



ICN: 11171-2

HEAVY VEHICLE RENOVATION3950 Tiger Bay Road, Daytona Beach, Florida 32124
mbishop@pride-enterprises.org 813.890.6577**Customer:** Clearwater Police Department
645 Pierce Place
Clearwater, Florida 33756**Contact:** Lt. S. Baginski
Phone: 727.562.4119
Email: steven.baginski@myclearwater.com**Make:** LDV Freightliner
Model: MT55
Year: 2011**Tag:** _____
VIN: _____
Mileage: _____**CONTRACTUAL PROVISIONS**

Customer acknowledges that this contract constitutes the entirety of the work to be completed and that it supersedes all previously issued contracts, revisions, addendums, and verbal agreements. Goods and services not listed in this contract will not be provided unless and until agreed upon in writing by the parties in an addendum contract. This contract is valid for **sixty (60) days** from the date of execution indicated by the signature date of the PRIDE HVR Manager below. PRIDE HVR makes no guarantees, expressed or implied, as to the completion or delivery date of contracted projects. As such, delivery dates are estimates only and subject to change. Production scheduling is dependent upon the obtainability of parts and materials, institutional matters beyond PRIDE HVR's control, and unexpected complications in the fabrication or renovation process. Emergency vehicle projects take precedence in scheduling which may also affect the completion and delivery dates of other projects.

REFURBISH LDV MOBILE COMMAND CENTER**ADMINISTRATION**

- Comprehensive inspection upon arrival. Irregularities and concerns documented and communicated to customer.
- Schedule Project Management Reviews "PMR" as needed.
- Quality Assurance Inspection upon completion of contracted work.
- Furnish equipment operational manuals.
- Provide Customer with training on vehicle and equipment usage at the time of delivery.

GENERAL

- Customer to provide one (1) 2011 18' LDV Freightliner Box Truck for the refurbishment process.
- Conversion will be completed according to the customer-provided drawings.

EXTERIOR

- Install one (1) white 11k BTU high-efficiency non-ducted roof-mounted A/C unit with heat strip over the rear room. Installation shall include a wall-mounted digital thermostat.
- Install one (1) 8kW Cummins Onan Quiet Diesel Series generator in the existing generator compartment.

- i. Installation includes remote start/stop switch and plumbing to the vehicle's fuel supply.
 - ii. Modifications to the existing generator compartment and power system may be required with the generator upgrade. If modifications are required, any additional associated costs will be addressed in an addendum prior to the commencement of work.
- c. Install one (1) 50-ampere shore power inlet on the driver side of the vehicle.
 - i. Installation shall include an automatic transfer switch and 50' shore power cord.

INTERIOR - CAB

- a. Purchase or fabricate and install a two-position swivel mount for the driver's seat.
- b. Purchase or fabricate and install pull-down shades to the cover the windshield.

INTERIOR - FRONT ROOM

- a. General.
 - i. Remove upper half of the passenger side dividing wall (between workstation and galley area). Dividing wall shall be flush with the workstation countertop. Cover modified dividing wall in laminate of similar color and style to the existing and remaining countertops.
 - ii. Purchase and install Whelen Super-LED red/white changeable lights to provide adequate lighting for the vehicle's intended use.
 - iii. Install connectivity ports at each workstation to ensure stations are interactive with each other, the monitors, and the printer.
- b. Driver Side.
 - i. Remove filing cabinet and bench seat closest to the cab area.
 - ii. Modify existing table to create and "L-shaped" workstation countertop.
 - a. The extension shall measure 16" in depth and approximately 5' in length.
 - b. The new workstation countertop shall be covered in laminate of similar color and style to the existing and remaining countertops.
 - iii. Purchase and install one (1) 60" Samsung LED HDTV (or equivalent) on the wall. Installation shall include all wiring and connectivity (coax, HDMI, USB, etc.) to ensure monitors are interactive with all other monitors in the vehicle.
 - iv. Install two (2) 120VAC outlets with USB chargers, one (1) at each workstation.
- c. Passenger Side.
 - i. Purchase and install two (2) 32" Samsung LED HDTVs (or equivalent) on the wall centered between the three workstations. Installation shall include all wiring and connectivity (coax, HDMI, USB, etc.) to ensure monitors are interactive with all other monitors in the vehicle.
 - ii. Install three (3) 120VAC outlets with USB chargers, one (1) at each workstation.
 - iii. Purchase and install one (1) laser printer/copier on the countertop above the refrigerator.
 - iv. Purchase and install in the upper cabinet above the printer one (1) matrix switch to connect all the workstations and printer installed in the vehicle.

d. Restroom.

- i. The existing restroom will not be modified.

e. Rear Wall.

- i. Design, fabricate, and install one (1) door (approximately 26"-28" in width) between the front and rear rooms.
 1. The door shall be designed similar to the existing bathroom door.
 2. The door shall feature a tinted Plexiglass pass-through window.

INTERIOR – REAR ROOM

a. General.

- i. Purchase and install Whelen Super-LED red/white changeable lights to provide adequate lighting for the vehicle's intended use.
- ii. Install connectivity ports at each workstation to ensure stations are interactive with each other, the monitors, and the printer.

b. Driver Side.

- i. Design, fabricate, and install one (1) wall-to-wall bench seat.
 1. The base shall be covered in white textured fiberglass FRP panels.
 2. The seats shall be upholstered in black vinyl to match the existing seats.
 3. The seats shall be hinged and supported by gas shocks to provide access to the storage area underneath.
- ii. Design, fabricate, and install one (1) wall-to-wall upper cabinet.
 1. The cabinet shall be covered in white textured fiberglass FRP panels.
 2. Cabinet doors shall be covered in laminate of similar color and style to the existing and remaining countertops.
 3. Cabinet doors shall be positive-latching top-hinged and supported by gas shocks.

c. Passenger Side.

- i. Design, fabricate, and install a wall-to-wall workstation countertop (approximately 16" in depth).
 1. The new workstation countertop shall be covered in laminate of similar color and style to the existing and remaining countertops.
- ii. Purchase and install one (1) white dry-erase board over the workstation countertop.
- iii. Install one (1) 120VAC outlet with USB chargers at the countertop.
- iv. Install connectivity ports at each workstation to ensure stations are interactive with each other, the monitors, and the printer.

d. Rear Doors.

- i. Remove the loading ramp.

CUSTOMER AGREEMENTS – PLEASE READ

The removal of windshields, back glass, quarter glass, and reveal molding carries the inherent risk of breakage. Customer agrees to hold harmless PRIDE HVR for glass breakage during the removal process – if applicable – and acknowledges that liability for breakage, and additional costs of replacement, rests solely with Customer if this service is requested.

Sometimes, worn, broken, or damaged parts or materials are obscured or not evident upon initial evaluation. This contract is based on PRIDE HVR's assessment of project details provided by Customer (typically photographs) prior to the creation of the contract. Therefore, Customer agrees that this contract does not cover additional costs or repairing or replacing latent damages or defects only discoverable after work has been started. As such, quotes on parts, labor, and services are current, but subject to change.

Customer agrees that equipment, parts, materials, appliances, hardware, etc. removed during the renovation process will be discarded unless otherwise specified in writing by Customer prior to completion of work.

Indemnification Clause: PRIDE Enterprises has extended sovereign immunity under section 946.5026 and 768.28, Florida Statutes, and, therefore, as a matter of Florida law, cannot agree to any indemnification or hold harmless clauses in any contract with a private company or individual. In addition, the state of Florida will not allow an additional insured on PRIDE's coverages, nor will the State include a waiver of subrogation in favor of any private company or individual.

Warranty: One (1) year for paint. One (1) year for craftsmanship. Parts and materials per existing manufacturer's warranty.

Terms are **NET THIRTY (30)** from the date of invoice.

PRIDE HVR is a "secured" facility that does not permit any type of communications equipment, firearms, or weapons on the premises. Customer agrees to remove everything, up to and including, all communications equipment, firearms, and weapons from the vehicle(s) prior to transfer to PRIDE HVR. PRIDE HVR is not responsible for property left in vehicle(s) and such items may be discarded upon entry in the secured facility.

By signing below or by submitting any written or electronic authorization, payment, deposit, or purchase order, Customer authorizes PRIDE HVR to perform the scope of work specified herein and agrees to abide by and be bound to the terms and conditions above. PRIDE HVR's commencement of work shall not constitute acceptance of any additional or different terms and conditions proposed by Customer not previously agreed to in writing, and PRIDE HVR's failure to object to provisions contained in any document generated by Customer shall not be construed as a waiver by PRIDE HVR of PRIDE HVR's terms and conditions or an acceptance of any terms and conditions of Customer not previously agreed to in writing, which are hereby rejected by PRIDE HVR.

Signature of Customer (Authorized Agent): _____

Date: _____

Signature of PRIDE HVR Manager: _____

Date: 3-23-21



Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank Hibbard
Mayor

By:

William B. Horne II
City Manager

Approved as to form:



Matt Smith
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk