

## CONSTRUCTION SERVICES AGREEMENT FOR LIFT STATION GENERATORS, MANHOLE LID AND SEAL REPLACEMENT

THIS CONSTRUCTION SERVICES AGREEMENT FOR LIFT STATION GENERATORS, MANHOLE LID AND SEAL REPLACEMENT Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ZABATT ENGINE SYSTEMS, INC., D/B/A ZABATT POWER SYSTEMS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-1889271) ("Contractor").

### RECITALS:

**WHEREAS**, on August 18, 2022, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the purchase and installation of new lift system generators, manhole lids and seals, ITB No.: CIP/220493 (the "Solicitation"); and

**WHEREAS**, a total of three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Zabatt Engine Systems, Inc., d/b/a Zabatt Power Systems, Inc. was chosen as the intended awardee to provide construction services related to the purchase and installation of lift station generators, manhole lid and seal replacement (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:

### TERMS OF AGREEMENT:

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; (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. 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-8)
Exhibit B:	Lift Station Generators Installation (HMGP) (B-1)
Exhibit C:	Manhole Lids and Seals Replacement (C-1)
Exhibit D:	Generators (D-1 through D-7)
Exhibit E:	Platforms (E-1)
Exhibit F:	Lift Station Locations and Survey (F-1)
Exhibit G:	Project Sign Template (G-1 through G-2)
Exhibit H:	Price Proposal (H-1 through H-2)
Exhibit I:	Federal (FEMA) Contract Provisions (I-1 through I-5)
Exhibit J:	Electrical One Line Diagrams (J-1 through J-41)

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 I, then (2) Exhibit A then (3) Exhibit B, then (4) Exhibit C, then (5) Exhibit D, then (6) Exhibit E, then (7) Exhibit F, then (8) Exhibit G, then (9) Exhibit H, then (10) Exhibit J.

B. **Project Specifications:** In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

- i. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at:  
<https://www.ocalafl.org/home/showdocument?id=20287>.
- ii. **Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition)** available at:  
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>.

If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedents to the most restrictive specification.

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. Prime contractor must perform a minimum of sixty percent (60%) of the work with its own forces. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor an amount not to exceed **TWO MILLION, THREE HUNDRED SEVENTY-SIX THOUSAND, EIGHT HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$2,376,876)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the pricing 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:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. 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.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment. Contractor shall also submit an updated schedule with each invoice. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering Department, Capital Improvement Projects**

**Division, Attn: Eric Giannino, 1805 NE 30<sup>th</sup> Avenue, Building 700, Ocala, Florida 34470,**  
E-Mail: [egiannino@ocalafl.org](mailto:egiannino@ocalafl.org).

- 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. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.
  - F. **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.
  - G. **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.
  - 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. Contractor shall mobilize and commence work no later than **SEVEN (7)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.
  - B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within ONE HUNDRED EIGHTY (180) days of the start date indicated on the Notice to Proceed and ready for final payment within TEN (10) days of substantial completion.**
  - C. 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.
- D. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.
  - E. **Work Hours:** Normal working hours shall be Monday through Friday from 8:00 p.m. to 6:00 a.m. Work during the hours of 7:00 a.m. and 5:00 p.m. shall only be allowed within the median without lane closures. If additional working hours are necessary, Contractor must provide forty-eight (48) hours advance notice to the Project Manager and FDOT approval must be provided. Inspectors are not obligated to work on weekends. No work will be permitted on City-observed holidays.
  - F. 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.
  - G. 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. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **TWO THOUSAND, FIVE-HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$1,694)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS (\$200)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.
- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
  - B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or



- from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
- C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.
  - D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
  - E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
7. **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.
  8. **MAINTENANCE AND GUARANTEE BOND.** Prior to final payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **TEN PERCENT (10%)** of the total project value, for a period of **THREE (3)** year for labor and **THREE (3)** year for materials from the date of final completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.
  9. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **TWO MILLION, THREE HUNDRED SEVENTY-SIX THOUSAND, EIGHT HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$2,376,876)** 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.
  10. **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.
11. **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 Project Manager.
- A. The 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 Proposal. The authority vested in the 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 Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on 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.
12. **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; or (ii) 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 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.
13. **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 **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years 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.
14. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
15. **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.

16. **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.

17. **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 the contract 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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.

23. **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 (\$5,000,000) 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 (\$5,000,000) 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 as well as the Florida Department of Transportation 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 Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor 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. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. 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. **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.**

25. **MISCELLANEOUS INSURANCE PROVISIONS.**

- 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, 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 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.org](mailto:vendors@ocalafl.org).** 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 and the Florida Department of Transportation 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. 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.org](mailto:vendors@ocalafl.org)
  - 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.
26. **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.

27. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

28. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

29. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations and grade stakes to complete all phases of this Contract.

- A. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.
- B. The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker or benchmark on the work without first having

- secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense.
- C. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations, and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 61G17 of the Florida Administrative Code
30. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
31. **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.
32. **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.
33. **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.

34. **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.
35. **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.
36. **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.
37. **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 Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
38. **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.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

39. **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.
40. **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.
41. **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.
42. **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.
43. **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.
44. **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.

45. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers and the State of Florida Department of Transportation (the "Department"), including the Department's officers, agents, and employees 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.
46. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the Department's or 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. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
47. **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:

Zabatt Power Systems, Inc.  
Attention: Ashley Farris  
4612 Highway Avenue  
Jacksonville, Florida 32254  
Phone: 904-421-9848  
E-mail: [bids@zabatt.com](mailto:bids@zabatt.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  
E-mail: [notices@ocalafl.org](mailto:notices@ocalafl.org)

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: [wsexton@ocalafl.org](mailto:wsexton@ocalafl.org)

48. **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.

49. **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.
50. **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.
51. **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.
52. **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.
53. **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.
54. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
55. **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.

56. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
57. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
58. **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.
59. **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.
60. **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

\_\_\_\_\_  
James P. Hilty, Sr.  
City Council President

**Approved as to form and legality:**

**ZABATT POWER SYSTEMS, INC.**

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

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

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

Title: \_\_\_\_\_  
(Vice President or higher)

**BACKGROUND**

1. This project consists of purchasing and installing generators at twenty (20) sanitary lift stations and by upgrading one hundred (100) manhole covers that will protect the system from infiltration around the city. The lift stations and manhole locations are shown on the plan sets in the **Exhibit B – Plan Set Generators** and **Exhibit C – Plan Set Manholes**. Scope of Work and specifications for generators and platforms are presented in **Exhibit D – Generators** and **Exhibit E- Platforms**.
2. Contractor is responsible for providing all materials, labor, and equipment (in good working condition) to complete the installation of the 20 lift stations and 100 manhole covers.
3. All work shall be coordinated with the City Project Manager, Eric Giannino, 352-351-6684, e-mail: [egiannino@ocalafl.org](mailto:egiannino@ocalafl.org).

**LABOR REQUIREMENTS**

1. Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) Certification: One (1) person who is MOT certified must be on site at all times during construction (if necessary).
2. Contractor and all subcontractors will be required to conform to the labor standards and employment requirements set forth in the Solicitation. All work shall be performed under the supervision of a qualified, competent foreman or supervisor.
3. Locate, protect, and relocate any and all underground utilities necessary to complete the work specified in the contract, and verify all field conditions, measurements, and elevations.
4. If work to be done has no line-item unit price in the contract, a written proposal of the work must be agreed upon prior to the work being started.

**PERMIT REQUIREMENTS AND MOT/TTC PLAN**

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
  - Right-of-Way (ROW) Utilization
2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.
3. **Permit Application:** The City of Ocala's ROW Utilization Permit Application is available under "Documents" at: <https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office>
4. **Permit Submission Requirements:**
  - A. **If Road Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.
  - B. **If Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start.

**CONSTRUCTION TERMS**

1. Contractor agrees that this project will be completed in the time agreed upon between the City and Contractor. Contractor agrees to commence work on the date specified in a written "Notice to Proceed" issued by the City. Such "Notice to Proceed" will be issued at the pre-construction conference.



2. Contractor shall complete the projects within the time limit specified in the "Notice to Proceed." At no time will the Contractor be allowed to lag behind. Contractor is responsible for accurately tracking contract time and construction progress.
3. Contractor shall submit updated progress schedules with all pay applications. Unsubstantiated delays and/or consistent failure to meet progress schedules shall be cause for the City to terminate this Agreement.
4. **Weather Days:** Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.
  - A. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final.
  - B. Contractor performance and execution of work will be considered in the determination for granting additional days.

### GENERAL CONSTRUCTION

1. Purchasing and installation of twenty (20) generators (diesel or natural gas), including automatic transfer switches.
2. Diesel tanks (when applicable).
3. Natural gas connections (when applicable).
4. Installation of electrical components.
5. Concrete slab and pads.
6. Aluminum platform (when applicable).
7. Sodding.
8. Removal and replacement of manhole lids and rings.
9. Installation and maintenance on traffic control devices.
10. Removal and replacement of existing asphalt pavement as per City of Ocala, FDOT or Marion County standards, whichever is applicable.

### SUB-CONTRACTORS

Contractor must perform a minimum of 60% of the work with its own forces.

### MOBILIZATION AND MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL

1. **Mobilization:** Obtaining of required permits and the moving of the Contractor's operations and equipment required for construction. Contractor shall provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by Governing agencies. Contractor shall not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.
2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 100 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours.

- A. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for MOT/TTC in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.
- B. MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).
- C. Contractor must have one (1) person that is MOT/TTC certified on site at all times during construction.

## WORK HOURS

- 1. The City's normal working hours are Monday through Friday from 7:00 AM to 5:00 PM.
- 2. If additional hours are necessary, the Contractor must give 48 hours advance notice to the Project Inspector/Project Manager. Inspectors are not obligated to work weekends.
- 3. Night work may be allowed, or maybe necessary if it would result in less impact to the public or reduced safety issues at no extra cost to City.
- 4. No work shall be permitted on City-observed holidays.

## PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance with:

- 1. Plan Sets for the project attached as **Exhibit B** and **Exhibit C**.
- 2. Scope of Work and Specifications for generators attached as **Exhibit D**.
- 3. Scope of Work and Specifications for platforms attached as **Exhibit E**.
- 4. Project Sign Layout and Project Sign Construction Detail (**Exhibit F**). (Contractor is responsible to ensure Council Members are correct and kept up to date)
- 5. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at:  
<https://www.ocalafl.org/home/showpublisheddocument/20007/637793834655670000>
- 6. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at:  
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
- 7. **Job Site Documents:** Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans and bid document at job sites at all times.

**PROJECT REQUIREMENTS AND EXECUTION OF WORK**

1. **Project Schedule:** Contractor must submit project schedule to the City Project Inspector/Project Manager for approval. This schedule must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **As-Builts:** Upon final completion of each individual project, signed and sealed as-builts must be submitted and approved by the City.
3. **Material and Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.
5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square. Water must be used during all saw cuts in asphalt or concrete to limit dust.
6. **Damages:** Contractor is responsible for any and 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, 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.
7. **Compliance:** The contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.

**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. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and Contractor must each be promptly notified by the other of any complaints received.
3. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address for the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
5. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.

6. Contractor shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
7. Contractor and subcontractor vehicles shall display their company name located on the side and all personnel shall be required to wear a company shirt.

**PROJECT SIGNS**

1. Contractor is required to provide one (1) portable sign to be relocated as project progresses at locations that are approved by City.
2. If during the contract time, sign becomes broken or inaccurate, contractor will replace or make the sign accurate at no extra charge to the City.
3. If during the contract time, information on the sign needs to be updated, contractor will replace or make sign accurate at no extra charge to the City.

**SURVEY LAYOUT**

1. The City Engineer/Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.
2. If the Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be at the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City will be available to the Contractor.
4. All survey work must be performed in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 61G17 of the Florida Administrative Code.

**TESTING REQUIREMENTS**

1. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Engineer.
2. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.

**EROSION SEDIMENT AND FLOOD CONTROL**

1. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
2. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

**CONSTRUCTION WORK AREAS**

1. The City is not responsible for providing property or lay-down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material will be transported to the proper station for construction, assembly, response to possible public concern.
3. Provide on-site sanitary facilities as required by governing agencies. Facilities must be maintained regularly.
4. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

**SITE HOUSEKEEPING AND CLEANUP**

1. **Waste/Debris:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor shall provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly, Contractor shall dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. The work site shall be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is mandatory.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work to the satisfaction of the City.
5. **Final Cleaning:** Upon completion of work, clean entire work, and project site as applicable.
  - A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
  - B. Remove any foreign materials from exposed surfaces.
  - C. Broom clean exterior paved driveways and parking areas.
  - D. Hose clean sidewalks and concrete exposed surfaces.

**SAFETY**

1. Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc.



2. Prior to completion, storage and adequate protection of all material and equipment shall be the Contractor's responsibility.
3. In no event shall the City be responsible for any damages to any of the Contractor's lost, damaged, destroyed or stolen equipment, materials, or property.

**SUBMITTALS**

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

**WARRANTY**

1. Contractor shall provide a three (3) year material and labor warranty from the date of substantial completion for each project, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner manuals must be provided to City before final payment request.

**SUBSTANTIAL COMPLETION PROCESS**

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
  - A. A written notice that the work or designated portion thereof, is substantially complete.
  - B. A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, the City will inspect to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
  - A. The City will promptly notify the Contractor in writing, giving the reasons, therefore.
  - B. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
  - C. The City will re-inspect the work.
4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

**FINAL COMPLETION PROCESS**

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
  - A. Contract documents have been reviewed.

- B. Work has been inspected for compliance with Contract documents.
  - C. Work has been completed in accordance with Contract documents.
  - D. Equipment and systems have been tested in the presence of the City representative and are operational.
- 2. The City will inspect to verify the status of completion with reasonable promptness after receipt of such certification.
  - 3. Should the City consider that the work is incomplete or defective:
    - A. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
    - B. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
    - C. The City will re-inspect the work.
  - 4. When the City finds that the work is acceptable under the Contract documents, the City shall request the Contractor make closeout submittals.
  - 5. **Final Application for Payment:** Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

#### CONTRACTOR CLOSEOUT DOCUMENTS

- 1. Evidence of compliance with requirements of governing authorities.
- 2. Consent of Surety to final payment.
- 3. Approved project record documents include electronic (CADD) and hard copy signed and sealed "As Built" by professional surveyor.
- 4. Completion of all submittals as required by Contract documents.
- 5. Warranties and operational manuals (2 copies).

**Exhibit B – Lift Station Generators      CONTRACT# CIP/220493**  
**Installation (HMGP)**

The Contract Plans for Lift Station Generators Installation (HMGP),  
dated September 19, 2022, are available for inspection and copying at:  
1805 NE 30<sup>th</sup> Avenue, Building 700, Ocala, FL 34470

Contract Plans for Manhole Lids and Seals Replacement,  
dated May 24, 2022, are available for inspection and copying at:  
1805 NE 30<sup>th</sup> Avenue, Bldg. 700, Ocala, FL 34470

**SCOPE OF WORK**  
**STANDBY GENERATOR AND ATS INSTALLATION**  
**City of Ocala – 20 Lift Station Sites**

**1.1. DESCRIPTION**

Provide twenty 40 kW or larger, standby power-rated engine generator sets (U.S. made). The generators shall be direct-coupled, liquid-cooled, with a conventional alternator and electronic governor. The unit shall be manufactured using parts readily available via next-day/overnight shipping. The generator must be complete with system controls and all necessary accessories to make the generator set fully operational. Submittal of adequate size calculations, kW ratings, ATS, fuel volume requirements, tank capacity, and electrical components shall be determined by a qualified vendor or an electrical engineer based on each lift station site location. A site visit is required by a vendor representative. Manufactures: Caterpillar, Cummins, Onan, Tradewinds, or approved equal.

1.1.1 Provide for integral automatic and manual operation of the generator from a switch panel for all automatic transfer switches (ATS) for the generator locations as described in this specification. The system must come online automatically when utility power is not present at the ATS. The system must automatically transfer generator power to load, and on the restoration of utility power automatically re-transfers load to utility power. After utility power is restored at ATS, the system must shut down the generator and return it to a state of readiness for the next operating cycle. The switch panel must have provisions for manual operation to conduct routine preventative maintenance and diagnosis. Manufactures: Asco, Caterpillar, Cummins, Onan or approved equal.

1.1.2 Standby and overload ratings shall meet the requirements herein.

1.1.3 The electric generating system must consist of an internal combustion engine, electrical generating alternator, electronic governor, couplings, and all controls, tested as a complete unit.

1.1.4 The generator must conform to NFPA 70 and applicable inspection authorities.

1.1.5 Transfer switch shall be labeled and approved to meet UL 1008.

1.1.6 The generator manufacturer must manufacture the transfer switch to ensure a single source for repairs and technical support.

1.1.7 The generator manufacturer must provide a diagnostic communication link for engine and generator parameters.

1.1.8 The generator manufacturer must have a service location, parts inventory, and factory-trained technicians within a 2-hour response to the Ocala FL 34470 zip code.

### 1.3 SUMMARY OF EQUIPMENT

1.3.1 Standby Power Rated Engine Generator, 40kw or larger, 60HZ, 3-phase and neutral, (4 Wire).

1.3.2 Automatic Transfer Switch (ATS), 100A or larger.

1.1.9 The generator enclosure shall be sound-attenuated, weatherproof constructed of aluminum, and withstand 180 mph wind loads.

### 2.0 ENGINE-GENERATOR SET

The prime mover or engine of the generator shall be a liquid-cooled, diesel or natural gas-fueled, naturally aspirated engine of 4-cycle design, with four cylinders (minimum).

2.0.2 The engine shall be cooled with an integral, unit-mounted radiator, fan, water pump, and closed coolant recovery system, which provides visual diagnostic means to determine if the system is operating with a normal engine coolant level. The radiator shall be designed for satisfactory operation at 122 Degrees Fahrenheit (50 degrees Celsius) ambient temperature.

2.0.3 The intake air filter (with replaceable elements) shall be mounted on the unit. Full pressure lubrication shall be supplied by a positive displacement lube-oil pump system. The engine shall have a replaceable oil filter with internal bypass and replaceable elements. Engine coolant and oil drain extension must be provided outside the mounting base for maintenance servicing. A fan blade guard shall be installed for safety.

2.0.4 The engine shall have a battery charging DC alternator with an electronic voltage regulator. The engine stater must be a solenoid shift electric starter.

2.0.5 Engine speed electronic governor shall have a frequency control adjustable to maintain alternator frequency within five percent (across the range) from no load to full load.

2.0.6 The engine fuel system shall be designed for operation using ultra-low sulfur diesel or natural gas. Diesel-fueled units must have a secondary fuel filter, water separator with glass bowl, manual fuel priming pump, and fuel shut-off solenoid.

2.0.7 Sensors shall be located on the engine for low oil pressure shutdown, high coolant temperature shutdown, low coolant level shutdown, over-speed shutdown, and over-crank shutdown.

2.0.8 The electric coolant heater shall be thermostatically controlled to automatically maintain the coolant within 5 degrees of the control temperature. The controlled temperature shall be the temperature recommended by the manufacturer to optimize the starting time.

### 2.2 ALTERNATOR



The alternator must be manufactured by the engine manufacturer with a multi-pole revolving field type, 3-phase, 60 HZ, 4 wire, with a brushless, static exciter. The generator shall be standby rated. The stator shall be directly connected to the engine flywheel. The generator alternator temp rise shall not exceed 105 Celsius. The alternator must be a 12 lead reconnectable with leads extended into the AC-connected panel. The alternator shall be protected by internal thermal overload protection and an automatic reset field circuit breaker. The alternator load shall be 100% of the nameplate kW rating.

2.2.1 The solid-state voltage regulator shall control the output voltage by varying the exciter magnetic field to provide plus or minus 1% regulation during stable load conditions. The regulator shall have a voltage droop characteristic of 4 volts per cycle to maximize motor starting capability in the event an extremely heavy load drops the output frequency. The frequency at which this droop operation begins shall be adjustable allowing the generator set to be properly matched to the load characteristics ensuring optimum system performance.

2.2.2 The voltage regulator shall contain a limiting circuit to prevent output voltage surges above 110% of rated voltage during generator set operation. On a loss of the sensing signal, the voltage regulator shall shut down to prevent an overvoltage condition from occurring. A voltage regulator that can go into a full field condition is unacceptable. A visual indicator must be provided to monitor the sensing (yellow), excitation (green), and output circuit (red) of the voltage regulator.

2.2.3 The engine generator set, and fuel tank shall be mounted with vibration isolators, permitting suitable mounting to any level surface.

### **2.3 GENERATOR CONTROLS**

2.3.1 All engine, alternator controls, and instrumentation shall be designed, built, wired, tested, and shock-mounted in a NEMA 3R enclosure to the engine-generator set by the manufacturer. It shall contain direct current (D.C.) panel lighting and a fused circuit for control protection.

2.3.2 The engine-generator set shall contain a complete engine start-stop control, which starts the engine on closing contacts and stops the engine on opening contacts. An automatic preheat circuit that can also be operated in a manual mode shall be provided. A cyclic cranking limiter shall be provided to open the starting circuit and disable the start cycle if the engine does not start after eight attempts. Engine control modules shall be the solid-state plug-in type for high reliability and easy service.

2.3.3 Safety shutdown monitoring system shall include a solid-state engine monitor with individual lights and one common external alarm contact indicating the following conditions: Overcrank shutdown, Overspeed shutdown, High Coolant Temperature (Low Coolant Level shutdown), Low Oil Pressure shutdown, and fuel leak. The monitoring system shall include a lamp test switch for manual reset of tripped conditions. Engine RPM shall be monitored by an independent permanent magnetic sensor. The engine shall shut down immediately and provide a no RPM event and warning lamp in the event of a failure.

2.3.4 Engine instrumentation shall consist of an oil pressure gauge, coolant temperature gauge, D.C. amp gauge, and an engine run-hour-meter, located on the unit control panel. Alternator instrumentation shall include meters to indicate output voltage per phase, amperage per phase, and generator output frequency.

2.3.5 The generator must include a fuel gauge or low fuel level sensor.

2.3.6 A thermal-magnetic, UL listed, main-line, molded case circuit breaker shall be mounted in the generator terminal panel. Lineside connections shall be made at the factory.

2.3.7 A red emergency stop pushbutton shall be provided on the exterior of the enclosure and shall be accessible without the use of a key and without having to open the enclosure.

## 2.4 MISCELLANEOUS EQUIPMENT

The following miscellaneous equipment shall be provided as a part of this procurement action:

2.4.1 The transfer switch mechanism and controls shall be mounted in a NEMA 3R weatherproof enclosure, rated for outdoor installations.

2.4.1.1 The engine-generator set shall be factory enclosed in an aluminum enclosure.

2.4.1.2 The sound attenuating enclosure levels shall be no more than 95 decibels at 3 meters (maximum) when the unit is operated at full load. The enclosure shall have large, removable doors to allow complete access to the engine, alternator, and control panel. Each door shall be fitted with stainless steel, lockable hardware with two sets of identical keys. The enclosure shall meet local seismic requirements.

2.4.1.3 An automatic dual rate battery charger mounted inside the generator enclosure shall be provided. The charger shall have a 120-volt, single-phase input. The automatic charger system shall monitor and limit the charge current to a maximum of 10 amps. The output voltage shall not exceed 16 volts and must be protected against reverse polarity.

2.4.1.4 A heavy-duty, lead-acid battery set shall be provided by the generator set manufacturer with adequate voltage and amperage capacity to start and operate the engine. The battery shall be shipped in place fully charged with electrolyte with a warranty of 5 years.

2.4.1.5 An integral skid-type fuel tank for diesel applications shall be provided with the generator set to permit no less than 24 hours of operation at full rated load. The tank shall be sized for the largest integral skid type fuel tank available from the factory for this size generator. The fuel tank shall be a dual wall tank with a retention capacity of 110% of the internal tank. The integral fuel tank shall include an interstitial leak detector to provide notification of the presence of fuel in the interstitial space. The leak detector shall be able to be wired to the safety shutdown monitoring system and shall have a dedicated indicator light.

### 3.0 AUTOMATIC TRANSFER SWITCH (ATS)

3.0.1 The automatic transfer switch shall be furnished to maintain system compatibility and local service responsibility for the complete emergency power system. It shall be listed by Underwriter's Laboratory, Standard 1008, with circuit breaker protection afforded by the generator breaker. The Manufacturer's production data sample documents of the transfer switch tests shall withstand 10,000 mechanical operation cycles (minimum) without failure. Wiring shall comply with NEC table 373-6. The manufacturer shall furnish complete schematic and wiring diagrams for the particular automatic transfer switch and a typical wiring diagram for the entire system showing all components, relays, and part numbers. The ATS shall be secured to the stainless steel and weather-proof enclosure. All wiring and connections to integrate the ATS into the generator output shall be made by the vendor. The transfer switch must be manufactured by the engine generator manufacturer.

### 3.1 ATS RATINGS & PERFORMANCE

3.1.1 The automatic transfer switch (ATS) shall be a 4-pole design (3-pole + neutral), rated for a full load, and continuous operation. The ATS rating shall be ambient temperatures of -15 Degrees Celsius to +50 Degrees Celsius. The transfer switch shall have a minimum withstand and closing rating of 42,000 amperes. The RMS symmetrical fault current ratings shall be the rating listed in the UL listing or component recognition procedures for the transfer switch.

### 3.3 ATS CONSTRUCTION

3.3.1 The transfer switch shall be open transition type, positively electrically and mechanically interlocked in both normal and emergency positions. The transfer switch shall be approved for manual operation.

3.3.2 The transfer switch electrical actuator shall have an independent disconnect means to disable the electrical operation during manual switching. Maximum electrical transfer time in either direction shall be 160 milliseconds, exclusive of time delays. Main switch contacts shall be high-pressure silver alloy or superior contacts.

### 3.4 CONTROL EQUIPMENT

3.4.1 All control equipment shall be mounted on the inside of the cabinet door in a metal lockable enclosure with a transparent safety shield to protect all-solid-state circuit boards. This will allow for ease of service access when the main cabinet lockable door is open but prevent access by unauthorized personnel. Control boards shall have installed cover plates to avoid shock hazards while making control adjustments. The solid-state voltage sensors and time delay modules shall be plug-in circuit boards with corrosion-resistant contacts for ease of service and longevity.

3.4.2 A solid-state under-voltage sensor shall monitor each phase of the normal source and provide adjustable ranges for field adjustments for specific application needs. Pick-up and drop-out settings shall be adjustable from a min. of 70% to a max. of 95% of nominal voltage.

3.4.3 The operating power for transfer and retransfer shall be obtained from the source to which the load is being transferred. Controls shall provide an automatic retransfer of the load from emergency to normal if the emergency source fails with the normal source available.

3.4.4 Provide a solid-state exercise clock to set the day and time of the generator to the exercise period. The clock shall have a seven-day, 24-hour programmable clock powered from the utility side of the transfer switch. A 150-hour internal battery shall be supplied to maintain the circuit board settings when the load side of the transfer switch is de-energized.

3.4.5 Minimum front-mounted controls shall include a selector switch to provide for a NORMAL TEST mode with full use of time delays, and AUTOMATIC mode to set the system for normal operation.

3.4.6 Provide unique colored indicator lamps to be energized when the transfer switch position is in either UTILITY, EMERGENCY, or STANDBY OPERATING mode. These lights shall be energized from the utility or the engine-generator set.

3.4.7 Provide a manual operating handle to allow for manual transfer. This handle shall be mounted inside the lockable enclosure so accessible only by authorized personnel.

3.4.8 Provide a safety disconnect switch to prevent load transfer and automatic engine start while performing maintenance. This switch will also be used for manual transfer switch operation.

3.4.9 Provide status lights to give a visual readout of the operating sequence. This shall include at a minimum: utility on, engine warm-up, standby voltage on, generator transfer, return to utility, and test mode.

#### 4.0 FACTORY TESTING

4.0.1 Before shipment of the equipment, the engine-generator set shall be tested under rated load and power factor for performance and proper functioning of control and interfacing circuits. Tests shall include:

4.0.1.1 Verifying all safety shutdowns and components are functioning properly.

4.0.1.2 Single-step load pick-up per NFPA 110-1985, Paragraph 5-13.2.6.

4.0.1.3 Transient and voltage dip responses and steady-state voltage and speed (frequency) checks.

4.0.1.4 The factory test data sheet shall identify all tests (PASSED or FAILED) and accompany each generator set. This will be reviewed by the City of Ocala Fleet Management Department.

#### 4.3 OWNERS MANUALS

4.3.1 One (1) hard copy set of owner's manuals specific to the generator and products supplied shall be furnished for each unit. General operating instruction, preventive maintenance, wiring diagrams, schematics, and parts exploded views specific to this model shall be included. A PDF version of the owner's manuals shall also be provided with each generator.

#### 4.4 SUBMITTALS

4.4.1 Provide complete sets (for each rating of the generator) of Engineering Submittal for approval, showing all components, in addition to the engine, generator, and automatic transfer switch. Submittals shall include complete system interconnection wiring diagrams and a manufacturer's warranty form indicating compliance with these specifications. Submittal of adequate size calculations, ATS, and electrical components shall be determined by a qualified vendor or an electrical engineer based on each lift station. Site visit required.

#### 4.5 SPARE PARTS

General parts: Provide one set of maintenance (spare) parts for each generator provided under this submittal. Provide parts necessary to perform scheduled maintenance functions for 2000 operating hours plus replacement bulbs for indicators, replacement fuses for each fuse used on the generator, and any other like items that the manufacturer deems necessary for routine maintenance. This group of parts shall include a complete list of all vendor's recommended spares, including, but not limited to, the items listed below:

1. Engine lubricating oil filters and filter gaskets, if separate from the filter.
2. Fuel filters and filter gaskets, if separate from the filter.
3. Engine intake air filters and filter gaskets, if separate from the filter.
4. A minimum of 3 light bulbs of each type of light bulb used in the generator.
5. A minimum of 3 electrical fuses of each size/type fuse used in the generator.

#### 4.6 WARRANTY

The vendor shall provide a five-year warranty on parts and labor, which starts from the date the equipment is commissioned on-site. This requirement shall not modify or change the standard contract warranty agreement.

#### 5.0 INSTALLATION

5.1 The generator and ATS supplier shall visit the worksite to survey the required installation, then shall provide all materials and labor needed to install the generator and ATS. This shall include properly engineered concrete pads, conduit, cable, circuit breakers, and all equipment and materials. This shall also include interconnection of the ATS to utility power, and a 500A output circuit breaker panel in a NEMA 3R enclosure. Testing and commissioning shall be done by the contractor. Certified NFPA 110 test reports with a 4-hour load bank on-site shall be performed by the manufacturer's engine factory technician.

**Lift Station Generators Installation (HMGP)****Scope of Work for Generator Platform****Project Description:**

This project consists of the installation of generators to existing wastewater lift stations (citywide) to continue operating should power be lost during any storm event. The generator shall be protected against a 500-year flood event by locating them outside the Special Flood Hazard Area (SFHA).

After an engineering study, City of Ocala Engineering has determined that two of the proposed lift station generators to be installed are within a Special Flood Hazard Area (SFHA) and they need to be elevated about one foot above the Base Flood Elevation (BFE).

**The proposed work is generally described as follows:**

Lift Station #31, located on 2012 CR 200A, the new generator will need an aluminum platform to be elevated approximately 5 feet (El. 58.00') above the wet well elevation (El. 53.00'). The platform will need to be designed to support the generator, tank, diesel fuel weight plus including safety factor. This platform will include the structural members, railings, gratings, anchors, steps, and any other necessary component. Generator will need minimum of 36 inches clearance all around for maintenance purposes.

Lift Station #94, located on 1907 NW 16<sup>th</sup> St, the new generator will need to be elevated approximately 4 feet (El. 57.10') above the wet well elevation (El. 53.40'). In this case, between a concrete pad and the diesel tank (attached under the generator) over the slab could be sufficient to meet the required height. Generator will need minimum of 36 inches clearance all around for maintenance purposes.

Contractor is responsible of providing all materials, design, labor, and equipment to complete the portion of the project.



## PROJECT LOCATIONS AND SURVEY DATA

LIFT STATION	ADDRESS	GENERATOR SIZE	CONTROL POINTS
LS #8	690 SW 2nd ST	80 KW	CP 202 "SET 5/8 IRC C00" EL. 65.07'
LS #11	628 NE 27th AVE	40 KW	CP 29 "SET 60D NAIL" EL. 74.26'
LS #26	CARLTON ARMS APARTMENTS	125 KW	CP 3 "SET 60D NAIL" EL. 77.96'
LS #31	2012 CR 200A	80 KW	CP 52 "SET DISK C00" EL. 53.14'
LS #35	3001 SW 67th AVE RD	80 KW	CP 75 $\frac{15}{8}$ IRC C00" EL. 83.53
LS #57	2400 SW 21st CIR	125 KW	CP 72 "4X4 PLS2893" EL. 64.44'
LS #63	3637 SE 17th ST	80 KW	CP 50 "86 NGS A427" EL. 64.53'
LS #68	1009 NE 28th AVE	40 KW	CP 100 "CIRC C00 CP" EL. 66.31'
LS #80	4755 SW 46th CRT	125 KW	CP 1 "IRC 5/8" NOT LEDG" EL. 65.72'
LS #81	2451 NW 50th AVE	125 KW	CP 11 "SET 60D NL POL" EL. 60.00'
LS #85	AVALON CONDOMINIUM	40 KW	CP 5 "SET MAG NL/ DISK C00 CP" EL. 57.77'
LS #94	1907 NW 16th ST	80 KW	CP 1 "CNL/DISK C00 ENG DEPT" EL. 53.70'
LS #97	5500 SW COLLEGE RD	125 KW	CP 2 "SET MAG/NL&DISK C00 BENCHMARK" EL. 67.19'
LS #98	644 SE 44th RD	125 KW	CP 24 "CIRC COED" EL. 80.96'
LS #123	4890 SW COLLEGE RD	125 KW	CP 9 "SET NL/TAB" EL. 67.80'
LS #125	5700 SW 42nd PL	45 KW	CP 17 "CNL C00 CONTROL POINT" EL. 73.93'
LS #126	4544 SW 52nd CIR	40 KW	CP 1 "CNL C00 CP" EL. 77.48'
LS #127	4628 SW 48th AVE	125 KW	CP 55 "NL/FD NL & DISC PRM LB 4074" EL. 79.04'
LS #129	2220 SE 40th ST RD	45 KW	CP 2 "MAG/NL DISK C.O.E.D." EL. 108.94
LS #134	4501 SW 61st RD	125 KW	CP 9 "CNL/SET MAG NL & TAB" EL. 68.93'



YOUR TAXES AT WORK....

# **GENERATORS/MANHOLE LID AND SEALS REPLACEMENT**

PROJECT ITB # CIP/220493  
CITY OF OCALA, FLORIDA

## **CITY COUNCIL:**

**BARRY MANSFIELD**

(COUNCIL PRO-TEM)  
DISTRICT 1

**IRE BETHEA, Sr.**

DISTRICT 2

**JAY MUSLEH**

DISTRICT 3

**KRISTEN DREYER**

DISTRICT 4

**JAMES HILTY**

(COUNCIL PRESIDENT)

DISTRICT 5

**KENT GUINN**

MAYOR

## **CITY OF OCALA**

**CAPITAL IMPROVEMENT  
PROJECTS DIVISION**

**CONTRACTOR**

(Name)

**PROJECT COST**

(Dollar Amount)

**START DATE**

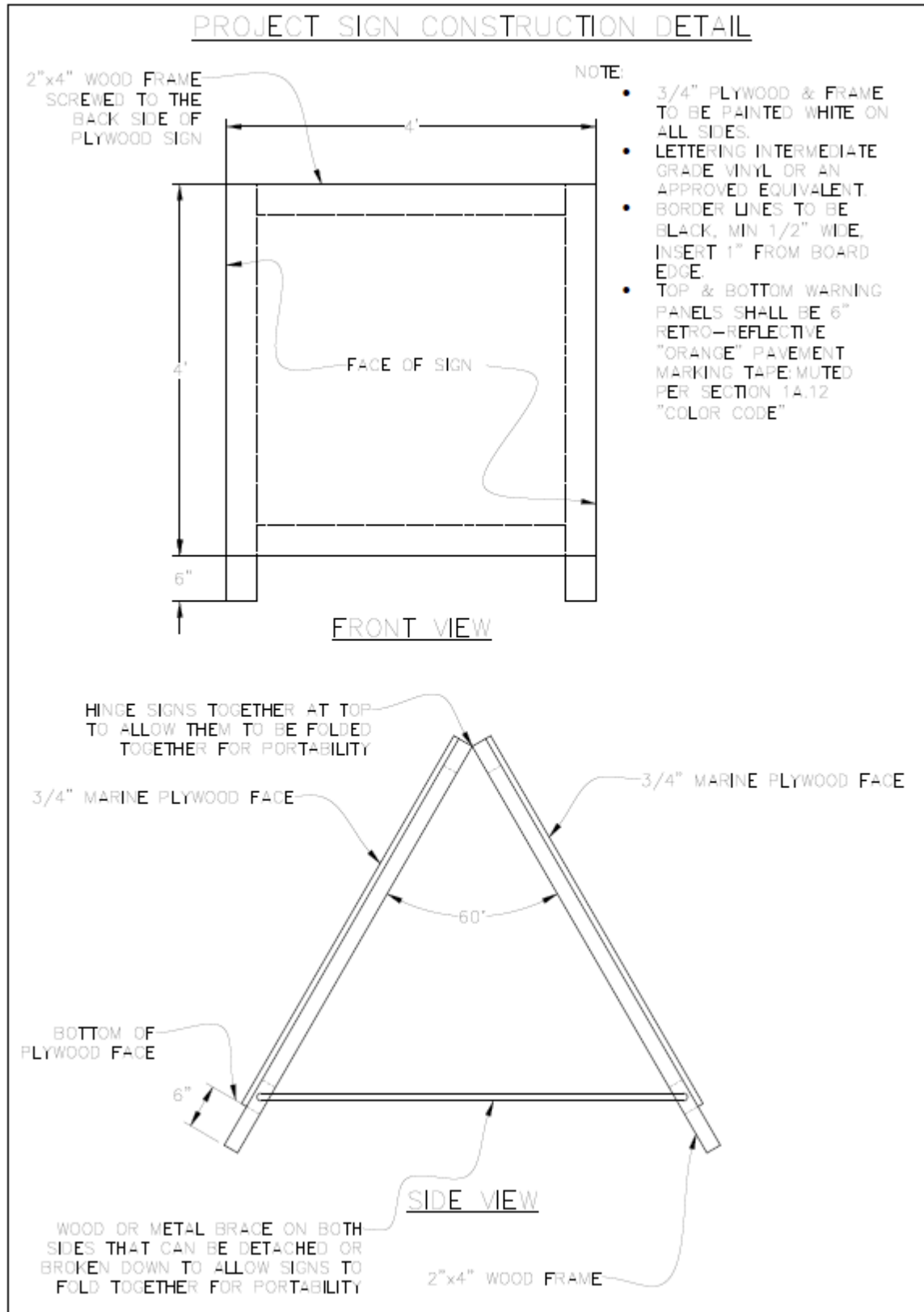
(month, day, year)

**COMPLETION DATE**

(month, day, year)

**FOR PROJECT INFORMATION CONTACT:  
CAPITAL IMPROVEMENT PROJECTS DIVISION**

**352-629-8419**



ITEM	DESCRIPTION	UOM	UNIT COST
<b>GENERAL CONSTRUCTION</b>			
G-01	MOBILIZATION	LS	\$99,526.00
G-02	BONDS	LS	\$59,715.00
G-03	PROJECT SIGN	EA	\$1,000.00
G-05	MAINTENANCE OF TRAFFIC	LS	\$30,000.00
G-17	REMOVE & REPLACE UNSUITABLE MATERIAL	CY	\$180.00
G-19	LIME ROCK BASE, 12"	SY	\$35.00
G-21	REMOVE & REPLACE CONCRETE SIDEWALK & DRIVEWAYS	SY	\$10.00
G-25	ASPHALT PAVEMENT REMOVAL	SY	\$8.00
G-26	TEMPORARY ASPHALT MILLINGS	SY	\$22.00
G-31	ASPHALT	TON	\$60.00
G-80	SOD - BAHIA	SY	\$3.80
G-93	TEMPORARY STRIPING	LF	\$1.00
G-94	THERMOPLASTIC STRIPING	LF	\$1.00
<b>LIFT STATION GENERATORS</b>			
LS-8	PURCHASE & INSTALLATION OF 80 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$89,823.00
LS-11	PURCHASE & INSTALLATION OF 40 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$81,246.00
LS-26	PURCHASE & INSTALLATION OF 125 kW NATURAL GAS GENERATOR WITH ATS. GAS CONNECTION. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$96,799.00
LS-31	PURCHASE & INSTALLATION OF 80 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK. ALUMINUM PLATFORM.	LS	\$145,779.00
LS-35	PURCHASE & INSTALLATION OF 80 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$87,381.00
LS-57	PURCHASE & INSTALLATION OF 125 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$98,635.00
LS-63	PURCHASE & INSTALLATION OF 80 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$93,897.00
LS-68	PURCHASE & INSTALLATION OF 40 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$79,310.00
LS-80	PURCHASE & INSTALLATION OF 125 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$97,074.00
LS-81	PURCHASE & INSTALLATION OF 125 kW NATURAL GAS GENERATOR WITH ATS. GAS CONNECTION. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$102,166.00

ITEM	DESCRIPTION	UOM	UNIT COST
LS-85	PURCHASE & INSTALLATION OF 40 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$75,998.00
LS-94	PURCHASE & INSTALLATION OF 80 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$151,254.00
LS-97	PURCHASE & INSTALLATION OF 125 kW NATURAL GAS GENERATOR WITH ATS. GAS CONNECTION. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$91,152.00
LS-98	PURCHASE & INSTALLATION OF 125 kW NATURAL GAS GENERATOR WITH ATS. GAS CONNECTION. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$96,042.00
LS-123	PURCHASE & INSTALLATION OF 125 kW NATURAL GAS GENERATOR WITH ATS. GAS CONNECTION. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$95,610.00
LS-125	PURCHASE & INSTALLATION OF 45 kW NATURAL GAS GENERATOR WITH ATS. GAS CONNECTION. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$71,938.00
LS-126	PURCHASE & INSTALLATION OF 40 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$75,087.00
LS-127	PURCHASE & INSTALLATION OF 125 kW NATURAL GAS GENERATOR WITH ATS. GAS CONNECTION. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$91,788.00
LS-129	PURCHASE & INSTALLATION OF 45 kW NATURAL GAS GENERATOR WITH ATS. GAS CONNECTION. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$75,789.00
LS-134	PURCHASE & INSTALLATION OF 125 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK.	LS	\$94,217.00
<b>SEWER SYSTEM</b>			
S-04	REMOVE & REPLACE MANHOLE RINGS & COVERS WITH HINGED MANHOLE RINGS AND COVERS	EA	\$200,000.00

**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. Contractor 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 Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, identity, or national origin. The Contractor 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 Contractor 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. Contractor 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. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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. Contractor 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 Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor 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. Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor 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 Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- **Subcontracts.** The Contractor 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 Contractor 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 Contractor 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 Contractor agrees to report each violation to the City and Contractor 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 Contractor 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 Contractor 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 Contractor agrees to report each violation to the City and Contractor 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 Contractor 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 Contractor is required to verify that none of the Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor 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**

Contractor 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 Contractor 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, Contractor, or any other party pertaining to any matter resulting from the contract.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

**CONFLICT OF INTEREST**

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

**MANDATORY DISCLOSURES**

Contractor 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. Contractor 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. Contractor 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. Contractors 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. Contractor'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.

**ITB NO. 220493**

**Lift Station Generators Installation (HMGP)**

**Electrical One Line Diagrams**

Electrical Riser Diagram  
Location: LS008 @ 690 SW 2ND ST

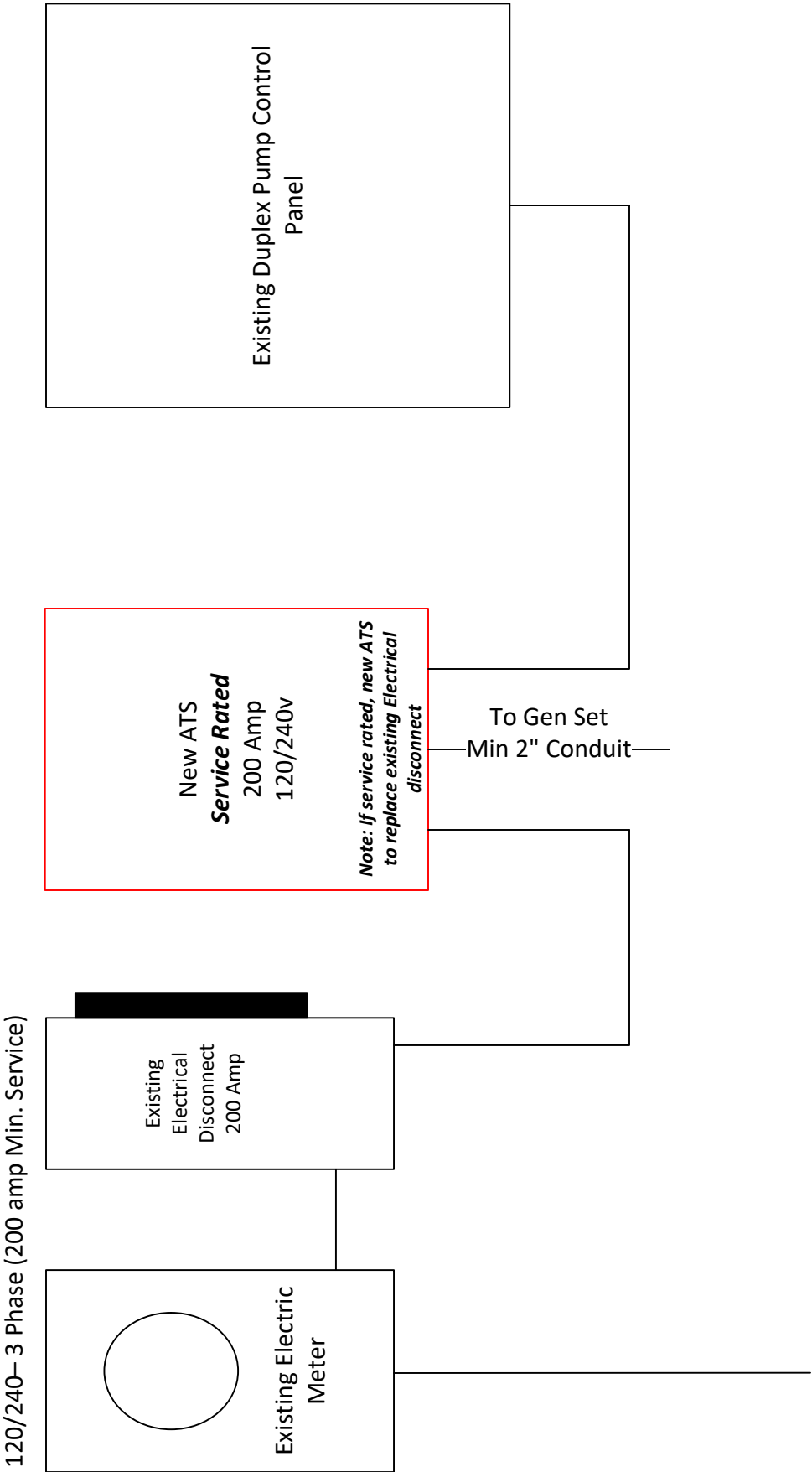






Figure 1: LS #8

Electrical Riser Diagram  
Location: LS011 @ 628 NE 27TH AVE

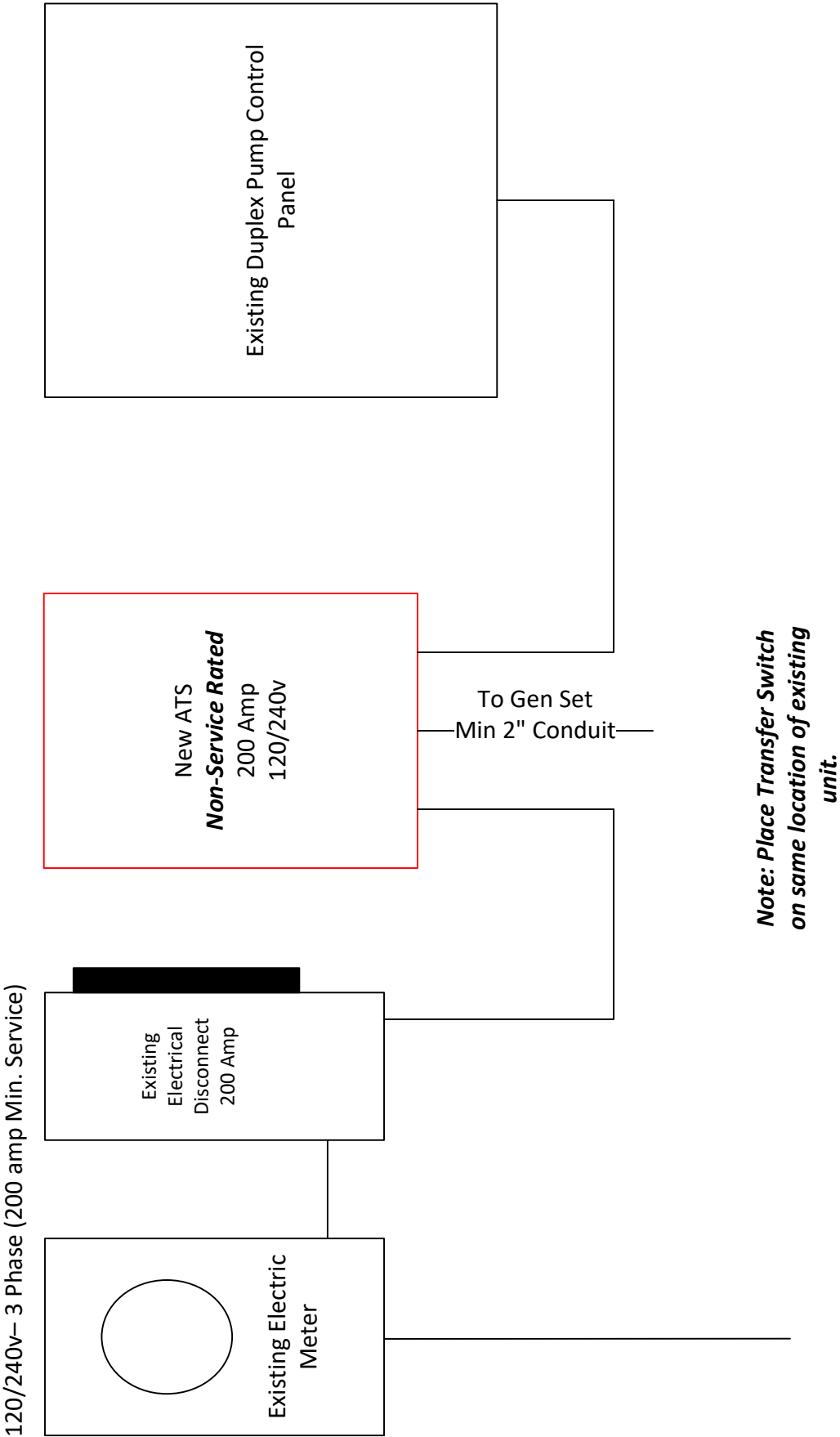






Figure 2: LS #11

Electrical Riser Diagram  
Location: LS026 @ 5001 SW 20TH ST

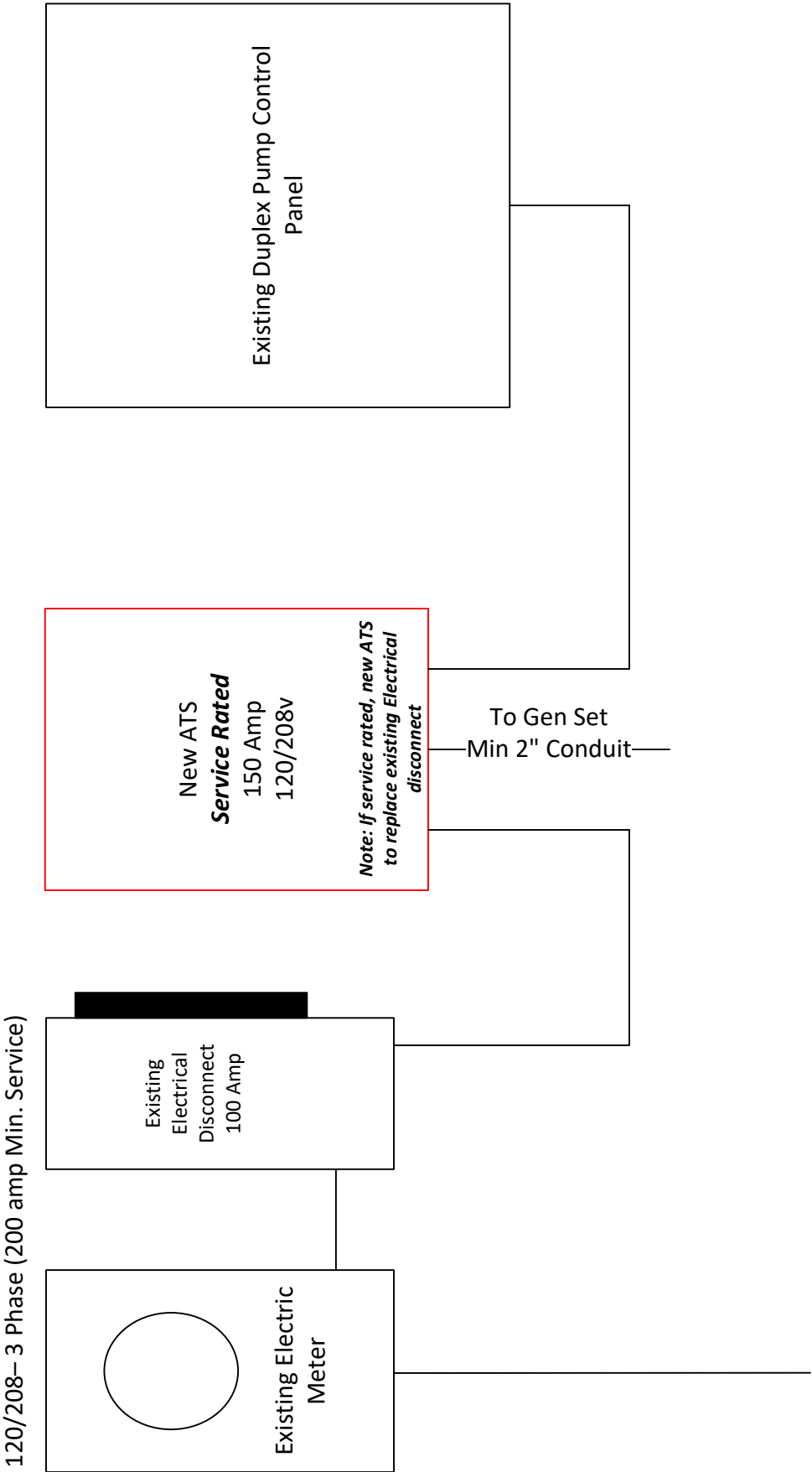






Figure 3: LS #26

Electrical Riser Diagram  
Location: LS031 @ 278 NE JAX RD

120/208v- 3 Phase (200 amp Min. Service)

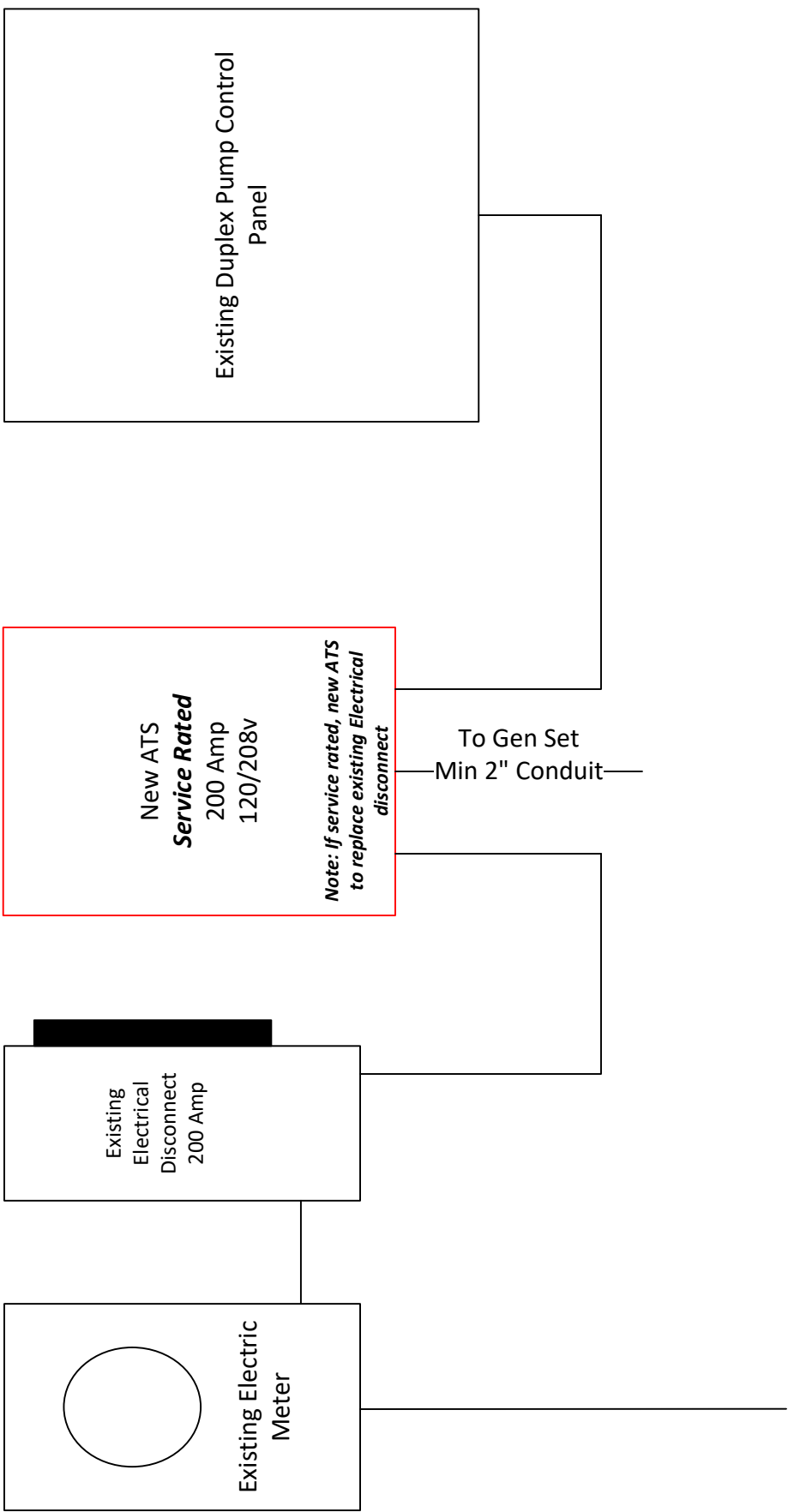






Figure 4: LS #31

Electrical Riser Diagram  
Location: LS035 @ 3002 SW 67TH AVE

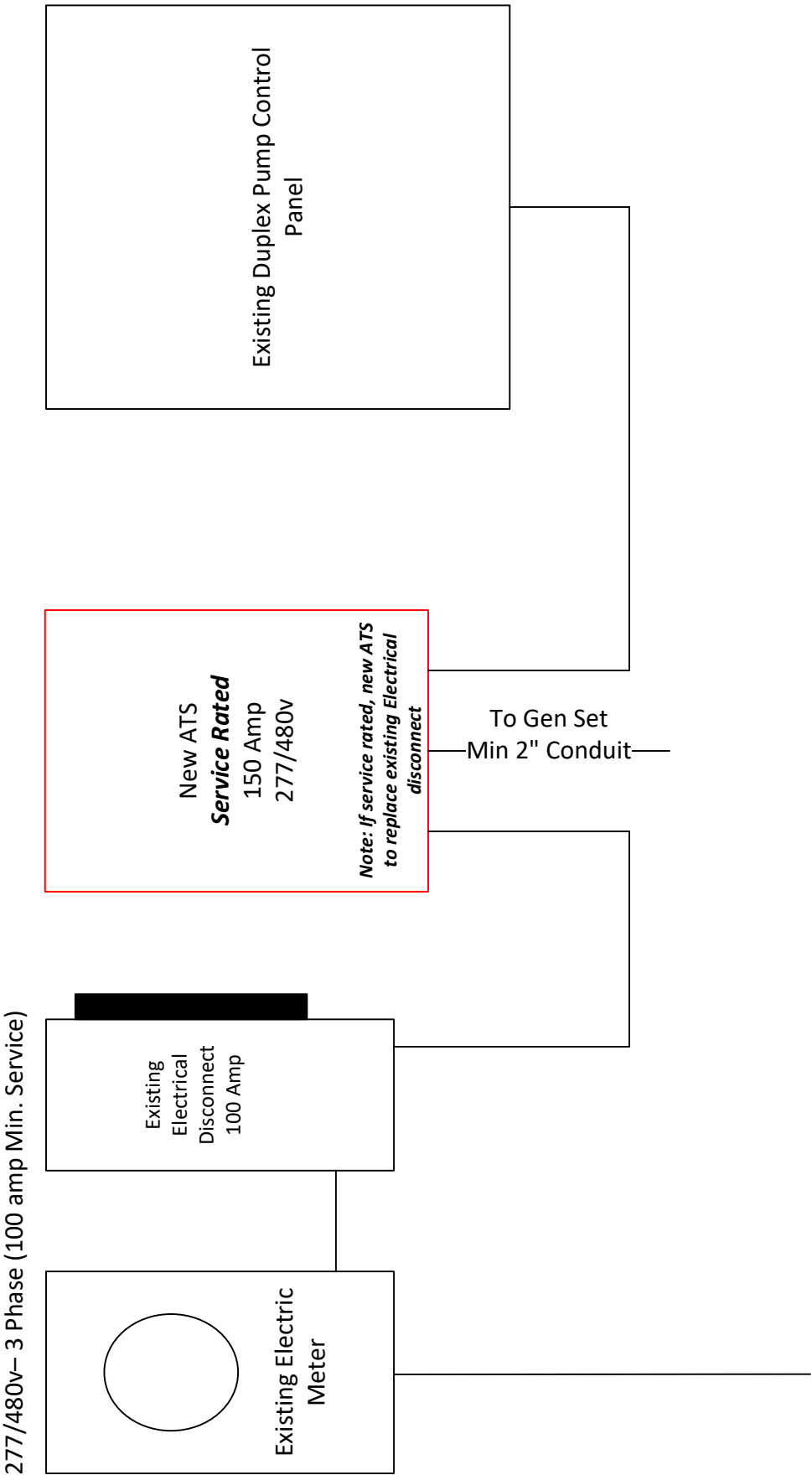






Figure 5: LS #35

Electrical Riser Diagram  
Location: LS057 @ 2400 SW 21ST CIR

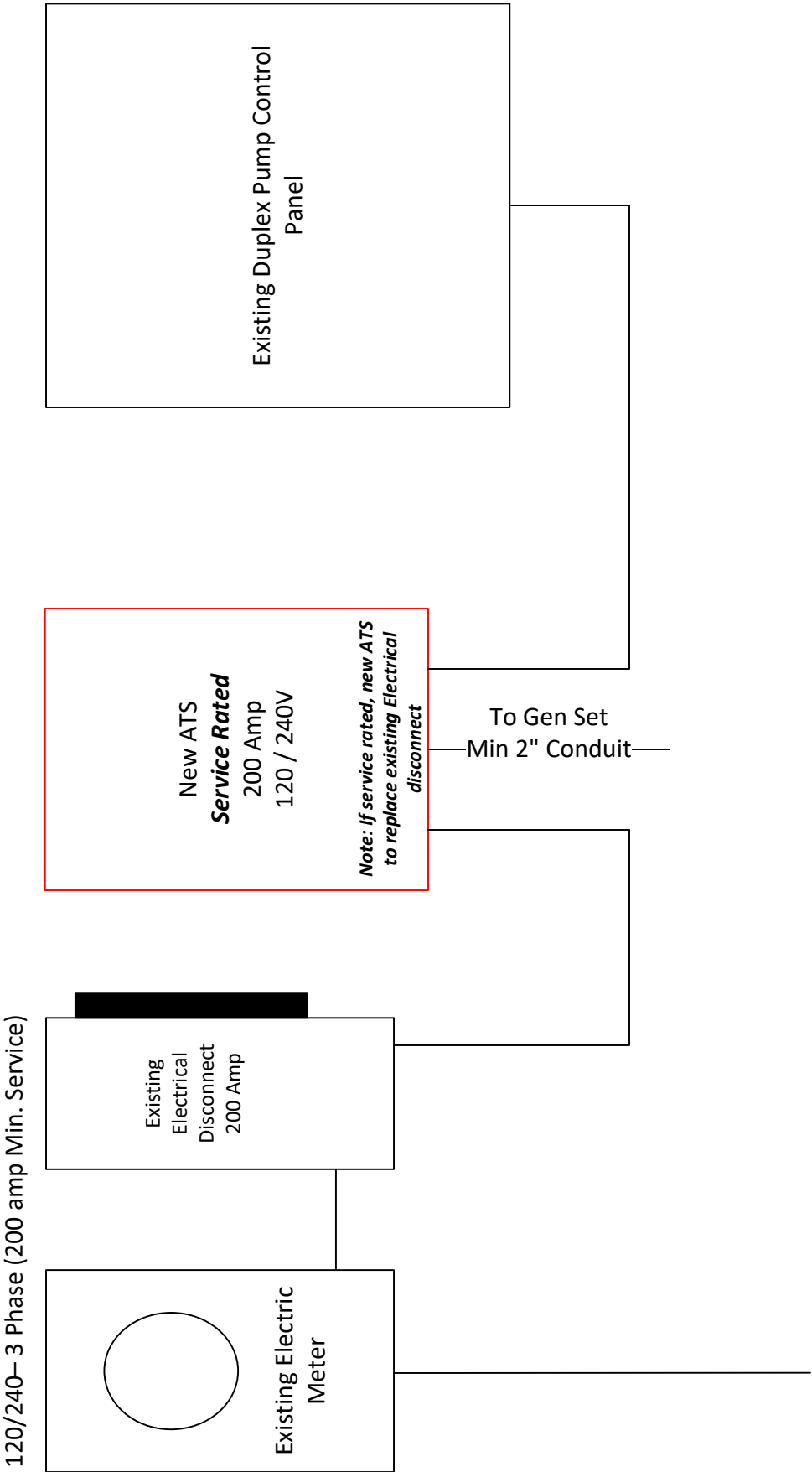
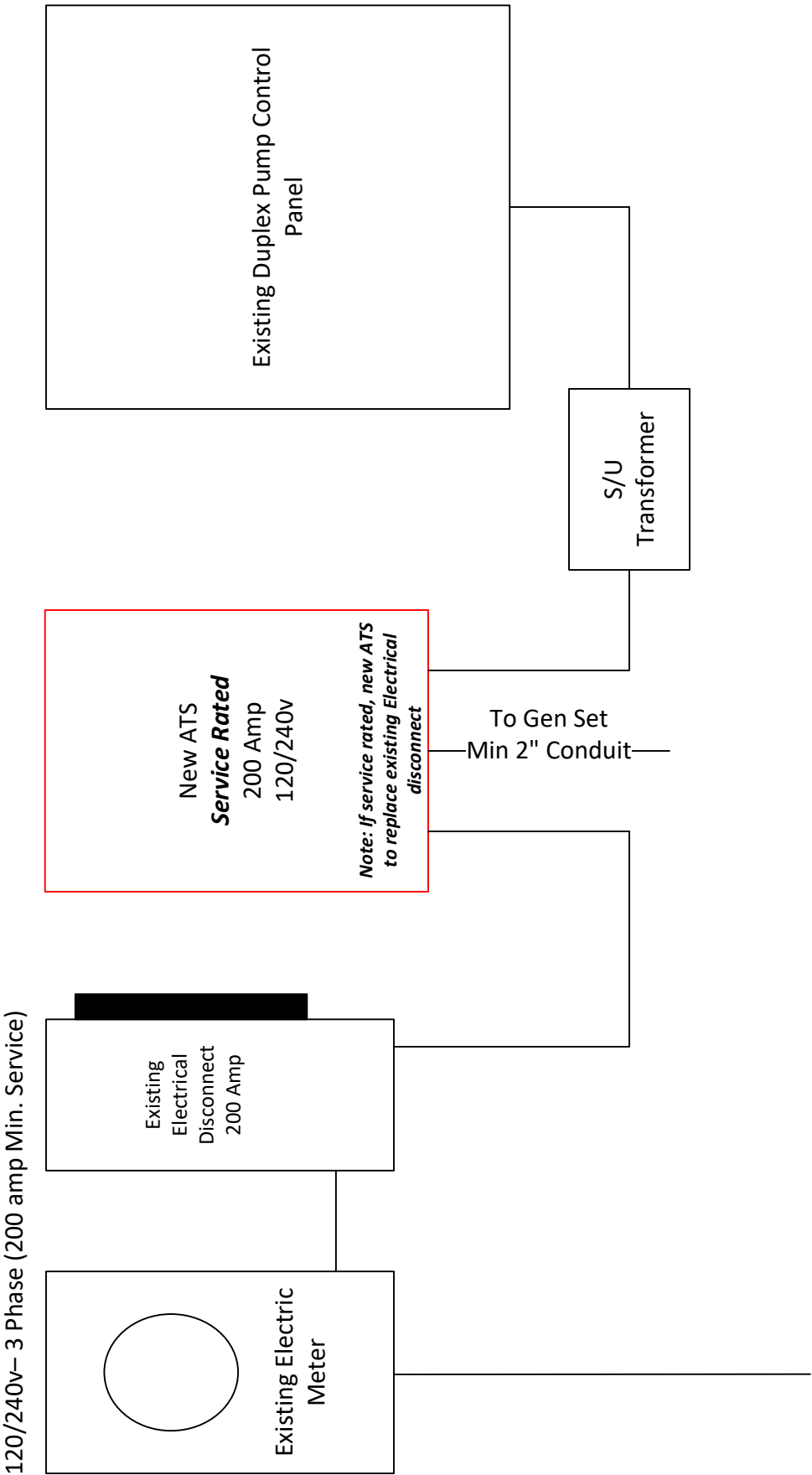






Figure 6: LS #57

Electrical Riser Diagram  
Location: LS063 @ 1626 SE 36TH AVE







*Figure 7: LS #63*







Figure 8: LS #68



Electrical Riser Diagram  
Location: LS080 @ 4565 SW SR 200

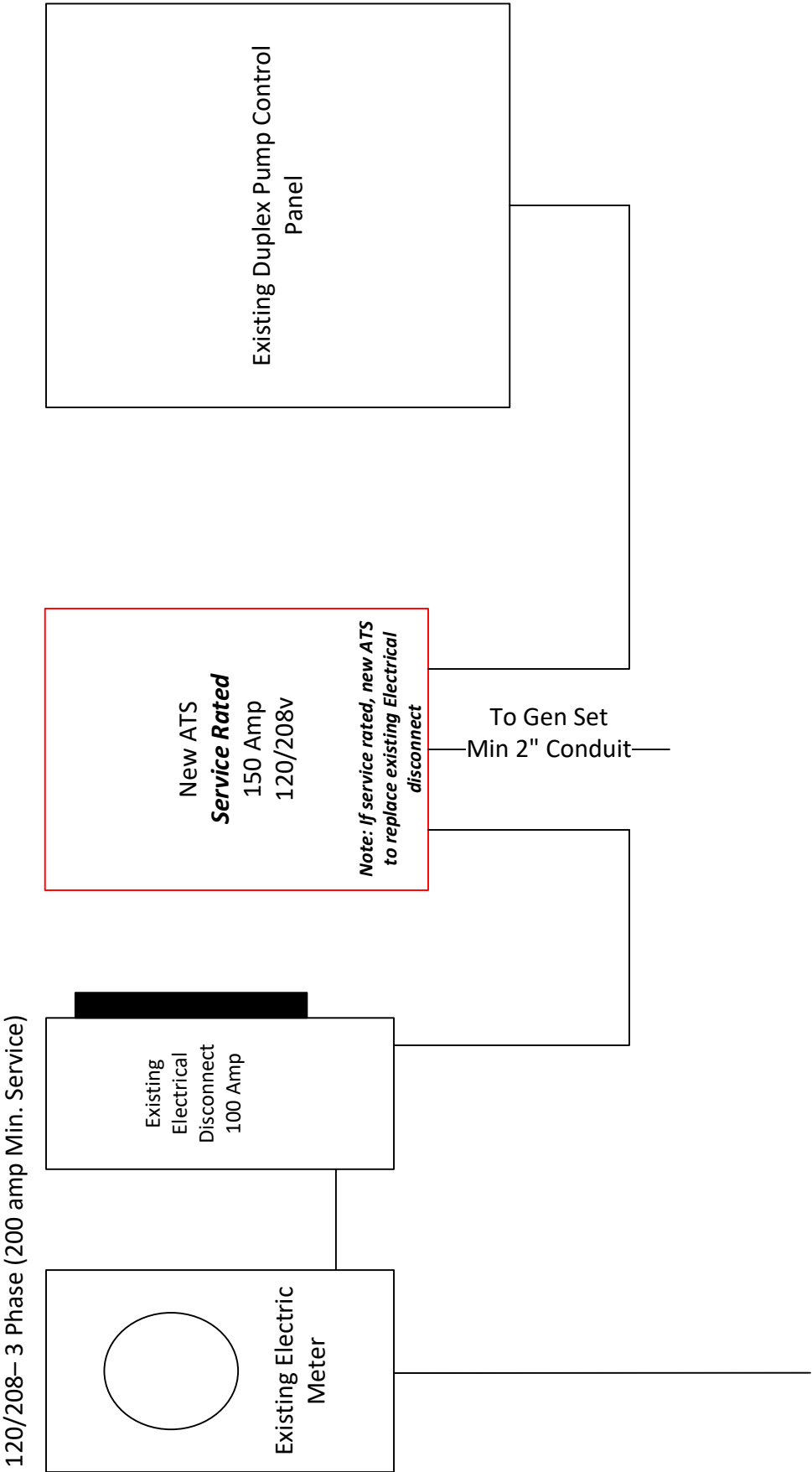






Figure 9: LS #80

Electrical Riser Diagram  
Location: LS081 @ 5000 NW 26th ST

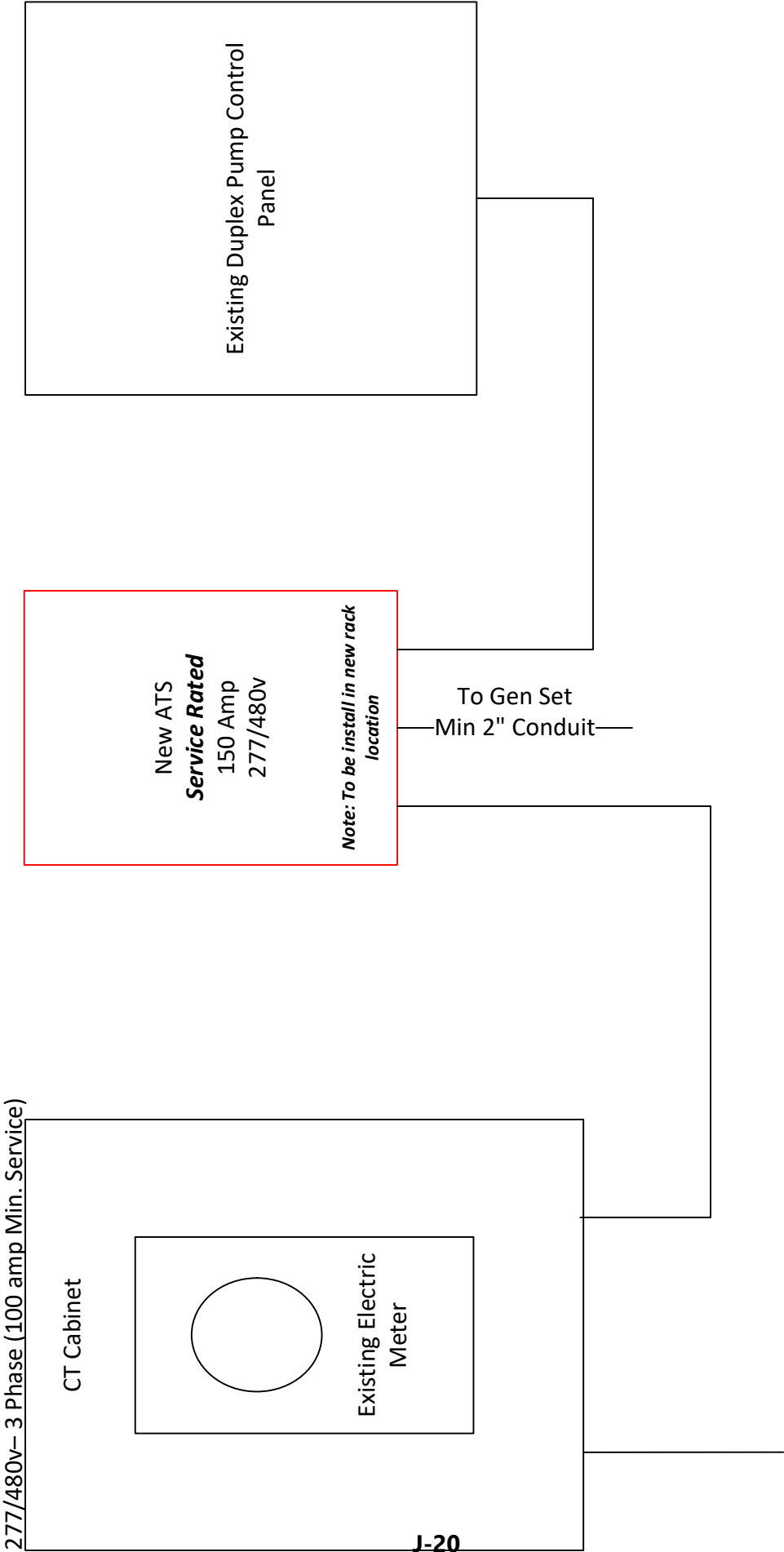






Figure 10: LS #81



Electrical Riser Diagram  
Location: LS085 @ 3415 W ANTHONY RD

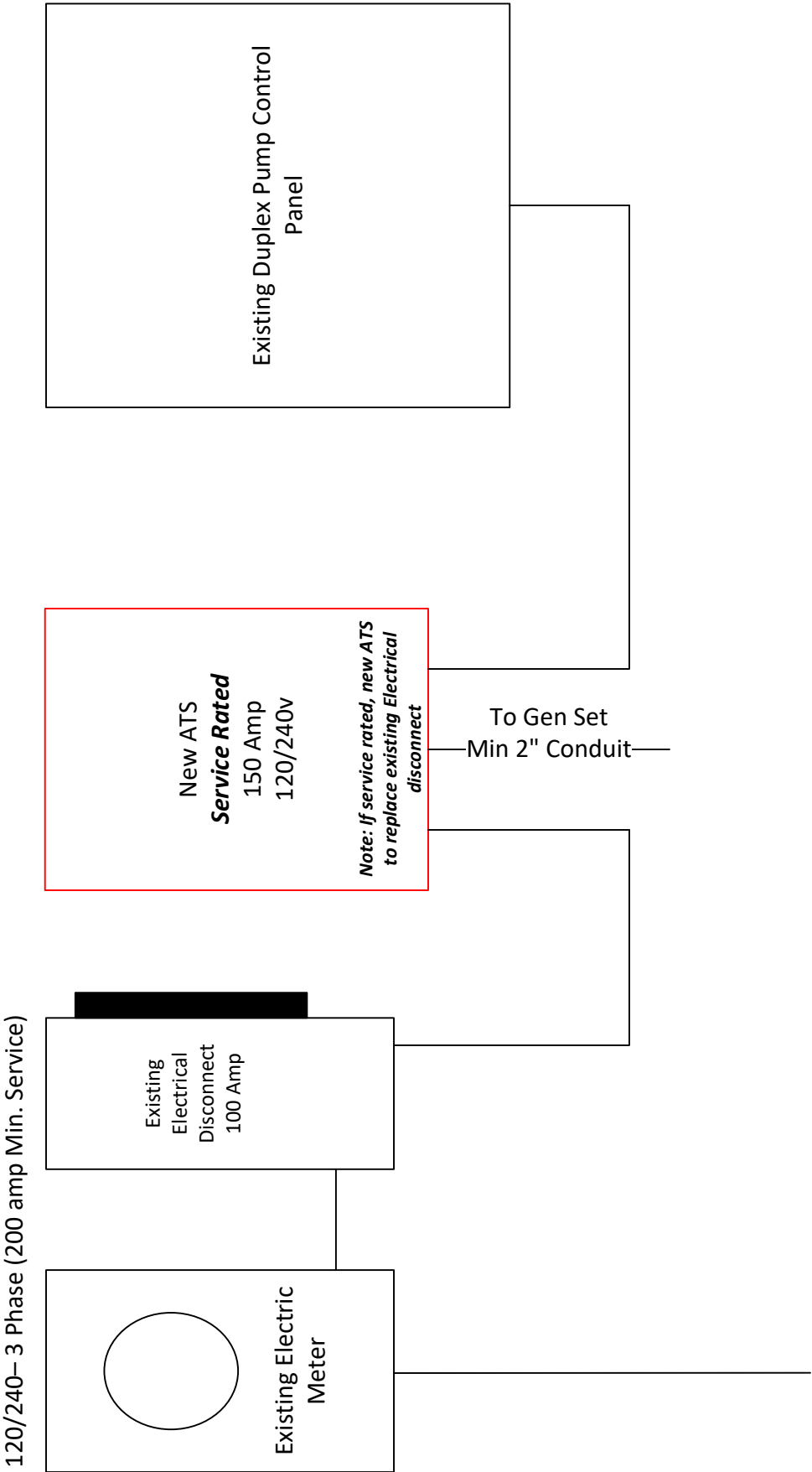




Figure 11: LS #85



Electrical Riser Diagram  
Location: LS094 @ 1890 NW 16TH ST

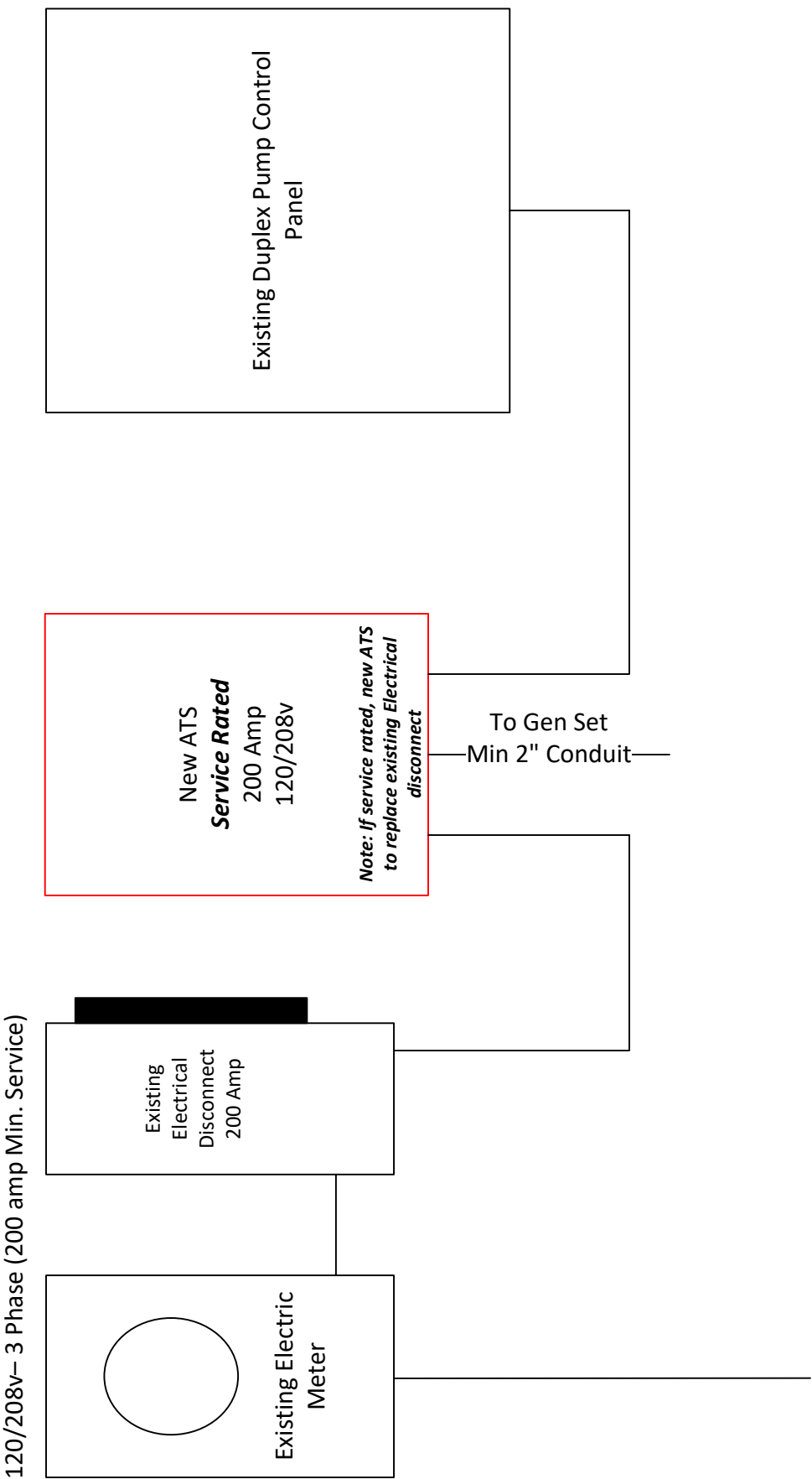






Figure 12: LS #94



Electrical Riser Diagram  
Location: LS097 @ 5600 SW COLLEGE RD

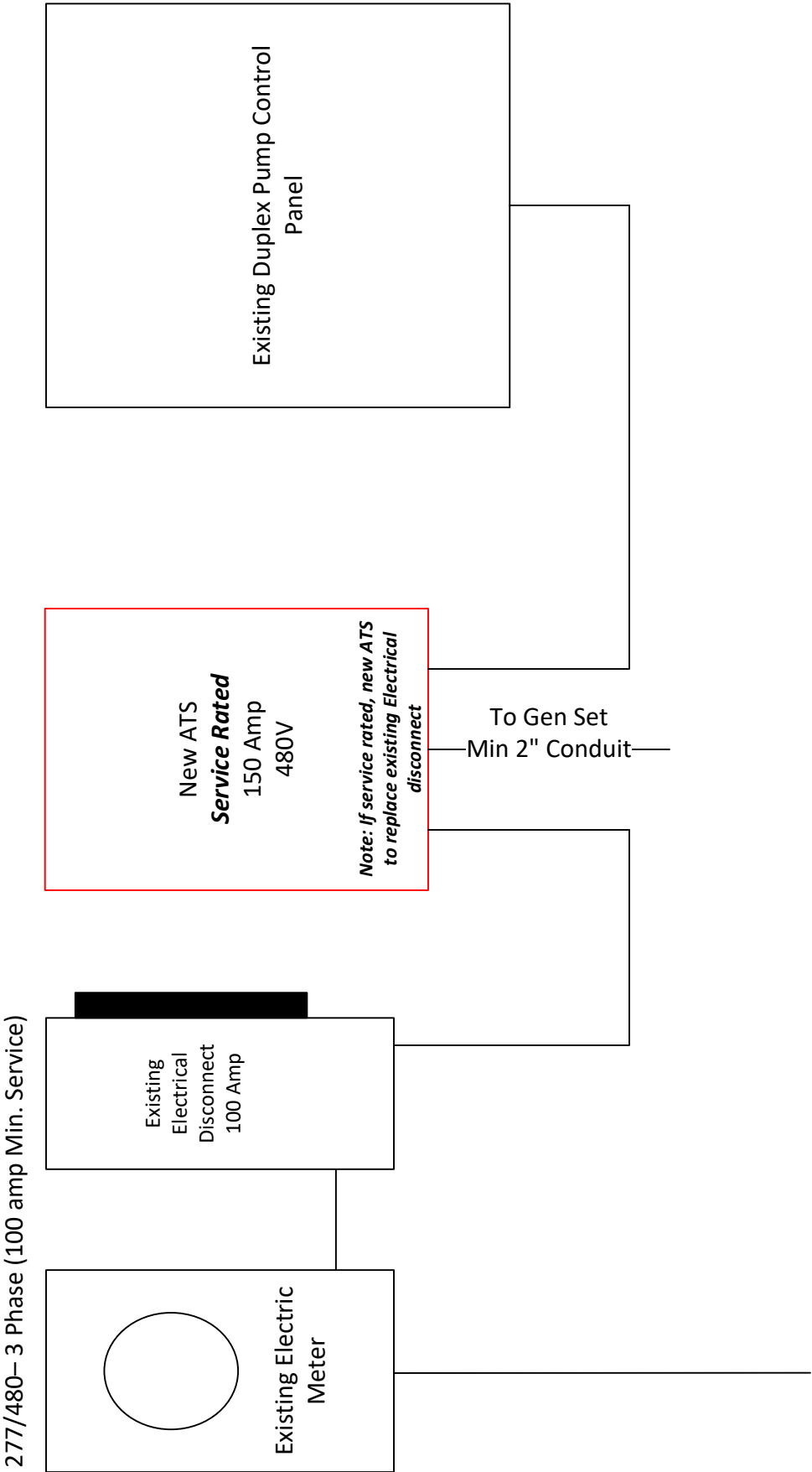






Figure 13: LS #97

Electrical Riser Diagram  
Location: LS098 @ 645 SE 44TH RD

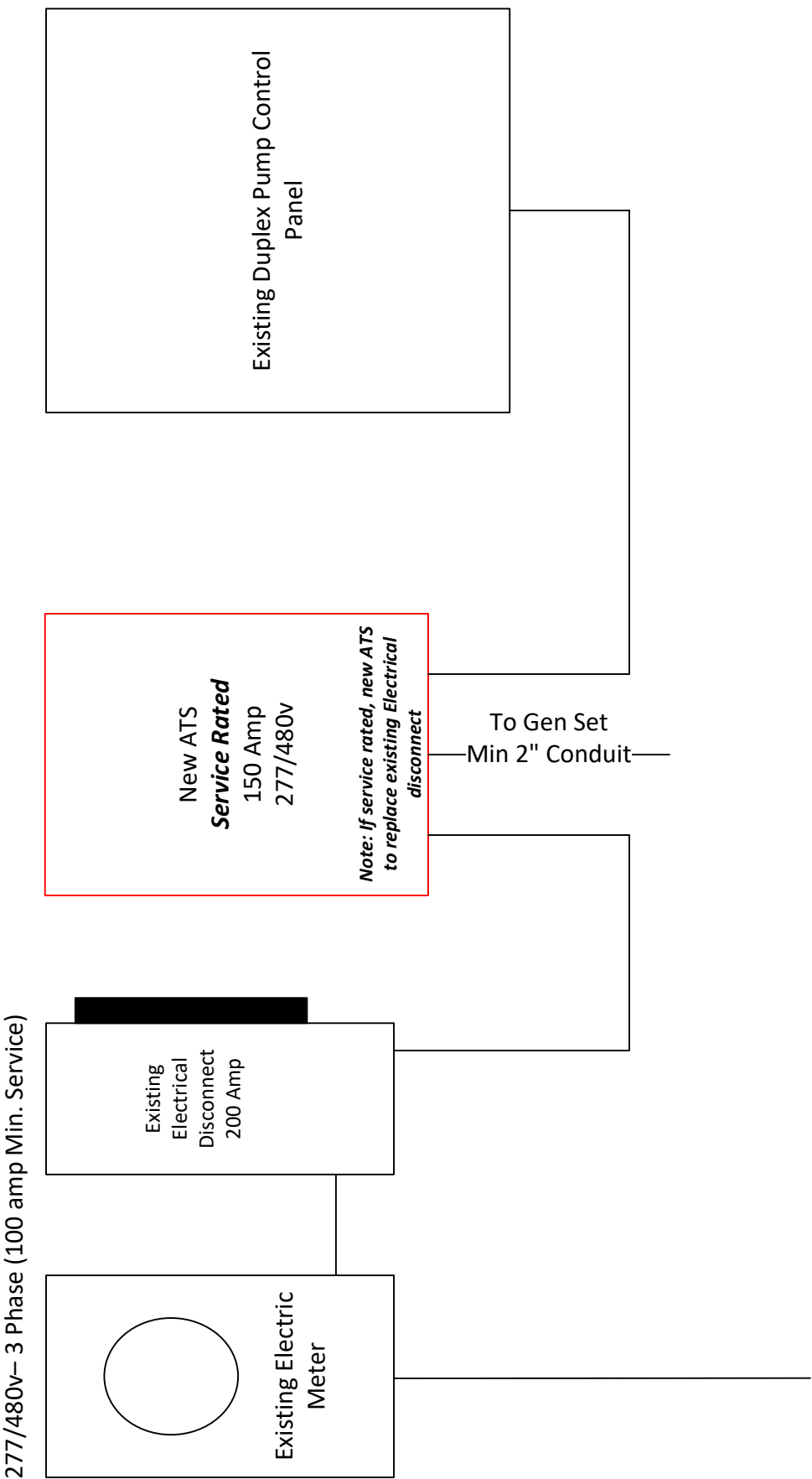






Figure 14: LS #98

Electrical Riser Diagram  
Location: LS123 @ 4870 COLLEGE RD

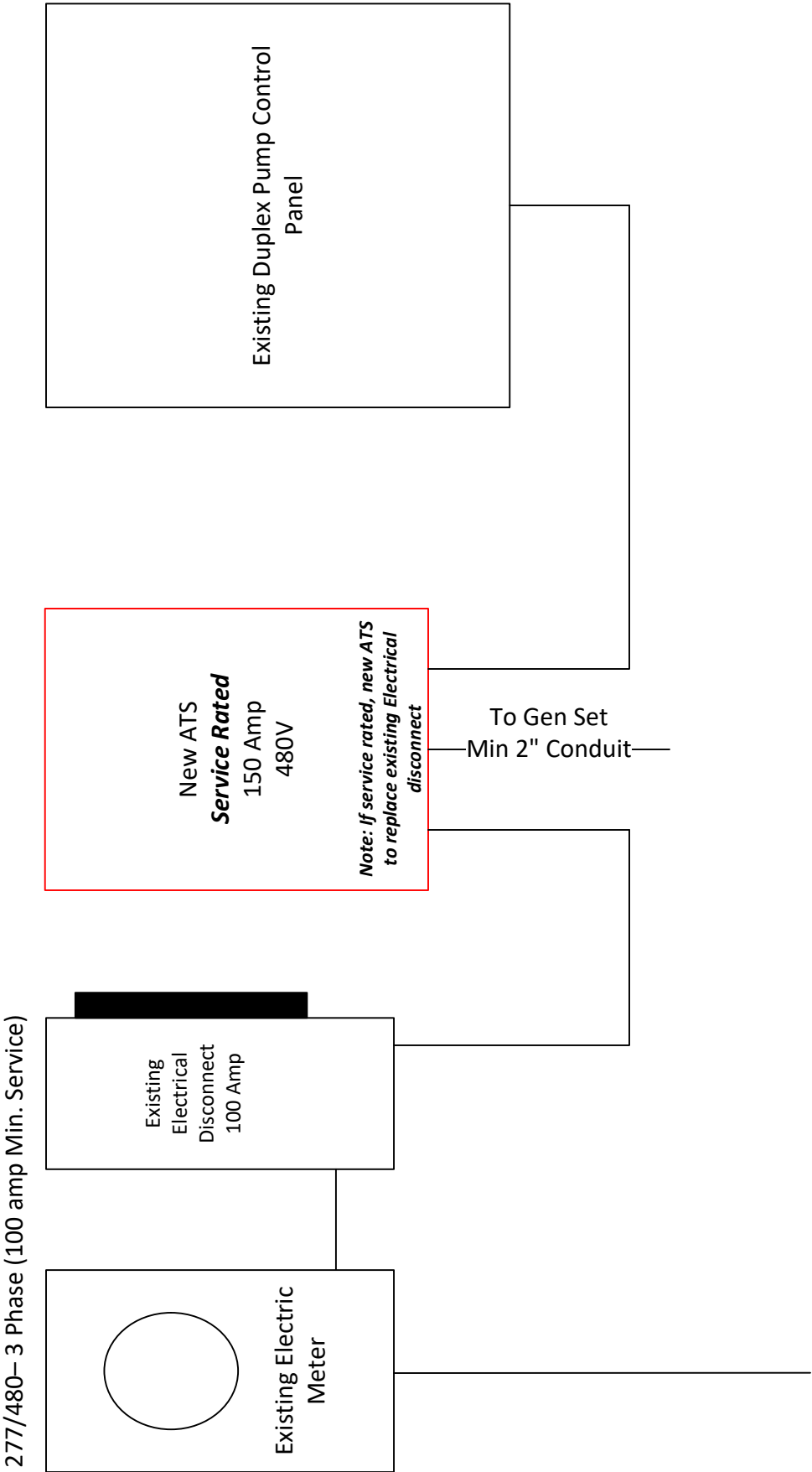






Figure 15: LS #123

Electrical Riser Diagram  
Location: LS125 @ 5700 SW 42<sup>nd</sup> st.

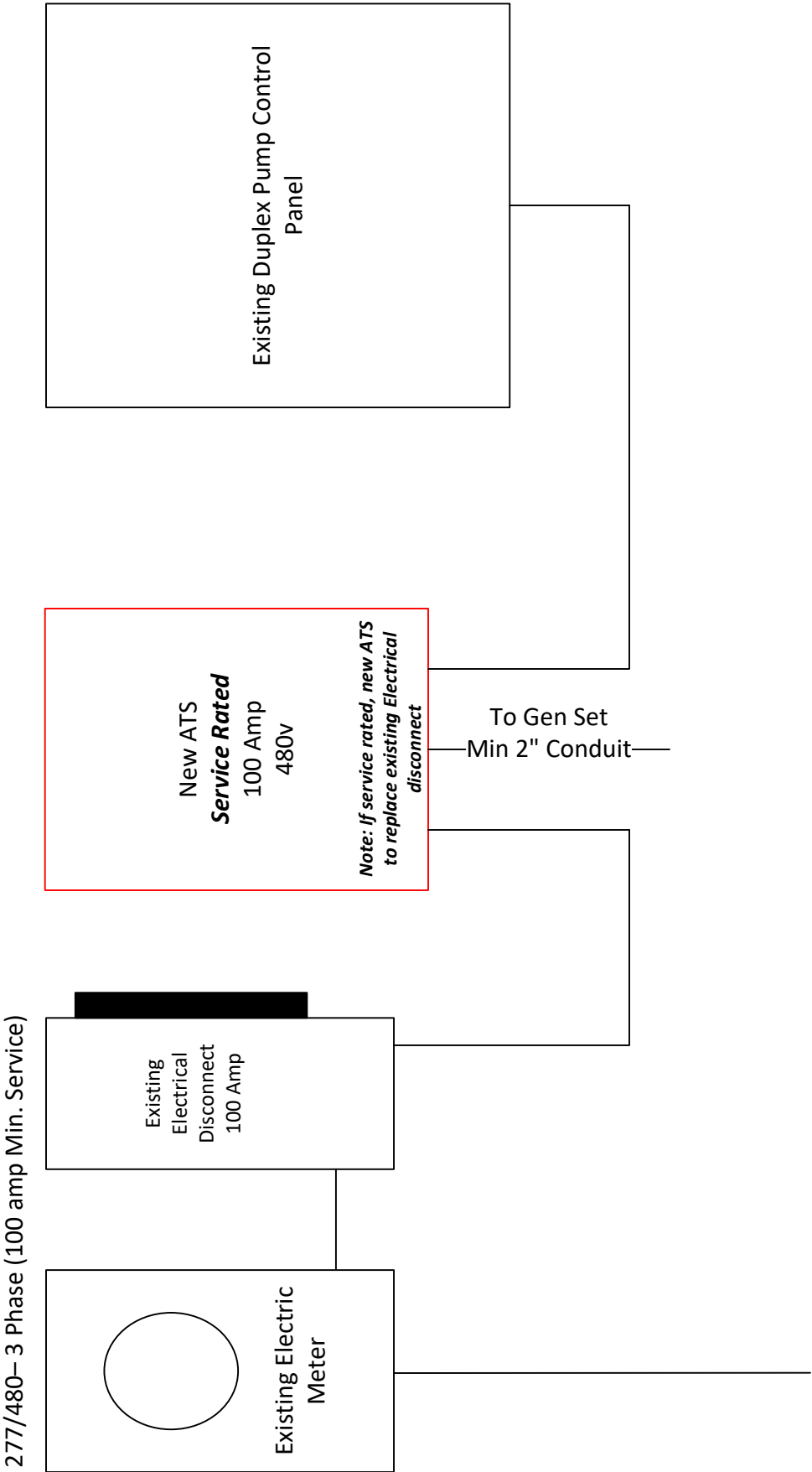






Figure 16: LS #125



Electrical Riser Diagram  
Location: LS126 @ 4500 SW 52<sup>nd</sup> CIR.

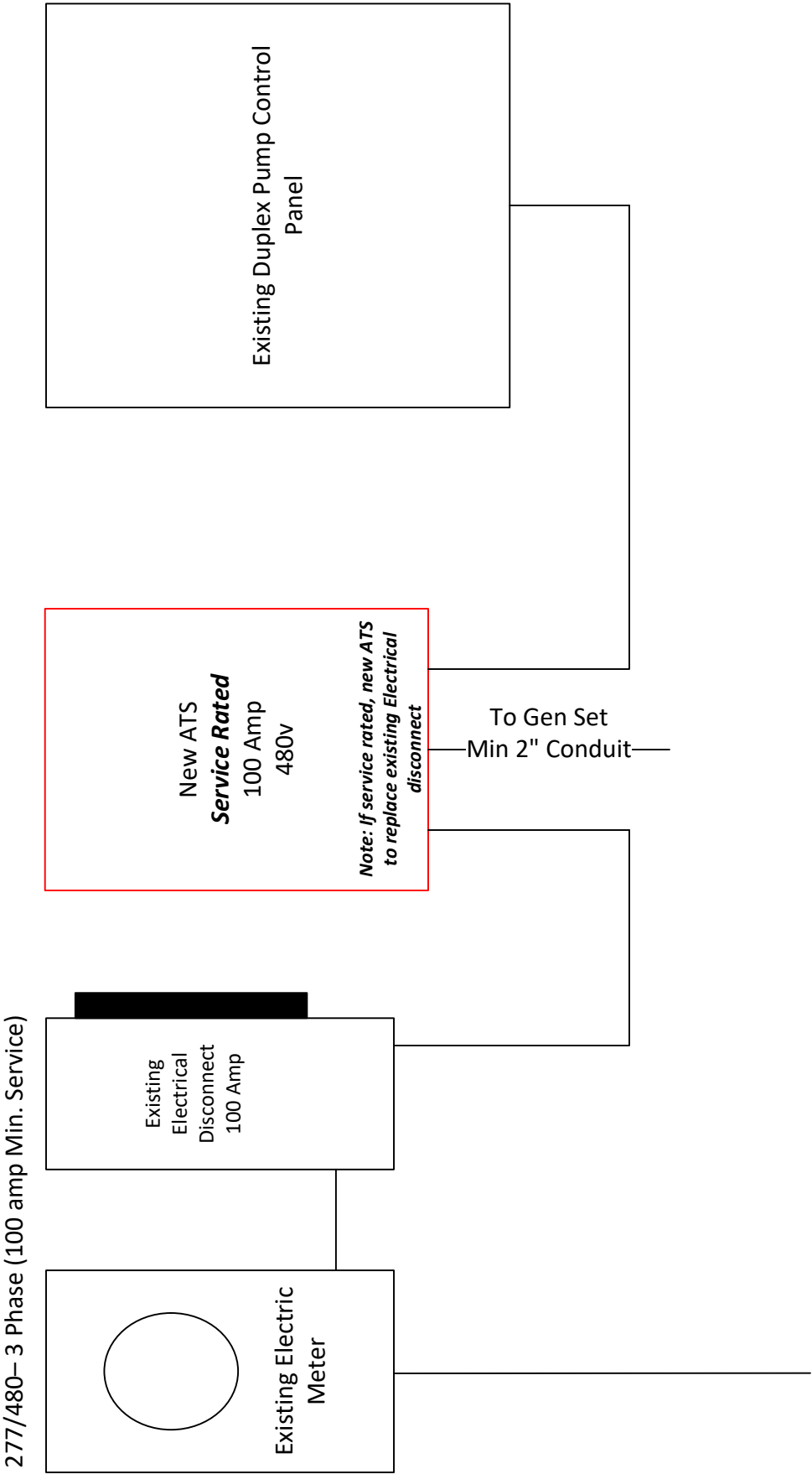






Figure 17: LS #126



Electrical Riser Diagram  
Location: LS127 @ 4700 SW 48<sup>th</sup> Ave.

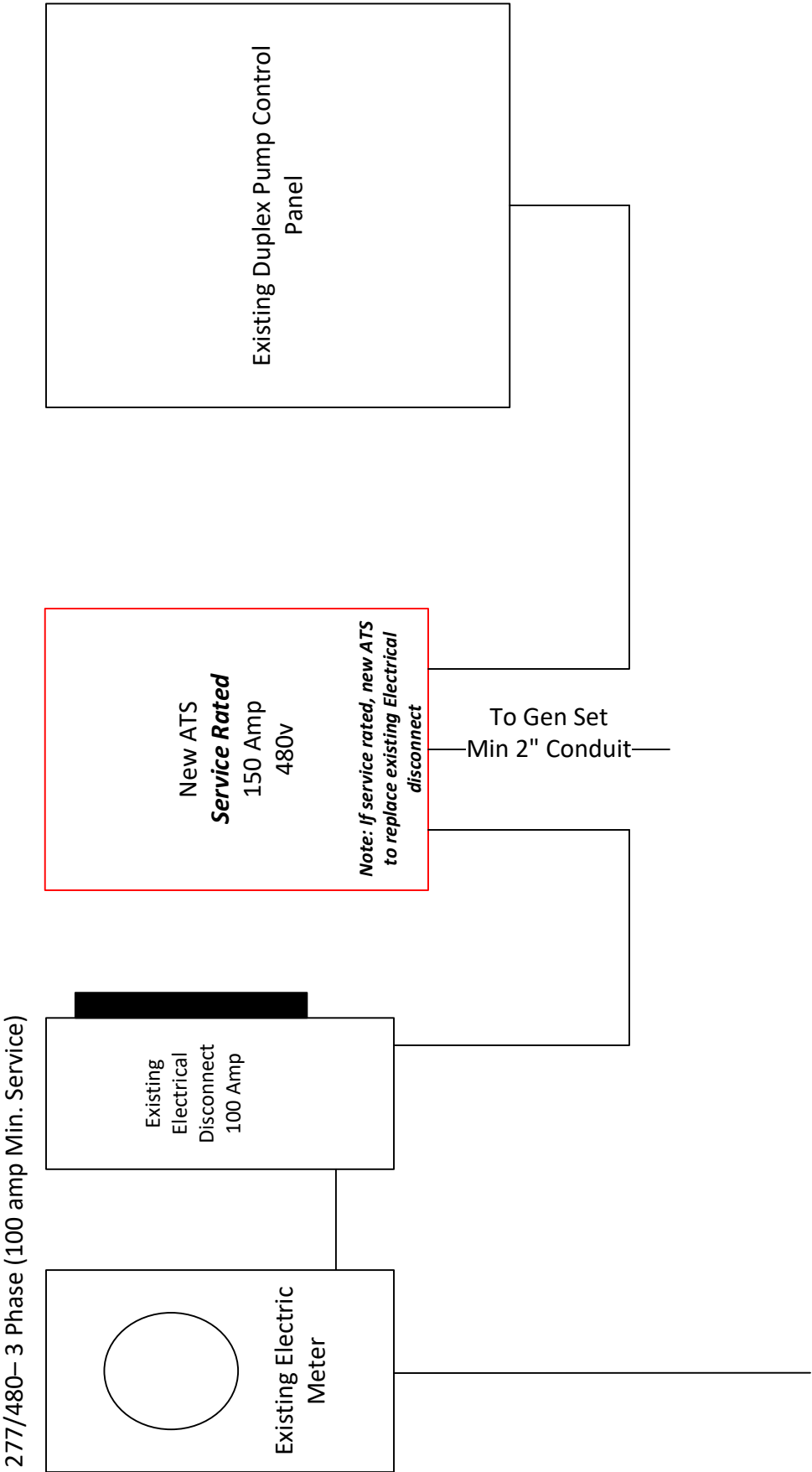




Figure 18: LS #127



Electrical Riser Diagram  
Location: LS129 @ 2200 SE 40TH ST

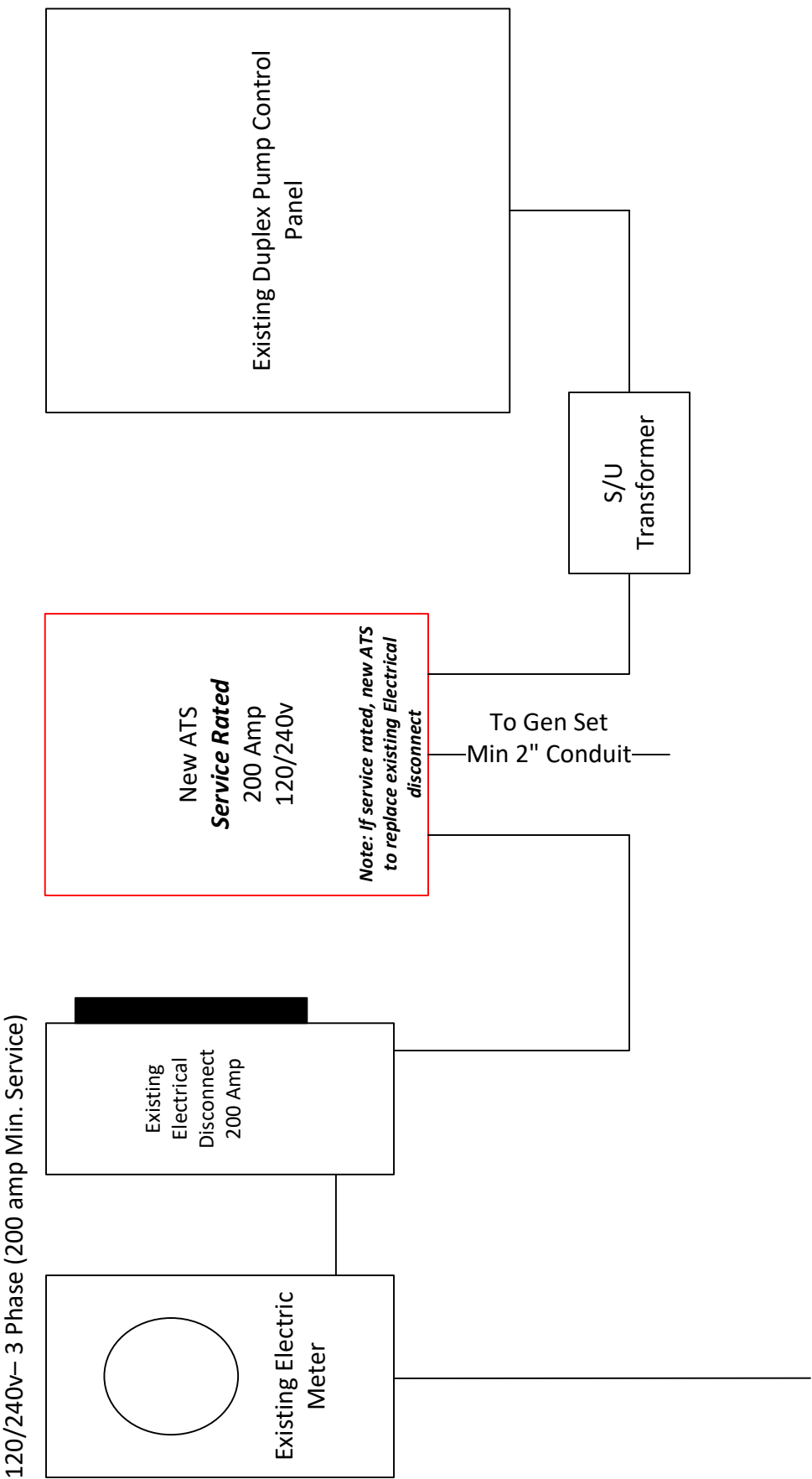
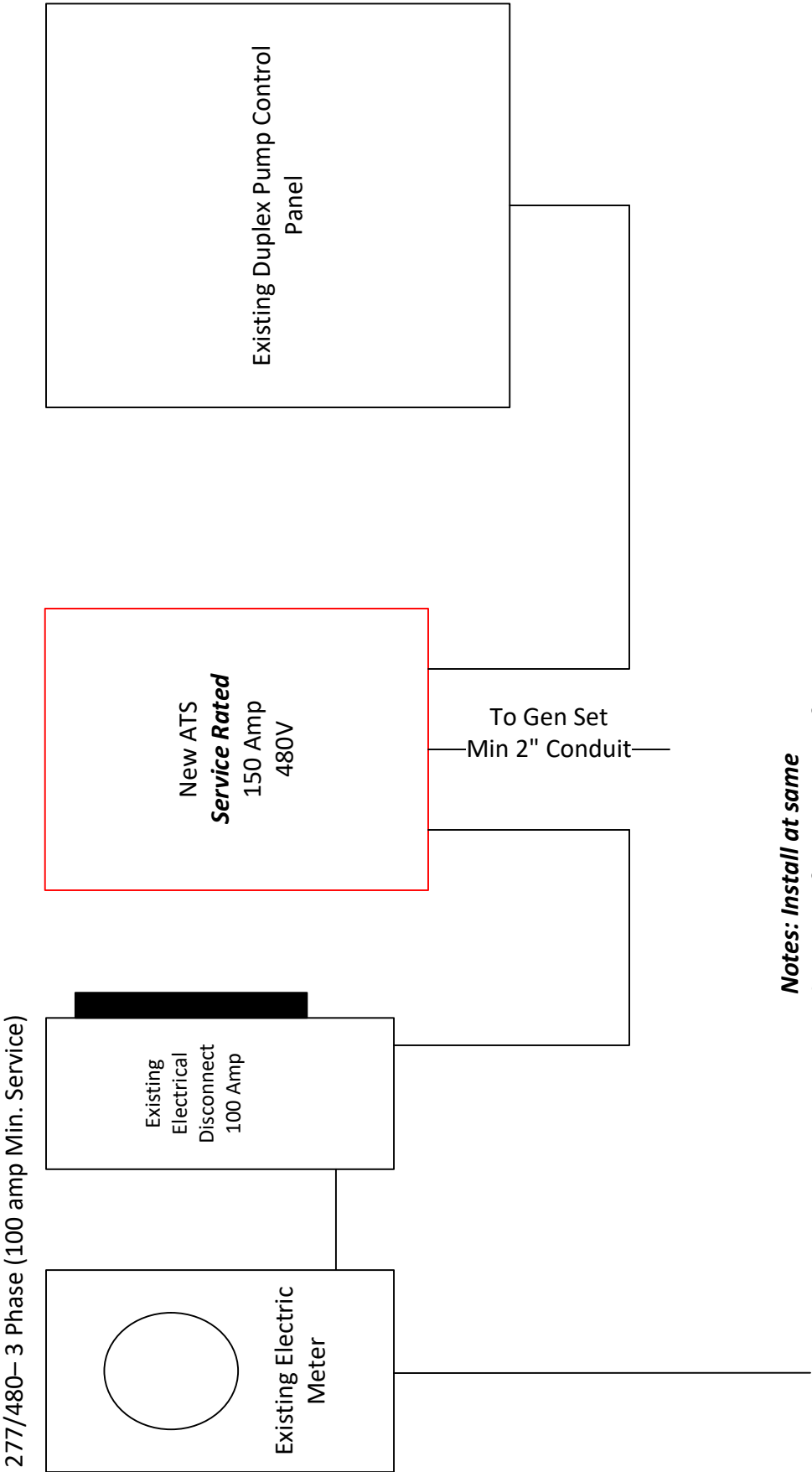




Figure 19: LS #129

Electrical Riser Diagram  
Location: LS134 @ 4501 SW 61ST RD



*Notes: Install at same  
location of existing transfer*





Figure 20: LS #134