplies necessary to support the project			
	are inventoried.			

Proficiency in Similar Scope Work

A. Mechanical

- a. Eclipse has just completed and is awaiting final payment for the installation of an HVAC system at Fort Jackson, SC for Clark Construction Company. Work consisted of installing a chiller, approximately 17,000 feet of piping from 1/2" to 6", all pumps, all instrumentation, all control devices, and piping and hook-ups to 220 fan coil units. Contract also included the furnishing of all valves, strainers, flow control valves, instrumentation ports and instrumentation. In addition to the above work scope, our contract also included the instrumentation and control package with a subcontract to Johnson Controls.

B. Plumbing

- a. Eclipse has installed over 100 installations of sanitary lift stations, conveyance piping, and all aspects of the sewage and drainage operations.
- b. Eclipse at Brookes Army Medical Center in San Antonio, Texas in 2010, performed a Mechanical / Plumbing project at the existing hospital facility. Work included demolition of all HVAC, plumbing and medical gas piping in one section of the building and re-routed all piping and HVAC to a new facility. Equipment and duct was moved and the HVAC was balanced. All medical gas was tested and recertified. Plumbing lines and fixtures were re-installed and placed in working order. Reference: Steve Stone on Eclipse's reference sheet.)
- c. Polk County Facilities has utilized Eclipse's expertise on emergency call out services for approximately 3 years to repair sanitary functions at their pump stations. Call outs have totaled at least 30 each with some lasting weeks for modifications.

C. Electrical

- a. Polk County Natural Resources. During the installation and modifications to the various lift stations, Eclipse not only installed the pumps, but in some cases, actually fabricated the control panels with all internal components as well as the auxiliary equipment to provide a complete operating plant. In addition to the pump station regular 110 volt service was provided at receptacles and all work inspected per code requirements.
- b. Eclipse has vast experience in the control circuits for emergency generator as it relates to stand-by operations with functions of the automatic transfer switch and circuits to insure proper operation. We envision an emergency call out due to a generator failure requiring knowledge of the generator operations.



ORIGINAL

c. Eclipse's experience has ranged from relocating a 2,000 amp transformer service for Tampa Bay Water to repairing a lighting circuit in a residential home.

d. Eclipse has been called out by Polk County Facilities and by Natural Resources for electrical repairs to control panels and modifications to electrical systems within the control panels. Approximately 40 such call outs have been performed.

REFERENCE SHEET

1. Brent Barnett – Polk County Facilities - Phone # 863-581-0178
brentbarnett@polk-county.net

- a. Ave G Lift Station Emergency Call Out. Two year span. Called out approximately 30 times. Re-built pump station and finally resolved perplexing problem with station by uncovering and removing obstructions.
- b. Emergency Call Out. Solid Waste Department Pump Station. Two stations, pump replacement and electrical float problems.
- c. Emergency Call outs at the following stations.
 - i. Babson Park
 - ii. Sheriff Station on Thompson – Nursery Rd.
 - iii. Carter Road Park
 - iv. Sniveley Road Pump Station
 - v. Fort Meade Pump Station
- d. Work included in the above ranged from replacing circuit boards in the control panels, to pump replacement and piping modifications. Replacing floats and level controlling devices are a common problem.

2. Jay Jarvis – Polk County Natural Resources – Phone # 863-534-7377
jayjarvis@polk-county.net

- a. Eclipse has been performing work for Natural Resources for about 10 years. Work performed varied from all types of disciplines including Electric.
- b. Eclipse has been called out to trouble shoot several storm water pump stations having electrical, float or flow problems. All call outs were performed efficiently and successfully.

3. Kory Kreul – Clark Construction Company – Phone # 407-702-8666
Kory.kreul@clarkconstruction.com

Performed work at Robert E Lee Middle School in Orlando, Florida including Sanitary Service.

4. Norm Anderson – AECOM – Phone # 904-381-9645
Norman.anderson@aecom.com

Numerous contracts performed over the years in all disciplines.

5. Steve Stone – Clark Construction – Phone # 813-477-4262
Steve.stone@clarkconstruction.com

Reference is for the most recent performed project at Fort Jackson, SC on the HVAC contract described in Tab 4 of this RFP Binder.

 ORIGINAL

Complaints / Business Violations

To the best of our knowledge, there are no registered complaints or business violations on file with the State of Florida Department of Professional Regulations, Polk County Building Division, and any / all local municipality Building Division / Department for or against Eclipse Construction Company.



ORIGINAL

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Electrical, Mechanical, and Plumbing Contractors

SOLICITATION NO.: 12-018 PROJECT NAME: For Facilities Management Division

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Eclipse Construction Company
Signature: _____ Title: Owner's Representative Date: 12/7/11

STATE OF: Florida
COUNTY OF: Polk

The foregoing instrument was signed and acknowledged before me this 7th day of December, 2011,
by Gerald A. Petro who has produced

(Print or Type Name)

Personally known as identification.
(Type of Identification and Number)

Jennifer N. Renshaw
Notary Public Signature

Jennifer N. Renshaw
Printed Name of Notary Public

00748670 / January 15, 2012
Notary Commission Number/Expiration



 ORIGINAL

Exhibit "B"

Service Work Hourly Rate Plumbing			
Regular Working Hours 7:00 AM - 5:30 PM			
Master	Journeyman	Apprentice	Helper
\$ 70	\$ 58	\$ 46	\$ 32
Overtime Working Hours 5:30 PM - 7:00 AM			
Master	Journeyman	Apprentice	Helper
\$ 105	\$ 87	\$ 69	\$ 48
Saturday Working Hours 5:30 PM Friday - 12:00 AM Sunday			
Master	Journeyman	Apprentice	Helper
\$ 105	\$ 87	\$ 69	\$ 48
Sunday Working Hours 12:00 AM Sunday - 7:00 AM Monday			
Master	Journeyman	Apprentice	Helper
\$ 140	\$ 116	\$ 92	\$ 64
Holiday Working Hours 5:30 PM Prior Night - 7:00 AM of Day After			
Master	Journeyman	Apprentice	Helper
\$ 140	\$ 116	\$ 92	\$ 64
Material Mark-up from wholesale rates (%)			15%

Eclipse Construction Company
Vendor Name

 ORIGINAL



State of Florida
*Minority, Women &
Service-Disabled Veteran*
Business Certification

Eclipse Construction Company

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

08/03/2011 to 08/03/2013

John P Miles, Secretary

Florida Department of Management Services
Office of Supplier Diversity



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY
2930 PARKWAY STREET
LAKELAND FL 33811

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA AC# 5113218
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC045221 08/23/10 108043918

CERTIFIED GENERAL CONTRACTOR
PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY

IS CERTIFIED under the provisions of Ch. 489
Expiration date: AUG 31, 2012 L100823015

DETACH HERE

AC# 5113218

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10082301505

DATE	BATCH NUMBER	LICENSE NBR
08/23/2010	108043918	CGC045221

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY
2930 PARKWAY STREET
LAKELAND FL 33811

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY
2930 PARKWAY STREET
LAKELAND FL 33811

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STATE OF FLORIDA AC# 5113319
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CMC056254 08/23/10 108043930

CERTIFIED MECHANICAL CONTRACTOR
PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY

IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2012 L10082301606

DETACH HERE

AC# 5113319

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10082301606

DATE	BATCH NUMBER	LICENSE NBR
08/23/2010	108043930	CMC056254

The MECHANICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY
2930 PARKWAY STREET
LAKELAND FL 33811

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY
2930 PARKWAY STREET
LAKELAND FL 33811

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STATE OF FLORIDA AC# 5113474
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CUC056967 08/23/10 108043931
 CERT UNDERGROUND & EXCAV CNTR
 PETRO, GERALD ARTHUR
 ECLIPSE CONSTRUCTION COMPANY
 IS CERTIFIED under the provisions of Ch.48
 Expiration date: AUG 31, 2012 L100823017

DETACH HERE

AC# 5113474

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10082301761

DATE	BATCH NUMBER	LICENSE NBR
08/23/2010	108043931	CUC056967

The UNDERGROUND UTILITY & EXCAVATION CO
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2012

PETRO, GERALD ARTHUR
 ECLIPSE CONSTRUCTION COMPANY
 2930 PARKWAY STREET
 LAKELAND FL 33811

CHARLIE CRIST
 GOVERNOR

CHARLIE LIEM
 SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY
2930 PARKWAY STREET
LAKELAND FL 33811

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STATE OF FLORIDA AC# 5112952
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CFC057018 08/23/10 108043911

CERTIFIED PLUMBING CONTRACTOR
PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY

IS CERTIFIED under the provisions of Ch. 489 FS
 Expiration date: AUG 31, 2012 LI0082301243

DETACH HERE

AC# 5112952

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10082301243

DATE	BATCH NUMBER	LICENSE NBR
08/23/2010	108043911	CFC057018

The **PLUMBING CONTRACTOR**
 Named below IS **CERTIFIED**
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2012

PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY
2930 PARKWAY STREET
LAKELAND FL 33811

CHARLIE CRIST
 GOVERNOR

CHARLIE LIEM
 SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY
2930 PARKWAY STREET
LAKELAND FL 33811

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STATE OF FLORIDA AC# 5113509
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

PCC056699 08/23/10 108043916

CERT POLLUTANT STORAGE SYS CONTR
PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY

IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG. 31, 2012 L100823017

DETACH HERE

AC# 5113509

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10082301796

DATE	BATCH NUMBER	LICENSE NBR
08/23/2010	108043916	PCC056699

The POLLUTANT STORAGE SYSTEMS CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

PETRO, GERALD ARTHUR
ECLIPSE CONSTRUCTION COMPANY
2930 PARKWAY STREET
LAKELAND FL 33811

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 5019302

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L10070101470

DATE	BATCH NUMBER	LICENSE NBR.	FILE STATE
07/01/2010	106009776	EC0001680	

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 488, FS
Expiration date: AUG 31, 2012

NIEBAUM, DONALD A
ECLIPSE CONSTRUCTION COMPANY
7044 WILLOW RUN LOOP
LAKELAND FL 33813

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

STATE OF FLORIDA
 DEPARTMENT OF FINANCIAL SERVICES
 DIVISION OF STATE FIRE MARSHAL
 TALLAHASSEE, FLORIDA
 CERTIFICATE OF COMPETENCY



THIS CERTIFIES THAT: GERALD A PETRO
 2930 PARKWAY STREET
 LAKE LAND, FL 33811-

BUSINESS ORGANIZATION: ECLIPSE CONSTRUCTION COMPANY

CONTRACTOR V MEANS A CONTRACTOR WHOSE BUSINESS IS LIMITED TO THE EXECUTION OF CONTRACTS REQUIRING THE ABILITY TO FABRICATE, INSTALL, INSPECT, ALTER, REPAIR, AND SERVICE THE UNDERGROUND PIPING FOR A FIRE PROTECTION SYSTEM USING WATER AS THE EXTINGUISHING AGENT BEGINNING AT THE POINT THE PIPING IS USED EXCLUSIVELY FOR FIRE PROTECTION AND ENDING NO MORE THAN ONE FOOT ABOVE THE FINISHED FLOOR.

Chief Financial Officer

Alex Sink

07	01	2010	09	15	Polk	83308500012006	0718810536	150.00	06	30	2012
Issue Date		Type	Class	County		License/Permit Number	Application #	Taxes & Fees	Expire Date		

RECEIVED
 JUN 30 2010

BY:

THE NATIONAL BOARD
OF
BOILER & PRESSURE VESSEL INSPECTORS
Certificate of Authorization



This is to certify that

ECLIPSE CONSTRUCTION COMPANY
2930 PARKWAY STREET
LAKELAND, FLORIDA 33811 UNITED STATES

is authorized to use the "R" SYMBOL in accordance with the provisions of the National Board.

The scope of Authorization is limited as follows:

METALLIC REPAIRS AND/OR ALTERATIONS AT THE ABOVE LOCATION AND EXTENDED FOR FIELD REPAIRS AND/OR ALTERATIONS CONTROLLED BY THIS LOCATION

CERTIFICATE NUMBER: R-8014

ISSUE DATE: MARCH 1, 2010

EXPIRATION DATE: MARCH 1, 2013

Executive Director

A handwritten signature in black ink, appearing to be 'D. J. ...'.

RECEIVED
MAR 05 2010

NB 243 Rev. 4

BY:



THANK YOU FOR SUPPORTING ECONOMIC DEVELOPMENT

Where Innovation Drives Economic Growth!

Local county business taxes are used by the Polk County Board of County Commissioners to support Central Florida Development Council of Polk County (CFDC) initiatives, activities and programs.

For more on economic development in Polk County visit: www.CFDC.org

**Central Florida
Development Council**
of POLK COUNTY, FLORIDA



POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 30720

CLASS: B

EXPIRES: 9/30/2012

OWNER NAME
PETRO, GERALD ARTHUR

LOCATION
2930 PARKWAY ST
LAKELAND

BUSINESS NAME AND MAILING ADDRESS

ECLIPSE CONSTRUCTION COMPANY
GERALD ARTHUR PETRO
PO BOX 5805
LAKELAND, FL 33807

CODE	ACTIVITY TYPE
230087	CONTRACTOR ELECTRICAL
230150	CONTRACTOR GENERAL
230170	CONTRACTOR MECHANICAL
230190	CONTRACTOR PLUMBING
230200	CONTRACTOR POLLUTANT STORAGE

PROFESSIONAL LICENSE (IF APPLICABLE)
CGC046221
CMC058254



OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

**THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE
CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION**

PAID-4013522.0003-0003 12/06/2011 12/06/2011 CAM 429 79.30 ECLIPSE CONST. CO/ADA, INC

Fran McAskill
 Director
 Procurement Division



330 West Church Street
 P.O. Box 9005, Drawer AS05
 Bartow, Florida 33831-9005
 Phone: (863) 534-6757
 Fax: (863) 534-6789
 www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost		
A.	Regular Copying	
	Letter size documents	Single Side \$ 0.10/page Double Sided \$ 0.15/sheet
	Legal Size documents	\$ 0.10/page \$ 0.15/sheet
	11" X 17" documents	\$ 0.15/page \$ 0.20/sheet
	14" X 18" documents	\$ 0.25/page \$ 0.30/sheet
	Other Sizes.....	\$ 0.15/sq. ft.
	Color Reproductions, all sizes	\$ 1.00/page
B.	Plotter Prints – Paper (B/W Color)	
	Letter Size	\$ 1.00/page
	Legal Size.....	\$ 1.50/page
	11" X 17"	\$ 2.00/page
	24" X 36"	\$ 6.00/page
	Other Sizes.....	\$ 1.00/sq. ft.
C.	Plotter Prints – Mylar	
	Letter Size	\$ 3.00/page
	Legal Size.....	\$ 4.50/page
	11" X 17"	\$ 6.00/page
	24" X 36"	\$18.00/page
	Other Sizes.....	\$ 3.00/sq. ft.
D.	Plotter Prints – Vellum	
	Letter Size	\$ 2.00/page
	Legal Size.....	\$ 3.00/page
	11" X 17"	\$ 4.00/page
	24" X 36"	\$12.00/page
	Other Sizes.....	\$ 2.00/sq. ft.
E.	Blueline Prints 24"X36"	\$ 1.00/sheet
	Blueline Prints, other sizes	\$ 0.15/sq. ft.
F.	Reproduction Mylar	\$ 1.00/sq. ft.
	Reproduction – Presentation Dizado paper	\$ 1.00/sq. ft.
2. Facsimile (FAX) Costs		
A.	Local	Non-reimbursable
B.	Non-Local	\$ 0.50/page
3. Subcontractor Services Actual Costs		
4. Special Consultants Actual costs		

- | | | |
|---|--|------------------|
| 5. Telecommunications | | |
| A. Local | | Non-reimbursable |
| B. Non-Local | | Actual Costs |
| 6. Computer Services | | Non-reimbursable |
| 7. Travel Expenses | In accordance with Chapter 112.061, F.S. | |
| 8. Postage, Fed Express, UPS | | Actual Costs |
| 9. Computer Disk Copies, CD Rom, Tapes | | Actual Costs |
| 10. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | | Actual Costs |



Policy Number:

Date Entered: 03/19/2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2012

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

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

PRODUCER WorkComp Solutions, Inc. P.O. Box 24987 Lakeland, FL 33802	CONTACT NAME: PHONE (A/C, No, Ext): (863) 646-4642 FAX (A/C, No): (863) 646-3521 E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Bridgefield Employers Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Eclipse Construction Company P.O. Box 5805 Lakeland, FL 33807		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 N	N/A	0830-47230	02/01/2012	02/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

30 Day Notice of Cancellation Applies
Waiver of subrogation in favor of Polk County, a political subdivision of the State of Florida
Waiver of subrogation attached.

CERTIFICATE HOLDER Polk County, a political subdivision of the State of Florida 330 West Church Street Bartow, FL 33830	CANCELLATION 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 Darrell J. Mills
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

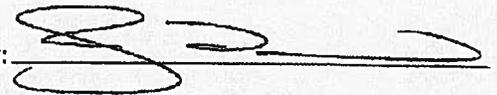
Date Prepared: December 1, 2011

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: February 1, 2012

Policy Number: 830-47230

Countersigned by:

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

Insured: Eclipse Construction Company

WC 00 03 13 (Ed. 4-84)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: J4

DATE (MM/DD/YYYY)

03/19/12

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

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

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Michael Pyle	386-252-9601	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ECLIP-5	FAX (A/C, No):
	386-239-5729		
INSURED ECLIPSE CONSTRUCTION COMPANY PO BOX 5805 LAKELAND, FL 33807	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Westfield Ins Co		24112
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

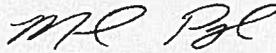
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CMM5696065	02/01/12	02/01/13	EACH OCCURRENCE \$ 1,000,00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,00
	<input checked="" type="checkbox"/> PER PROJECT AGG						PERSONAL & ADV INJURY \$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,00
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,00
							\$
A	AUTOMOBILE LIABILITY			CMM5696065	02/01/12	02/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS			\$			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CMM5696065	02/01/12	02/01/13	EACH OCCURRENCE \$ 4,000,00
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,00
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CMM5696065	02/01/12	02/01/13	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			CMM5696065	02/01/12	02/01/13	RENTED EQ 250,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: PLUMBING REPAIR AND MAINTENANCE AGREEMENT. CERTIFICATE HOLDER IS ADDITIONAL INSURED ON THE GENERAL LIABILITY, INCLUDING COMPLETED OPERATIONS, AND ON THE AUTO LIABILITY AND A WAIVER OF SUBROGATION APPLIES ON THE GENERAL LIABILITY POLICY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA 330 W CHURCH ST BARTOW, FL 33831	POLKC01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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