

**AGREEMENT FOR ELECTRICAL ENGINEERING SERVICES
FOR NATURAL GAS BACKUP GENERATORS**

THIS AGREEMENT FOR ELECTRICAL ENGINEERING SERVICES FOR NATURAL GAS BACKUP GENERATORS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ELECTRIC SERVICES, INC.**, a corporation duly organized and authorized to do business in the state of Florida (EIN# 59-1109428) ("Consultant").

RECITALS:

WHEREAS, the City has a need for professional engineering services to provide electrical drawings for two natural gas backup generators with transfer switches; and

WHEREAS, on March 28, 2023, City issued an Invitation to Bid ("ITB") for the procurement of professional engineering services to provide electrical drawings for two natural gas backup generators from qualified firms, ITB No.: FAC/230368 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Electric Services, Inc., was found to be the lowest; and

WHEREAS, Electric Services, Inc. was chosen as the intended awardee to provide electrical drawings for two natural gas backup generators with transfer switches the "Services"); and

WHEREAS, Consultant certifies that they are qualified and possess the required licensure and skill to perform the Services.

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

TERMS OF AGREEMENT:

1. **RECITALS.** City and Consultant 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 documents comprising the entire understanding between City and Consultant shall include only: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the proposal submitted by Consultant in response thereto (the "Solicitation Documents"); (d) those documents identified in the Project Specifications section of this Agreement, if any (collectively the "Contract Documents). The Contract Documents are incorporated herein by reference for all purposes. Any conflict between the terms of this Agreement and the Contract Documents shall be construed in favor of this Agreement and 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:

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|------------|--|
| Exhibit A: | Scope of Work (A-1 through A-2) |
| Exhibit B: | Generator Locations (B-1 through B-2) |
| Exhibit C: | Complex Meters TX with Peak Demand (C-1) |
| Exhibit D: | Fuel Island 25kW (D-1 through D-3) |
| Exhibit E: | PW Complex 350kW (E-1 through E-2) |
| Exhibit F: | FEMA Contract Provisions (F-1 through F-5) |

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 F, then (2) Exhibit A, then (3) Exhibit B, then (4) Exhibit C, then (5) Exhibit D, then (6) Exhibit E.

3. **SCOPE OF SERVICES.** Consultant agrees to perform professional engineering services for City under this Agreement as set forth in the attached **Exhibit A – Scope of Work** and the Contract Documents. Consultant shall provide all labor, materials, permits, equipment, transportation, and supervision necessary for the provision of professional engineering services to City under this Agreement unless otherwise agreed to in writing. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
 - A. Consultant shall perform all Services in accordance with the terms and conditions of this Agreement and with all applicable regulations and requirements of all interested governmental agencies.
 - B. Consultant shall utilize sufficient qualified personnel acceptable to the City to perform all services under this Agreement. Consultant shall promptly remove any person from performing services as the City may request in writing and promptly replace such person with a person who shall be approved in writing by the City. Consultant agrees to include a similar provision in its agreements with all subconsultants.
 - C. **Standard of Care.** Consultant shall perform all Services in a timely, efficient, and cost-effective manner and in a manner that comports with the standards of professional engineering services ordinarily exercised by reputable members of Consultant's profession. Consultant shall re-perform any services which fail to satisfy the foregoing standard of care at no additional cost to City. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
4. **COMPENSATION.** City shall compensate the Consultant an amount not to exceed **EIGHT THOUSAND, FIVE-HUNDRED NINETY AND NO/100 DOLLARS (\$8,590)** (the "Maximum Limiting Amount") during the Initial Term, inclusive of all direct costs, indirect costs, and reimbursable expenses in accordance with the terms of this Agreement. The maximum limiting amount established under this Agreement shall not be exceeded without the City's express written approval verified by amendment or change order to this Agreement.
 - A. It is expressly understood that Consultant is not entitled to the total amount of Compensation referenced above. Rather, Compensation shall be based on satisfactory completion and delivery of all work product and deliverables identified in the scope of work attached herein as **Exhibit A – Scope of Work** up to the maximum limiting amount established herein.
 - B. Consultant shall submit invoices monthly to the City Project Manager for those services satisfactorily performed and materials satisfactorily delivered. By submitting its invoice, Consultant certifies to City that: (1) Consultant has billed City for all services rendered by it and any of its consultants or subconsultants through the date of the invoice; (2) any reimbursable expenses present on the face of the invoice, if allowed, have been reasonably incurred by Consultant; and (3) the amount requested by Consultant is currently due and owing.
 - C. **Invoice Submission.** Consultant must invoice at least once a month. All invoices submitted by Consultant shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Consultant shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Fleet and Facilities Management, Attn: John King, 1805 NE 30th**

Avenue Bldg. 200, Ocala, Florida 34470, Telephone: **352-304-7521**; E-Mail: jking@ocalafl.org.

- D. Consultant invoices shall be sufficiently detailed and adequately describe the work accomplished in accordance with **Exhibit A - Scope of Work**. All invoices, reports, and other documentation submitted by Consultant shall include the City Contract Number, invoice date, and an assigned invoice number. City reserves the right to request additional documentation to support the charges reflected. All completed tasks must be approved and agreed upon by the City Project Manager before payment will be authorized.
- E. **Prompt Payment.** Monthly actual payment reporting requirements for prime consultants and subconsultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished. Florida law requires timely payment for both construction and non-construction services. Invoices for consultant contracts are payable per the terms of this Agreement, but shall not exceed federal regulations as set forth in 49 CFR Part 26, specifically section 26.29, requiring payment of all subcontractors for satisfactory performance within **THIRTY (30) DAYS** of payment to the Prime.
- F. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is invoiced and/or provided for under the terms of this Agreement, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30) DAYS** of Consultant's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
- G. **Amounts Due To The City.** Consultant must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Consultant 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. Consultant shall not be exempted from paying sales tax to its suppliers for services or material required to fulfill Consultant's contractual obligations with the City, nor will Consultant 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 work shall be substantially completed by Consultant in a manner satisfactory to the City Project Manager within **TWENTY-ONE (21)** days of the start date indicated on the Notice to Proceed and ready for final payment within **TEN (10)** days of substantial completion.
- 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 **THREE (3)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period 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 Consultant'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. Consultant 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 Consultant, to include costs incurred by City for the procurement of additional professional services.
6. **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 a force majeure event 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 to the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution.
- C. Consultant performance shall be extended for a number of days equal to the duration of the force majeure event. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **TERMINATION.** This Agreement may be terminated by either party for cause upon City or Consultant providing written notice to the defaulting party not less than **THIRTY (30) DAYS** prior to the date of termination 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. **Consultant's Opportunity to Cure Default.** City may, in its sole discretion, provide Consultant with an opportunity to cure the violations set forth in City's notice of default to Consultant. Consultant 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 Consultant 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.

- B. **City's Remedies Upon Consultant Default.** In the event of Consultant default under this Agreement City shall have the right, at City's option, to pursue any and all remedies available at law or equity, including, without limitation, the right to:
- (1) terminate this Agreement without further notice;
 - (2) hire another consultant to complete the required work in accordance with the needs of City;
 - (3) recover from Consultant all damages, costs, and attorneys' fees arising from Consultant's default prior to termination; and
 - (4) recover from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant; or (ii) any other remedy as provided by law.
- C. **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. Upon receipt of the City's Notice of Termination, Consultant shall immediately discontinue all work as directed in the Notice, provide notice to all subconsultants 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. Consultant 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 Consultant as permitted under this Agreement and approved by City.
- D. **Delivery of Materials Upon Termination.** In the event of termination of this Agreement, for any reason prior to Consultant's satisfactory completion of all services, Consultant agrees to promptly provide to City, at no additional cost or expense, one (1) copy of any and all of the following items which may have been produced or created prior to and including the date of termination to City: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and any other information, instrument, or materials (whether or not completed) that were generated or prepared by Consultant in rendering the Services described herein and not previously furnished to City by Consultant pursuant to this Agreement.
8. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Consultant's performance. Any such evaluation will become public record.
9. **CONTRACT FULFILLMENT.** Consultants who enter into any agreement with the City of Ocala and fail to complete the contract term, for any reason, may be subject to future bidding suspension for **ONE (1) YEAR**, and up to a possible **THREE (3) YEAR** bid debarment for serious contract failures.
10. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant 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 Consultant's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Consultant does not own vehicles, Consultant shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Consultant's Commercial General Liability policy or separate Commercial Automobile Liability policy.
11. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Consultant 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. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Consultant. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Consultant shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Consultant shall waive and shall ensure that Consultant's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Consultant's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. 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.
13. **PROFESSIONAL LIABILITY AND/OR ERRORS AND OMISSIONS INSURANCE COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing - until the third anniversary of the expiration of this Agreement or the third anniversary of acceptance of work by City - professional liability or errors and omissions insurance coverage for wrongful acts in an amount not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, exclusive of defense costs. It is recognized that this type of insurance is only available on a claims-made basis and additional insured endorsements are not available.
14. **MISCELLANEOUS INSURANCE PROVISIONS.**
- A. Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting Consultant'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 Consultant's interests or liabilities or to protect Consultant from claims that may arise out of or result from the negligent acts, errors, or omissions of Consultant, any of its agents or subconsultants, or for anyone whose negligent act(s) Consultant may be liable.
 - B. No insurance shall be provided by the City for Consultant under this Agreement and Consultant shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss

not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

- C. Certificates of Insurance. No work shall be commenced by Consultant under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Consultant allow any subconsultant to commence work until all similarly required certificates and endorsements of the subconsultant 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. **Consultant 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.org.** Consultant'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 policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Consultant'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 Consultant's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant 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.org.
- F. Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala, 110 SE Watula Avenue, Ocala, FL 34471" as an additional insured and certificate holder for General Liability and Commercial Automobile Liability insurance. Original and renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.
- G. 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 Consultant. Consultant'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.
- H. Severability of Interests. Consultant 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.

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 Consultant or as prohibiting the City from acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
17. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.
 - E. A contractor who fails to provide public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK, 110 SE WATULA AVENUE, OCALA FLORIDA 34471; TELEPHONE: 352-629-8266; E-MAIL: clerk@ocalafl.org.

17. **AUDIT.** Consultant agrees to maintain such financial and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. Consultant 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.
18. **PUBLICITY.** Consultant 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.
19. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity

crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

20. **DRUG FREE WORKPLACE CERTIFICATION.** If not already completed during the solicitation process, in compliance with section 287.087, Florida Statutes, Consultant shall, prior to the commencement of work under this Agreement, execute the City's Drug Free Workplace Certification and it shall thereafter be deemed to be included as part of this Agreement.
21. **NON-DISCRIMINATORY PRACTICES.** Consultant, for itself, its delegates, successors-in-interest, and assigns, and as part of the consideration hereof, does hereby covenant and agree that in the furnishing of Services to the City under this Agreement, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the basis 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. Consultant further covenants and agrees that it shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines and as such rules, regulations, or guidelines may from time to time be amended.
22. **E-VERIFY.** Pursuant to section 448.095, Consultant 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. Consultant 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, Consultant 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. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant 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. Consultant shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
23. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges Consultant is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Consultant performs hereunder.
24. **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.

25. **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.
26. **INDEMNITY.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by section 725.08, Florida Statutes, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in section 725.08(4), Florida Statute, including without limitation, harm or personal injury to third persons during the term of this Agreement.
27. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
28. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Consultant:

Electric Services, Inc.
Attn: Wood Brazill
1746 US Hwy 441
Leesburg, FL 34748
Phone: 352-787-1322
Email: wbrazill@electric-services.com

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
Email: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

29. **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 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 billed by the attorney to the prevailing party.
30. **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.
31. **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.
32. **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.
33. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all who shall be bound by the provisions hereof.
34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
35. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason 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.

36. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **ELECTRONIC SIGNATURE(S).** Consultant, 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.
39. **ENTIRE AGREEMENT.** This Agreement, including those documents referenced in the Contract Documents section of this Agreement, constitute 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. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
40. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement on 4/21/2023.

ATTEST

DocuSigned by:
Angel B. Jacobs
F82769461C4E4E5...
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
Ken Whitehead
3677F71E38874F4...
Ken Whitehead
Assistant City Manager

Approved as to form and legality

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
William E. Sexton, Esq.
City Attorney

ELECTRIC SERVICES, INC.

DocuSigned by:
Wood T. Brazill
C2E8EBD0403B476...

Wood T. Brazill

(Name of Authorized Signatory)

Vice-President of Engineering

(Title of Authorized Signatory)

Exhibit A – SCOPE OF WORK**CONTRACT# FAC/ 230368****BACKGROUND**

1. Consultant shall provide electrical engineering services supporting the Facilities Management Department. Consultant shall prepare and submit a set of signed and sealed electrical drawings for two natural gas backup generators with transfer switches.
2. City will install a 350kW and a 25kw natural gas-powered generator to provide uninterrupted electrical power to the Public Works Complex Sanitation building and the City's Fuel Facility
3. The Agreement is for electrical design and drawings used for permit submittal only. Administrative and construction services are not included in this scope of work.
4. Sizing of gensets, natural gas piping, gas meter, existing power distribution, and electrical load information will be provided by the City.
5. Plans must meet all code requirements.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Consultant shall perform the following services for the City of Ocala:
 - Consultant shall provide a set of engineered stamped drawings and associated documents required for the installation of emergency natural gas generators with associated automatic transfer switches for electrical permit submittal.
 - Upon request, Consultant shall provide markups, modifications, and changes if necessary for plan resubmission.
 - The design shall allow provision for two ATS.
2. **Deliverables:** Deliverables must be provided to the City of Ocala Project Manager before payment for such work is issued.

CONSULTANT EMPLOYEES AND EQUIPMENT

1. Consultant 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. Consultant shall provide an assigned Project Manager, who will be the primary point of contact. Consultant must always provide a valid telephone number and address 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, Consultant must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Consultant must each be promptly notified by the other of any complaints received.
4. Consultant's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in good appearance, as job conditions permit.
5. Consultant shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, 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. Consultant 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.

Exhibit A – SCOPE OF WORK**CONTRACT# FAC/ 230368****CITY OF OCALA RESPONSIBILITIES**

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

CONSULTANT RESPONSIBILITIES

1. Consultant shall complete all work performed under this Agreement in accordance with policies and procedures of the City of Ocala and all applicable state and federal laws, policies, procedures, and guidelines.
2. Consultant shall obtain and pay for any licenses or additional equipment to fulfill this Agreement.
3. Installation shall follow all requirements and instructions of applicable manufacturers.
4. Consultant is responsible for all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, Consultant at their expense, shall repair or make restoration as acceptable to City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If Consultant is advised to leave a property by the property owner or their representative, Consultant shall leave at once without altercation. Consultant shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by Consultant 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.
7. Consultant shall ensure that all documents prepared under this Agreement 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.

SUB-CONTRACTORS

1. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SAFETY

1. Consultant 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 City be responsible for any damages to any of Consultant's lost, damaged, destroyed or stolen equipment, materials, property, or clothing.
3. Prior to completion, storage and adequate protection of all material and equipment will be Consultant's responsibility.





**Public Works Complex
Generator Location**

Exhibit C - Complex Meters TX with Peak Demand (Sani & Fuel) CONTRACT# FAC/230368

Building	Meter#	TX	KVA	Peak Demand KVA>Last 12 mo)	Back up Gen. Y/N	OH/UG
3 Phase						
Fleet Small Vehicle Shop (100)	402191	F3955	75	57.8		UG
Fleet/Facilities Admin (200)	501427	F2948	225	82.4		UG
Public Works Admin (300)	501051	F2946	150	24.4		UG
Public Works Admin (300)	401772	F2945	45	31.4		UG
Public Works Admin (300)	400029	F2947	75	17.8		UG
Electric (400)	501512	F2943	150	79.6	Y	UG
Electric (400)	500252	F2944	225	65.2	Y	UG
OFN Admin (500)	500742	F2948	225	125.2	Y	UG
W&S Admin (600)	500587	F4190	300	63.6	Y	UG
Warehouse (700)	500461	F2950	75	39.6		UG
Public Works-Street Div (800)	401787	F2949	45	12.6		UG
Sun Tran (900)	500789	F4998	225	39.6		UG
W&S WELH 3	501385	F4240	75	67.6		OH
W&S by Gate 6	501136	F3501	150	90.6	Y	UG
Lift Station # 39 (by Warehouse)	501097	F4033	75	12.8		OH
Sanitation	501052	F4236	150	72.4		UG
OFN/Clinic/Traffic	501262	F4234	75	28.6	Y	UG
W&S (on NE 21st Street)	500170	F423	150	100.8	Y	OH
W&S (Water Plant on 36th Ave)	500129	F4721	2000	1080.96	Y	UG
Fleet Car Wash	401786	F4034	75	9.4		UG
Fleet fuel Pumps	401785	F4034	75	6.6		UG

Total KVA w/out a generator

57.8	82.4	24.4	31.4	17.8	39.6	12.6	39.6	67.6	12.8	72.4	9.4	6.6	4.9	15.8	10.2	0.28	0.18	0.07	524.23
Total KVA																			524.23

Total KVA at 1805 NE 30th Ave w/out a generator

57.8	82.4	24.4	31.4	17.8	39.6	12.6	39.6	67.6	12.8	72.4	9.4	6.6	4.9	15.8	10.2	0.28	0.18	0.07	433.55
Total KVA																			433.55

Total KVA at 2100 NE 30th Ave

72.4	9.4	6.6	0.28	2	90.68	
Total KVA						90.68

Building	Meter#	TX	KVA	Peak Demand KVA>Last 12 mo)	Back up Gen. Y/N	OH/UG
Single Phase						
Electric Cars	116299	F5603	50	4.9		UG
Public Works-StreetDiv (shed by Bldg 800)	137953	F5575	25	16.4		UG
Public Works (small shed Gate 6)	113481	F5575	25	15.8		UG
W&S Shed Lights (by back gate to the water plant)	133925	F5063	15	10.2		OH
Gate for OFN/Clinic/Traffic	102175	F4349	25	0.28		UG
T&D Trailer Shed	102174	F4349	25	2		UG
Gate 6 (TX located outside Complex on 21st ST)	102176	F424	15	0.18		OH
Gate 1 (TX located outside Complex on 30th Ave)	102173	F3167	15	0.07		OH

Note Corresponding colors show where there is more than 1 meter on that Transformer



Item Number	Product Code	DESCRIPTION	Unit price after discount	QTY	Total Price
1	C25N6-FRD	C25N6, 25kW, 60Hz, Standby, Natural Gas/Propane Genset, 1800rpm engine	USD 0.00	1	USD 0.00
2	Install-US-Stat	U.S. EPA, Stationary Emergency Application	USD 0.00	1	USD 0.00
3	C25N6_C25 N6	C25N6, 25kW, 60Hz, Standby, Natural Gas/Propane Genset, 1800rpm engine		1	
4	C25N6_A331-2	Duty Rating - Standby Power (ESP)	USD 0.00	1	USD 0.00
5	C25N6_L155-2	Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60	USD 0.00	1	USD 0.00
6	C25N6_L090-2	Listing - UL 2200	USD 0.00	1	USD 0.00
7	C25N6_L193-2	NFPA 110 Type 10 Level 1 Capable	USD 0.00	1	USD 0.00
8	C25N6_L225-2	HCAI (formerly OSHPD) Seismic Pre-Approval Certification	USD 0.00	1	USD 0.00
9	C25N6_L228-2	Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011	USD 0.00	1	USD 0.00
10	C25N6_B240-2	Exciter/Reg - Torque Match	USD 0.00	1	USD 0.00
11	C25N6_R098-2	Voltage - 120/208, 3 Phase, Wye, 4 Wire	USD 0.00	1	USD 0.00
12	C25N6_B946-2	Alternator - 60Hz, 12L, 208/120V, 120C, 40C Ambient	USD 0.00	1	USD 0.00
13	C25N6_A292-2	Alternator Heater, 120 Volt AC	USD 186.34	1	USD 186.34
14	C25N6_F231-2	Aluminum Sound Attenuated Level 1 Enclosure, with Exhaust System		1	
15	C25N6_P178-2	Enclosure Color - Sandstone, Aluminum	USD 0.00	1	USD 0.00
16	C25N6_F252-2	Enclosure - Wind Load 180 MPH, ASCE7 - 10	USD 0.00	1	USD 0.00
17	C25N6_F065-2	Battery Rack	USD 0.00	1	USD 0.00
18	C25N6_F179-2	Skidbase - Housing Ready	USD 0.00	1	USD 0.00
19	C25N6_H608-2	Control Mounting - Right Facing	USD 0.00	1	USD 0.00



Item Number	Product Code	DESCRIPTION	Unit price after discount	QTY	Total Price
20	C25N6_H700-2	PowerCommand 1.1 Controller	USD 0.00	1	USD 0.00
21	C25N6_H012-2	Gauge - Oil Pressure	USD 0.00	1	USD 0.00
22	C25N6_K796-2	Stop Switch - Emergency		1	
23	C25N6_KS52-2	Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC		1	
24	C25N6_KS53-2	Signals - Auxiliary, 8 Inputs/8 Outputs		1	
25	C25N6_H536-2	Control Display Language - English	USD 0.00	1	USD 0.00
26	C25N6_KV03-2	Load Connection - Single	USD 0.00	1	USD 0.00
27	C25N6_KV39-2	Circuit Breaker, Location A, 90A, 3P, 600 Volts AC, 80%, UL		1	
28	C25N6_1570	Right CB-None	USD 0.00	1	USD 0.00
29	C25N6_A366-2	Engine Governor - Electronic, Isochronous	USD 0.00	1	USD 0.00
30	C25N6_C284-2	Single Gas Fuel - NG or LP Vapor	USD 0.00	1	USD 0.00
31	C25N6_A422-2	Engine Starter - 12 Volt DC Motor	USD 0.00	1	USD 0.00
32	C25N6_D041-2	Engine Air Cleaner - Normal Duty	USD 0.00	1	USD 0.00
33	C25N6_A333-2	Battery Charging Alternator	USD 0.00	1	USD 0.00
34	C25N6_BB89-2	Battery Charger - 6 Amp, Regulated	USD 0.00	1	USD 0.00
35	C25N6_E125-2	Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted	USD 0.00	1	USD 0.00
36	C25N6_H389-2	Shutdown - Low Coolant Level		1	
37	C25N6_E089-2	Extension - Coolant Drain	USD 0.00	1	USD 0.00
38	C25N6_H669-2	Engine Coolant - 50% Antifreeze, 50% Water Mixture	USD 0.00	1	USD 0.00
39	C25N6_E153-2	Coolant Heater		1	
40	C25N6_H706-2	Engine Oil	USD 0.00	1	USD 0.00
41	C25N6_L028-2	Genset Warranty - 2 Years Base	USD 0.00	1	USD 0.00
42	C25N6_L050-2	Literature - English	USD 0.00	1	USD 0.00
43	C25N6_A322-2	Packing - Skid, Poly Bag	USD 0.00	1	USD 0.00
44	C25N6_H268-2	Extension - Oil Drain	USD 0.00	1	USD 0.00
45	0300-5929-02-FRD	Annunciator-Panel Mounted With Enclosure (RS485)		1	
46	ST120SN3RSL, PILNCCB, PILNOCB W/CONTACT	E STOP BRK Glass NEMA 3 w/ contacts		1	
47	OTECSEC-FRD	OTECSEC, OTEC Service Entrance Transfer Switch-Electronic Control: 400A	USD 0.00	1	USD 0.00



Item Number	Product Code	DESCRIPTION	Unit price after discount	QTY	Total Price
48	Otecsec_otecse400	Otecse400, Service Entrance TransferSwitch, PowerCommand, 400 Amp		1	
49	Otecsec_s043-7	Listing - UL 1008	USD 0.00	1	USD 0.00
50	Otecsec_a035-7	Application - Utility to Genset	USD 0.00	1	USD 0.00
51	Otecsec_b002-7	Cabinet - Type 3R		1	
52	Otecsec_a028-7	Poles - 3 (Solid Neutral)	USD 0.00	1	USD 0.00
53	Otecsec_a044-7	Frequency - 60 Hz	USD 0.00	1	USD 0.00
54	Otecsec_a042-7	System - 3 Phase, 3 or 4 Wire	USD 0.00	1	USD 0.00
55	Otecsec_r021-7	Voltage - 208 Volts AC	USD 0.00	1	USD 0.00
56	Otecsec_m033-7	Genset Starting Battery - 12V DC	USD 0.00	1	USD 0.00
57	Otecsec_c110-7	PC40 Control	USD 0.00	1	USD 0.00
58	Otecsec_l202-7	Aux Relay - Emergency Position - 12 Volts DC	USD 73.91	1	USD
59	Otecsec_l203-7	Aux Relay - Normal Position - 12 Volts DC	USD 73.91	1	
60	Otecsec_m081-7	Interface - Communications Network, MODBUS RTU Module	USD 0.00	1	USD 0.00
61	Otecsec_g009-7	Transfer Switch Warranty - 1 Year Comprehensive	USD 0.00	1	USD 0.00
62	NSBOP21	Startup & NFPA 110 Testing		1	
				TOTAL:	

Note: Quote Grand Total does not include any tax.



Item Number	Product Code	DESCRIPTION	Unit price after discount	QTY	Total Price
1	C350N6	GENSET, SPARK-IGNITED - 60 HZ, 350 KW-437 KVA	USD	1	USD
2	ST120SN3RSL, PILNCCB, PILNOCB W/CONTACT	E STOP BRK Glass NEMA 3 w/ contacts		1	
3	OTECSEC-FRD	OTECSEC, OTEC Service Entrance Transfer Switch-Electronic Control: 600A	USD 0.00	1	USD 0.00
4	OTECSEC_OTECSE600	OTECSE600, Service Entrance TransferSwitch, PowerCommand, 600 Amp		1	
5	OTECSEC_S043-7	Listing - UL 1008	USD 0.00	1	USD 0.00
6	OTECSEC_A035-7	Application - Utility to Genset	USD 0.00	1	USD 0.00
7	OTECSEC_B002-7	Cabinet - Type 3R		1	
8	OTECSEC_A028-7	Poles - 3 (Solid Neutral)	USD 0.00	1	USD 0.00
9	OTECSEC_A044-7	Frequency - 60 Hz	USD 0.00	1	USD 0.00
10	OTECSEC_A042-7	System - 3 Phase, 3 or 4 Wire	USD 0.00	1	USD 0.00
11	OTECSEC_R026-7	Voltage - 480 Volts AC	USD 0.00	1	USD 0.00
12	OTECSEC_M034-7	Genset Starting Battery - 24V DC	USD 0.00	1	USD 0.00
13	OTECSEC_C110-7	PC40 Control	USD 0.00	1	USD 0.00
14	OTECSEC_L102-7	Auxiliary Relay - Switch in Emergency Position - 24 Volts DC		1	
15	OTECSEC_L103-7	Auxiliary Relay - Switch In Normal Position - 24 Volts DC		1	
16	OTECSEC_M081-7	Interface - Communications Network, MODBUS RTU Module	USD 0.00	1	USD 0.00
17	OTECSEC_G009-7	Transfer Switch Warranty - 1 Year Comprehensive	USD 0.00	1	USD 0.00
18	NSBOP26	Freight		1	



Item Number	Product Code	DESCRIPTION	Unit price after discount	QTY	Total Price
19	NSBOP21	Startup & NFPA 110 Testing		1	
				TOTAL:	USD

Note: Quote Grand Total does not include any tax.

DRUG FREE WORKPLACE REQUIREMENTS

1. Drug free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).
2. Consultant entering Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements in accordance with the Drug Free Workplace Act of 1988.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Consultant agrees as follows:

1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Consultant will ensure that conduct and communication at the DMS and with all personnel will not be discriminatory, inappropriate or offensive and the City shall have the right to request replacement personnel when violations of this policy occur.
2. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Consultant will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Successful Proposer may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

1. Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for disbarment as a Consultant and subcontractor as provided in 29 CFR § 5.12.13.5.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

1. Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
2. Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
3. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
4. Compliance with the Contract Work Hours and Safety Standards Act:
 - **Overtime requirements.** No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or

a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- **Withholding for unpaid wages and liquidated damages.** The City of Ocala shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other federal contract with the same Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- **Subcontracts.** The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL POLLUTION CONTROL ACT

1. Clean Air Act

- The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- The Consultant agrees to report each violation to the City and Consultant understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.
- The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2. Federal Water Pollution Control Act

- The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The Consultant agrees to report each violation to the City and Consultant understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.
- The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

1. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
2. The Consultant must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the State of Florida and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Consultant agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C throughout the period of the contract. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.
5. Consultant certifies it is not so listed as excluded or disqualified from contracting and shall confirm same for every subcontractor receiving any payment in whole or in part from federal funds.

ACCESS TO RECORDS

The following access to records requirements applies to this contract:

1. Consultant agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Consultant agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

Consultant shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund the contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

CONFLICT OF INTEREST

Consultant must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy.

MANDATORY DISCLOSURES

Consultant must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)

1. Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
2. Consultant shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information to the City for all emergency services provided under this Agreement.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended):

1. Consultant who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352.
2. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
3. Consultant's certification of compliance with certification requirements under 10 CFR Part 601 New Restrictions on Lobbying is attached and incorporated by reference into and made part of the Agreement.

Certificate Of Completion

Envelope Id: 642E4398224441C68CA091171D4490FC	Status: Completed
Subject: Electrical Engineering Services, Electric Services, Inc. (FAC/230368)	
Source Envelope:	
Document Pages: 28	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Brittany Craven
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	biverson@ocalafl.org
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Brittany Craven	Location: DocuSign
4/20/2023 11:22:48 AM	biverson@ocalafl.org	
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Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

Wood T. Brazill
wbrazill@electric-services.com
Vice-President of Engineering
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

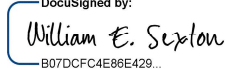
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Electronic Record and Signature Disclosure:
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William E. Sexton
wsexton@ocalafl.org
City Attorney
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ken Whitehead
kwhitehead@ocalafl.org
Assistant City Manager
City of Ocala
Security Level: Email, Account Authentication (None)

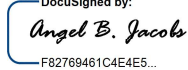
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Angel B. Jacobs
ajacobs@ocalafl.org
April 19
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 216.255.240.104

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/20/2023 11:34:47 AM
Certified Delivered	Security Checked	4/21/2023 3:57:58 PM
Signing Complete	Security Checked	4/21/2023 3:58:39 PM
Completed	Security Checked	4/21/2023 3:58:39 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.