

## AGREEMENT TO DESIGN AND FURNISH RELAYS AND PANELS – DEARMIN AND WATER PLANT SUBSTATIONS

THIS AGREEMENT TO DESIGN AND FURNISH RELAYS AND PANELS – DEARMIN AND WATER PLANT SUBSTATIONS (Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”), and **POWERSERVE TECHNOLOGIES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 65-0618324) (“Contractor”).

### R E C I T A L S :

**WHEREAS**, on April 29, 2025, City issued an Invitation to Bid (“ITB”) for the design and provision of relays and panels for its Dearmin and Water Plant electric substations, ITB No.: ELE/250610 (the “Solicitation”); and

**WHEREAS**, a total of four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Powerserve Technologies, Inc. was found to be the lowest; and

**WHEREAS**, Powerserve Technologies, Inc. was chosen as the intended awardee to design and furnish relays for the City’s Dearmin and Water Plant substations (the “Project”); and

**WHEREAS**, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

### T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City’s Solicitation for the Project and the quote submitted by Contractor in response to same (the “Solicitation Documents”). Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-5)
- Exhibit B: Technical Specifications (B-1 through B-7)
- Exhibit C: Price Proposal (C-1)
- Exhibit D: Contractor Documentation (D-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B then (3) Exhibit C, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents.

4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **TWO HUNDRED NINETY-EIGHT THOUSAND, THREE HUNDRED SEVENTY-TWO AND 38/100 DOLLARS (\$298,372.38)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the unit pricing schedule in **Exhibit C – Price Proposal** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
  - A. **Monthly Progress Payments:** Payment will be made upon completion of delivery as stated herein and submission of invoices in duplicate at set forth herein. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.
  - B. **Project Schedule and Progress Reports.** Immediately upon receipt of the purchase order, the Contractor shall submit electronically for review a production schedule and payment schedule indicating the pro rata amount of the lump sum that will be invoiced for each item of the equipment to be furnished.
  - C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Invoices shall show the price agreed upon for the equipment, and the related purchase order numbers. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Electric Utility, Attn: Robert Whitehead, 1805 NE 30<sup>th</sup> Avenue, Bldg. 400, Ocala, Florida 34470**, E-Mail: [rwhitehead@ocalafl.gov](mailto:rwhitehead@ocalafl.gov).
  - D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
  - E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
  - F. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
  - G. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
  - H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
  - A. **All items must be received by the City of Ocala's Electric Utility Warehouse, located at 1805 NE 30<sup>th</sup> Avenue, Bldg. 700, Gate 5, Ocala, FL 34470, no later than JANUARY 1, 2026.**
  - B. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
  - C. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
  - D. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
6. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
7. **PERFORMANCE AND PAYMENT BOND.** Contractor shall furnish a certified and recorded Performance and Payment Bond in the amount of **TWO HUNDRED NINETY-EIGHT THOUSAND, THREE HUNDRED SEVENTY-TWO AND 38/100 DOLLARS (\$298,372.38)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
8. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
  - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
9. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
- A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
10. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
  - (2) Contractor provides material that does not meet the specifications of the Agreement;
  - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
  - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to

Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
- (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) placing a claim against the performance bond, or (iii) any other remedy as provided by law.

D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1)** year from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1)** year from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

12. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

13. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

14. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:

- A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in



scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

- B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
- C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
- C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
- E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.

- F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
  - G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
16. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
17. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
  - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
18. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
19. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work.
20. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

21. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
  - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
  - C. Policy must include coverage for contractual liability and independent contractors.
  - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
22. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
- A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
  - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
  - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
23. **ADDITIONAL INSURANCE REQUIREMENTS.**
- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
  - B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.
  - C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable)**



**prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- D. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
  - E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).
  - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
  - G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
  - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
  - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and

responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
29. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
30. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
31. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
32. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

33. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
34. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
35. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.gov](mailto:clerk@ocalafl.gov); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

36. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

37. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
38. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.
39. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
40. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
41. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
42. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
43. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
44. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile

transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Powerserve Technologies, inc. Attention: J. Tony Oruga, P.E. 15074 Park of Commerce Blvd., #4 Jupiter, Florida 33478 Phone: 561-840-1441 E-mail: <a href="mailto:aoruga@powerservetech.com">aoruga@powerservetech.com</a>
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: <a href="mailto:notices@ocalafl.gov">notices@ocalafl.gov</a>
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: <a href="mailto:wsexton@ocalafl.gov">wsexton@ocalafl.gov</a>

45. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
46. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.



47. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the state of Florida.
48. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
49. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
50. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
51. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
52. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
53. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
54. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
55. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
56. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

57. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on \_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Kristen Dreyer  
City Council President

**Approved as to form and legality:**

**POWERSERVE TECHNOLOGIES, INC.**

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
(Title of Authorized Signatory)

**BACKGROUND**

1. Contractor shall design and furnish relays and panels supporting the Dearmin and Water Plant substations.
2. The relays and panels shall be fabricated and furnished completely, with all protection and control equipment mounted and wired in accordance with these specifications and the information provided in the Contract Documents. Contractor shall design and furnish relay panels complete with specified devices, terminal blocks, fuse blocks, fuses, and internal wiring, ready for installation. Contractor shall provide engineered substation drawings associated with furnished relay panels, including AC single and three-line diagrams, AC/DC elementary, and CT/PT elementary. The City shall wire all external wiring noted on the engineered drawings.

**DELIVERY**

1. All items must be received by the City of Ocala's Electric Utility Warehouse located at, 1805 NE 30<sup>th</sup> Avenue, Bldg. 700, Gate 5, Ocala, FL 34470, no later than **January 1, 2026**.
2. Delivery will be F.O.B. designated site, prepaid and allowed, as directed by the City of Ocala, and set forth herein. *The articles to be furnished hereunder shall be delivered. The supplier pays all transportation charges to the destination.*
3. City, County, and Florida Department of Transportation road-use permits, and any other permits or licenses required for the work shall be obtained by the Contractor at their own expense. Special arrangements for traffic control, escorts, or other support services shall also be provided at the Contractor's expense.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by transportation operations. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. The City of Ocala will inspect the electrical equipment upon its arrival. If it is found to be defective or not in conformity with the requirements set out **Exhibit B – Technical Specifications**, the City of Ocala reserves the right to reject such equipment. Acceptance of delivery from the carrier shall not constitute acceptance of the equipment.
6. Relays and panels must be delivered with all manufacturers' tags and labels intact. Contractor must handle and store the equipment to prevent damage to the units. Units shall be tagged with the applicable substation's name (Dearmin / Water Plant Substation) and panel number. Panels delivered in broken, damaged, or unlabeled condition will not be accepted.
7. Scheduling of all deliveries shall be coordinated with the City Project Manager.

**PROJECT SUMMARY, DELIVERABLES AND HOURS**

1. **Project Requirements:** Work shall conform to the applicable requirements of all Federal, State, and local agencies having jurisdiction and the applicable provisions of the latest edition of the following standards, except as modified herein.
  - a. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE):

- i. C2 – National Electrical Safety Code (NESC)
    - ii. C37.20 – Switchgear Assemblies Including Metal-Enclosed Bus
  - b. National Fire Protection Association (NFPA)
    - i. 70 – National Electrical Code (NEC)
- 2. **Project Summary:** Contractor shall perform the following services for the City of Ocala:
  - a. The workmanship, design, and materials shall be of the highest quality and most suitable for the application. The materials and equipment shall be new, of proven manufacture, and free of defects. The design shall provide maximum mechanical and electrical strength, incorporating ample safety factors.
  - b. The relay panel layout and assembly drawings for the Dearmin and Water Plant substation panels outline the general layout of the relay panels, devices, and equipment within the scope of this project section, as well as the design and function of each associated circuit.
  - c. Contractor shall endeavor to coordinate significant and minor design changes with the Project Manager to ensure accurate alignment and structural stability within the control house design.
- 3. **Deliverables:** Contractor shall submit the following within **sixty (60) days** of Notice to Proceed (NTP) and before initiating fabrication. The number of copies shall be as specified in **Exhibit B – Technical Specifications**. Shop drawings shall also be submitted within the time stated in Exhibit B and shall include:
  - a. **Process & Fabrication Submittals:**
    - i. Contractor shall submit their preparation and finished process to the City Project Manager for review.
    - ii. Catalog cuts of any miscellaneous devices, switches, etc., NOT included in the materials listed in **Exhibit C – Relay Parts List**.
  - b. **Shop Drawings** - The following drawings shall be included with these specifications for each relay panel:
    - i. Current relay panel layout and assembly drawings.
    - ii. Current relay panel wiring diagrams, DC schematics, one line drawings, and all other associated existing drawings.
  - c. **Shop Drawing Submittals** - Contractor shall submit new engineered shop drawings for the control and relay panels to the City of Ocala's Project Manager, Robert Whitehead [rwhitehead@ocalafl.gov](mailto:rwhitehead@ocalafl.gov), Matt O'Cull [mocull@ocalafl.gov](mailto:mocull@ocalafl.gov), Zach Sieg [zsieg@ocalafl.gov](mailto:zsieg@ocalafl.gov), or Chance Strickland [cstrickland@ocalafl.gov](mailto:cstrickland@ocalafl.gov) for final approval before panel fabrication, including but not limited to the following:
    - i. Fabrication drawings, including front, side, and rear views, dimensions, and deviations from the design drawings.
    - ii. Catalog cuts of any miscellaneous devices, switches, etc., not included on the materials listed in Exhibit C – Relay Parts List.
    - iii. New relay panel wiring diagrams and all associated DC elementaries.

- iv. New one lines and AC diagrams.
- v. New CT and PT elementaries.
- vi. New add/demo engineered drawings for the replacement of the substation RTU with the utility supplied SEL 3530 and SEL 2440 equipment.
- vii. No equipment shall be manufactured before final approval comments are returned to the panel fabricator.

d. **Manufacturer's Literature:**

- i. The panel fabricator shall submit the manufacturer's literature for control and relay panel components, devices, switches, etc., to the Ocala Project Engineer for review.
- ii. Upon project completion, two (2) complete copies of the manufacturer's literature for control and relay panel components, devices, switches, etc., shall be delivered to the City Project Manager for record purposes.

e. **Instruction Books:**

- i. The instruction book or the operation and maintenance manual shall provide protective relay instruction books (with spare parts leaflets) and a complete description, including the original manufacturer's catalog or part numbers, for all components, including, without limitation, relays, switches, coils, fuses, breaker mechanism components, and all other parts that might have to be replaced in the device's regular operation.
- ii. Before the project's final acceptance, two (2) bound sets of instruction books covering all devices furnished under this specification section shall be submitted to the Ocala Project Manager for record purposes.

f. **As-Built Drawings:**

- i. Two complete copies of the "as-built" or "record" drawings, corrected according to shop drawings, review comments, approval modifications, or changes, shall be submitted to the Ocala Project Engineer for final installation purposes. In addition, once the project is complete, a CD containing the drawing files compatible with AUTOCAD shall also be delivered to the Ocala Project Engineer.

4. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide a 48-hour advance notice to the City Project Manager for work outside normal shift hours. The City may decline the request.

## CONTRACTOR EMPLOYEES AND EQUIPMENT

- 1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
- 2. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
- 3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by



the other of any complaints received.

4. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must display a visible company name/logo on the outside of the vehicle.

### **CITY OF OCALA RESPONSIBILITIES**

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
  - A. Access to City buildings and facilities to perform the work.
  - B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
  - C. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

### **CONTRACTOR RESPONSIBILITIES**

1. Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable state and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be performed in compliance with all requirements and instructions of applicable manufacturers.
4. If Contractor is advised to leave a property by the property owner or their representative, Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. Data collected by Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
6. Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

**SAFETY**

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

**WARRANTY**

1. Contractor will provide a one-year material and labor warranty from the date of completion, against operational failure caused by defective design, material and workmanship which occurs during normal use.
2. The warranty period shall begin once the City accepts the total project and shall cover the replacement of equipment and/or repair, including labor, travel time, and miscellaneous expenses, at no cost to the City of Ocala for the entire warranty period.
3. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

**INVOICING**

1. All original invoices will be sent to: Robert Whitehead, Project Manager, Ocala Electric Utility, 1805 NE 30th Ave, Bldg. 400 Ocala, FL 34470, email: [rwhitehead@ocalafl.gov](mailto:rwhitehead@ocalafl.gov)
2. Immediately upon receipt of the purchase order, the Contractor shall submit electronically for review a production schedule and a payment schedule indicating the pro rata amount of the lump sum bid that will be invoiced for each item of equipment to be furnished. Payment will be made upon completion of delivery as stated herein and submission of invoices in duplicate as set forth herein.
3. The invoice (s) shall show the price agreed upon for the equipment. Invoice(s) must show Purchase Order number(s).
4. Contractor will invoice at least once a month.

**GENERAL SPECIFICATIONS**

1. This Exhibit B – Technical Specifications supplements the Scope of Work for Relays and Relay Control Panels, as outlined in Exhibit A. It outlines the technical design requirements, associated control systems, and operating systems for relays and relay control panels.
2. The work shall conform to the applicable requirements of all Federal, State, and local agencies and the relevant provisions of the latest edition or revision of the standards outlined in Exhibit A — Scope of Work (Project Requirements), except as modified herein.

**MATERIALS AND EQUIPMENT**

1. All material and equipment shall be new, approved, and labeled. Only products by manufacturers regularly engaged in producing specified units will be acceptable.
2. Where two (2) or more units are required which perform the same function or are of the same class of equipment or materials, provide all units from a single manufacturer unless otherwise specified.
3. The selection of all accessories, materials, and fabrication methods not specified that are necessary to complete the fabrication of the units shall be left to the Contractor's discretion and shall be carried out in accordance with best engineering practices. All materials shall be new and of the type required for the application.

**CONTROL PANEL DESIGN REQUIREMENTS****1. Equipment:**

- a. **The City of Ocala will provide the following equipment to the Contractor for integration into the relay panels before the final units are delivered to the City of Ocala:**

- i. Dearmin Substation:

1. SEL – 3530 125VDC
2. SEL – 2440 125VDC

- ii. Water Plant Substation:

1. SEL – 3530 RTAC / 48VDC
2. SEL – 2440 / 48VDC

- b. **The following equipment must be included within the relay panels delivered to the City of Ocala:**

- i. Dearmin Substation:

1. ABB/ C129A539G01/ Test Switch FT-1 Clear Cover, 10 single poles, red handles
2. ABB/ 1586C42G36/ Test Switch FT-1 CLEAR Cover / 10-Pole, Current Shorting 6P (3 dbl) / 4 Pole Potentials, with 19-20 Red Handle
3. GE/ 116B6708G42 R52 R4/ Red Light Type ET-16, LED, Red Lens 125VDC
4. GE/ 116B6708G42 G52 G4/ Green Light Type ET-16, LED, Green Lens 125VDC
5. GE/ 116B6708G42 A52 A4/ Amber Light Type ET-16, LED, Amber Lens 125VDC
6. GE/ 116B6708G42 A52 C4/ White Light Type ET-16, LED, Clear Lens 125VDC

7. GE/ 1166708G4-8-A73-C4/ White Light Type ET-16, LED, Clear Lens 130 VAC
8. Square D/ Type KA-3, Series G/ Reset Push Button, 30mm Class 9001
9. GE/ 957805C/ 95 LOR Oval Handle, 20 Contacts 10NO, 10NC
10. SEL/ 2810 MT/ Fiber Optic Transceiver
11. SEL/ 2810 MR/ Fiber Optic Transceiver
12. 4Re/ 6004-SCC/ Terminal Block / 4-Position Shorting
13. Penn Union/ 6012/ Terminal Block / 12-Position Shorting
14. Marathon/ F30A2S/ Fuse Holder / 30A 240Volt 9/16th 2X
15. Marathon/ F30A3S/ Fuse Holder / 30A 240Volt 9/16th 2X
16. OT20/ 20 AMP Fuses
17. OT30/ 30 AMP Fuses
18. OT3/ 3 AMP Fuses
19. OT5/ OT5 125VDC

b. Water Plant Substation:

1. ABB/ C129A539G01/ Test Switch FT-1 Clear Cover, 10 single poles, red handles
2. ABB/ 1586C42G36/ Test Switch FT-1 CLEAR Cover / 10-Pole, Current Shorting 6P (3 dbl) / 4 Pole Potentials, with 19-20 Red Handle
3. GE/ 116B6708G42 R52 R4/ Red Light Type ET-16, LED, Red Lens 48VDC
4. GE/ 116B6708G42 G52 G4/ Green Light Type ET-16, LED, Green Lens 48VDC
5. GE/ 116B6708G42 A52 A4/ Amber Light Type ET-16, LED, Amber Lens 48VDC
6. GE/ 116B6708G42 A52 C4/ White Light Type ET-16, LED, Clear Lens 48VDC
7. GE/ 1166708G4-8-A73-C4/ White Light Type ET-16, LED, Clear Lens 130 VAC
8. Square D/ Type KA-3, Series G/ Reset Push Button, 30mm Class 9001
9. GE/ 957805C/ 95 LOR Oval Handle, 20 Contacts 10NO, 10NC
10. SEL/ 2810 MT/ Fiber Optic Transceiver
11. SEL/ 2810 MR/ Fiber Optic transceiver
12. 4Re/ 6004-SCC/ Terminal Block / 4-Position Shorting
13. Penn Union/ 6012/ Terminal Block / 12-Position Shorting
14. Marathon/ F30A2S/ Fuse Holder / 30A 240Volt 9/16th 2X
15. F30A3S Fuse Holder / 30A 240Volt 9/16th 2X
16. OT2020 Amp Fuses
17. OT3030 Amp Fuses
18. OT3 3 Amp Fuses
19. OT5 5 Amp Fuses

**2. Metal Work:**

- a. Each panel shall be a fixed vertical panel fabricated from no less than 11 USS gauge leveled steel sheets and reinforced as required to form a rigid self-supporting structure.
- b. Each panel shall be formed with edges bent back, joints welded, and ground smooth. Finished panel surfaces shall be free of waves, bellies, and other imperfections. Exterior panel surfaces shall be sandblasted, ground smooth, filled, primed, and enamel finished.
- c. Exterior enamel paint color shall be gray; Interior enamel paint color shall be white.
- d. Nominal panel arrangements and dimensions shall be as per the drawings provided for each

substation. All panels shall be provided with nineteen-inch (19") rack mounting inserts in accordance with standard nineteen-inch (19") rack specification dimensions as defined in EIA-310.

- e. Instruments, meters, control switches, test switches, and protective relays shall be mounted on the front of the panels where shown. Panel cutouts, mounting studs, and support brackets shall be accurately located as indicated on the drawings.
- f. Mounting brackets, as required, shall be arranged for mounting and wiring auxiliary equipment, devices, and terminal blocks. Where needed, sub-panel plates may be added for mounting auxiliary devices inside the panels without the need for additional mounting screws showing on the front side of the panels.
- g. Panel space not utilized by equipment shall remain clear for addition of possible future equipment or existing equipment relocation. Suitably sized 19" blank panel inserts (filler plates) shall be furnished as required for these areas.

### 3. Device Mounting:

- a. The devices to be mounted shall be according to the materials list shown in ***Exhibit C — Price Proposal*** and in this ***Exhibit B's Control Panel Design Requirements***, above. Any change to the listed material must have prior approval from the Ocala Project Engineer.

### 4. Device Arrangement:

- a. The panel fabricator shall prepare fully dimensioned panel arrangement drawings and submit them for the engineer's review and approval. The Engineer may change the panel arrangement at any time before panel cutting and punching without incurring extra cost.
- b. Auxiliary devices, such as fuses, resistors, and metering transducers, which will be mounted internally to the panel, shall be arranged for ease of access so as not to block access to other devices.
- c. Overall arrangement shall provide free and unobstructed screwdriver access to all device and terminal block screws.
- d. The manufacturer shall make allowances for possible additions of auxiliary relays that may be required during the design phases.

### 5. Device Identification:

- a. Every device mounted on the front panels shall be identified by an engraved, white core, black surface, laminated plastic nameplate attached with stainless steel screws.
- b. All devices, both front-mounted and internally mounted, shall be identified with engraved, white core, black surface, laminated plastic nameplates attached with suitable double-sided tape or adhesive on the inside of the panel shall bear the exact text as the exterior nameplates, plus identifiers that correspond to those used on the wiring drawings. All fuses shall have nameplates of a similar type identifying the protected circuit.

### 6. Wiring:

- a. Inter-panel wiring shall originate and terminate on terminal blocks, not individual devices within the panel. Terminal blocks shall accommodate no more than two (2) cable terminal



points.

- b. The City of Ocala is responsible for installing the external panel wiring, which will be performed on-site. The installation shall conform to schematic and interconnection drawings developed by an engineer.
- c. The Engineer may be required to request wiring changes but will endeavor to keep them to a minimum. However, wiring changes may be made at any time before the commencement of panel wiring without incurring additional costs to the contract.
- d. The sequence for current transformer secondary series wiring shall conform precisely to the sequence shown on the one-line drawings.
- e. Not more than two wires shall be under any one terminal screw.
- f. Each wye-connected CT secondary circuit shall have the neutral conductor grounded from the panel wiring side of the terminal block to which the Owner's external CT wiring will connect. Ground wire shall have a green insulation color.
- g. Panel wire shall be rated for 600 volts, switchboard wire, and 19 strands at minimum. CT circuits, AC and DC supply circuits, and PT and control circuits shall be at minimum #12 AWG.
- h. A wire label (black writing upon white label) shall be affixed to EACH Wire, identifying the location of the opposite end termination point. This Label shall be located approximately ¼ inch from each termination point on each end of the wire in question. An appropriate font size shall be used to make the label legible at arm's length.

#### **7. Physical Arrangements (For Panel Field Installation):**

- a. The wiring shall be neat and workmanlike, bundled in harnesses.
- b. Wiring outside wire ways shall be trained in bundles and secured with "Ty-raps." Wires in bundles shall be parallel and not intertwined, twisted, or kinked.
- c. Screwdriver access to device and block terminals shall not be hindered by wire ways, wire bundles, or any other devices mounted in the panels.

#### **8. Terminations/Terminal Blocks:**

- a. Terminal blocks shall be manufactured by Penn-Union, ***no exceptions.***
- b. Terminal blocks shall be provided to terminate the Owner's wiring entering the panels plus those needed by the Panel Fabricator for internal wiring. Fifteen percent (15%) of the unused (Spare) terminal points distributed among the active points shall be provided.
- c. Terminal blocks shall be installed in vertical channel brackets as indicated on the drawings and located to facilitate ease of connection for the Owner's wiring.
- d. All termination lugs shall be of the un-insulated ring tongue type. The following lug types manufactured by Burndy shall be used with no exceptions: YAV10, YAV-10L36, and YAV-10T. "Y" or open-type terminations are not permitted. If devices require stranded or solid conductors are to be terminated without ring tongue lugs, and the stranded or solid conductors shall be furred before termination to protect the conductors from damage. See

section 5, paragraph G above, for possible exceptions to lug type YAV14L36 due to wiring to the SEL 2440.

**9. Grounding:**

- a. Each panel shall be provided with a copper ground bus. The ground bus shall extend the entire panel width to connect to the adjacent panel's ground bus, providing a continuous bus for all panels. The ground bus shall be drilled and tapped to accommodate ground connections required from panel-mounted devices. Additional Drilled and Tapped "spare" holes shall be provided with spare Stainless-Steel screws inserted.

**10. Nameplates:**

- a. Nameplates of laminated construction shall be provided with vertical capital letters. The completed nameplate shall have white letters on a black background. All units and circuit components shall be identified with nameplates. Nameplates shall be firmly attached as described in section 4 (Device Identification) paragraph B.
- b. All switches, pushbuttons, indicating lamps, etc., shall be identified by nameplates.
- c. All fuses, auxiliary relays, and other devices mounted inside the units shall be identified by nameplates.

**11. Switchboard Components:**

- a. The major items of equipment to be mounted on the control and relay panels, for each substation project, are listed in ***Exhibit C – Price Proposal*** and in this ***Exhibit B's Control Panel Design Requirements***. Substitution of devices listed shall not be allowed unless approved by the City of Ocala in writing. Exhibits C & B identify the principal relays and devices to be used in connection with the work for each substation panel. Terminal blocks, fuse blocks, wire, nameplates, and miscellaneous items not specifically itemized in Exhibit C or B shall be provided as required.
  - i. All control switches and lockout relays shall be furnished for thick panels of one-eighth inch (1/8").
  - ii. All lock-out relays shall have a connection point between the two normally closed contacts in series with the operating coil.
  - iii. All light bulbs shall be LED-type bulbs.

**12. Test Switches:**

- a. Relay and metering test switches (current short-circuiting switches and/or voltage disconnecting switches) shall be provided, as listed, to permit the removal of relays, meters, or other devices from service for calibration.

**PROJECT EXECUTION**

**1. General:**

- a. The general arrangement shall follow the layout shown on the created drawings as closely as practical. The reason for deviation from the design shown on the drawings shall be submitted to the Project Manager for evaluation before manufacture. The installation shall

be neat and workmanlike.

**2. Assemble:**

- a. Panel stiffeners shall be used to restore the stiffness to its original uncut rigidity where multiple equipment cutouts have reduced it.
- b. All switchboard panels shall be electrically grounded individually, with provisions provided to bond each section solidly to the next and allow for connection with a #4 Copper to the outside Ground.
- c. Others shall perform any required field assembly of the switchboard panels. The switchboard panels shall be structurally secured to the floor and set plumb and level.
- d. During Transportation and Delivery, precautions shall be taken to ensure that Switchboards are covered and/or protected from any transportation hazards. Upon Delivery, Scratches or damage shall be restored to the original specified condition.

**3. Shipping:**

- a. For transportation, each panel assembly shall be palletized on a 42" square minimum sized Pallet (not to exceed 48"). The Pallet shall be made of material that supports the weight and stresses involved in shipping the panels in the upright position. Panels shall be bolted to the pallet, and additional support shall be added to keep the pallets upright during shipping. A suitable substitution may be used, provided the Project Manager approves it.
- b. The panel assemblies shall be covered with a 2-mil opaque plastic bag and then wrapped with shipping plastic wrap. Adequate foam and wooden protection shall be placed over the front-side components to protect them from hazards during shipping. A suitable substitution may be used if approved by the Ocala Engineer.

**4. Testing:**

- a. **Factory Test** – Each switchboard or control panel shall be completely fabricated, assembled, and wire-checked against AC and DC schematics that the winning bidder will engineer. Testing shall include, but is not limited to:
  - i. Point-to-point wire continuity testing.
  - ii. Current and voltage input testing for each input.
  - iii. Insure proper current trace from each shorting block through each relay and its return path.
  - iv. General control testing of manual controls, shorting test switches, and trip disconnects.
  - v. Any discrepancies between engineered wiring diagrams and expected results shall be reported to the Project Manager for further design evaluation.

**SUBMITTALS AND REVIEW**

1. **Shop Drawings:** Shop drawings will be engineered, drawn, and submitted to the City along with a list of material and/or equipment supplemented, with descriptive bulletins, and/or other information necessary to completely describe the material and/or equipment's function and design. ***Shop drawings***

***shall be submitted within 60 days from the date of Notice to Proceed (NTP).*** All test data required must be submitted to the City of Ocala for review before invoice submission for each material or equipment category.

- a. All paper shop drawing submissions required to be delivered to Ocala Electric Utilities shall be mailed, and one electronic copy shall be furnished on a disc in a format compatible with AutoCAD Release 2024 to Ocala Utility Services, 1805 NE 30th Avenue, Building 400, Ocala, FL 34470. A minimum of three (3) paper copies are required. If the Contractor desires the return of more than one (1) paper copy, the appropriate number of additional copies must be submitted.
- b. Certified copies of drawings, instruction books, material lists, and operations & maintenance manuals shall be provided for each category of equipment furnished.

**2. Shop Drawing Review:**

- a. Failure by the City of Ocala for reasons other than actions or omissions on the part of the Contractor to return shop drawings within fifteen (15) days from the date of receipt thereof shall constitute the basis for a day-for-day extension in the proposed delivery schedule. Failure by the City of Ocala to return shop drawings within fifteen (15) days due to actions or omissions on the part of the Contractor shall not constitute grounds for an extension of the proposed delivery time.
- b. A maximum of two reviews for each submittal will be allowed to establish conformance with the specification. In the event an item has been determined by the City of Ocala not to be in conformance with the contract requirements after two reviews, the Contractor shall pay the City of Ocala an amount equal to the cost incurred by the City to perform additional submittal reviews required to establish conformance with the specification. These costs will be deducted from the Contractor's retainage before final payment.

		<b>Bidder name</b> <b>POWERSERVE TECHNOLOGIES, INC.</b>	<b>Bidder Location</b> <b>JUPITER, FL</b>
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**DEARMIN SUBSTATION - RELAY PARTS LIST**

ITEM	Manufacturer	Catalog No.	Description	Device	QTY	UNIT COST	EXTENDED COST
1	NA	Relay Panels	Refer to Exhibit B - Technical Specifications		7	\$ 21,976.83	\$ 153,837.81
2	SEL	387#0103	SEL 387 / 125VDC	87T1, 87T2, 87B1,87B2	4	\$8,953.02	\$ 35,812.08
3	SEL	311#J6VH	SEL 311 / 125VDC	21/67	3	\$7,541.83	\$ 22,625.49
4	SEL	351#GEDW	SEL 351 / 125VDC	51T1,51T2,32T1,32T2,51BF,51BF	6	\$4,148.79	\$ 24,892.74
<b>TOTAL EXTENDED COST - DEARMIN SUBSTATION</b>							<b>\$ 237,168.12</b>

**WATER PLANT SUBSTATION - RELAY PARTS LIST**

ITEM	Manufacturer	Catalog No.	Description	Device	QTY	UNIT COST	EXTENDED COST
1	NA	Relay Panels	Refer to Exhibit B - Technical Specifications		2	\$ 21,976.83	\$ 43,953.66
2	SEL	387A	SEL 387 / 48VDC	87T1	1	\$8,953.02	\$ 8,953.02
3	SEL	351-6	SLE 351 / 48VDC	51T1,87B1	2	\$4,148.79	\$ 8,297.58
<b>TOTAL EXTENDED COST - WATERPLANT SUBSTATION</b>							<b>\$ 61,204.26</b>
<b>TOTAL BID (DEARMIN &amp; WATERPLANT SUBSTATIONS)</b>							<b>\$ 298,372.38</b>



## Clarifications

1) **Exhibit B - Control Panel Design Requirements**

Section 1. Equipment

Subsection b. - Dearmin Substation and Water Plant Substation

Item 9 - "GE/ 957805C/ 95 LOR Oval Handle, 20 contacts 10NO, 10NC" is no longer commercially available.

This device was an Electros witch LOR, part number 7805C which was re-branded by GE. We propose the Electros witch LOR, part number 7805D (125VDC coil) as an equivalent substitute in the Dearmin Sub panels and Electros witch LOR, part number 7805C (48VDC coil) as an equivalent substitute in the Water Plant Sub panels.

2) **Exhibit B - Control Panel Design Requirements**

Section 2. Metal Work

Items b and c: PSTI will provide powder coat finish on all panel metal components to match existing station panel color.

3) There is an opportunity to combine some relay functions into single SEL relays for improved efficiency. Powerserve has expertise in this area and will work with the City of Ocala to optimize the design of the protective scheme, that could result in subsequent savings for the City of Ocala.