



**CITY OF MARGATE
WEST WASTEWATER TREATMENT PLANT
EMERGENCY GENERATOR NO. 1 TOP END
OVERHAUL
BID # 2018-004**

**PRE-BID MEETING DATE AND TIME: 11:00 A.M., Tuesday, November 14, 2017
(NON-MANDATORY)**

BID OPENING DATE AND TIME: 11:30 A.M., Wednesday, November 22, 2017

BID BOND REQUIRED: YES

PAYMENT BOND: YES

PERFORMANCE BOND: YES

**ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION
PRIOR TO THE DATE AND TIME SPECIFIED ABOVE**

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1.1 BASIC DEFINITIONS

Whenever used in these Bid Specifications or in an ensuing agreement, the following terms have the meanings indicated which are applicable to both singular and plural:

1.1.1 AGREEMENT – The written agreement between the City and Contractor covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

1.1.2 CHANGE ORDER – A document which is signed by Contractor and City and authorizes an addition, deletion, or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

1.1.3 CITY – The City Commission of the City of Margate, Florida with whom the Contractor has entered into an Agreement and for whom the Work is to be provided.

1.1.4 CONTRACTOR - A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

1.1.5 BID DOCUMENTS – The bid documents consist of the General and Special Conditions, Technical (Drawings, Plans and Specifications), Non-Collusion Affidavit, Contract, Notice of Award, Certificate of Insurance, Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, Change Orders and Work Directive Changes issued on or after the effective date of the Contract.

1.1.6 DEFECTIVE – An adjective which when modifying the Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Bid Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Bid Documents, or has been damaged prior to final payment.

1.1.7 DRAWINGS - The drawings which show the character and scope of the Work to be performed and which are referred to in the Bid Documents.

1.1.8 EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver or upon receipt of a signed purchase order by the Contractor.

1.1.9 ENGINEER - N/A

1.1.10 FIELD ORDER – A written order issued by the City's Representative or City which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.1.11 NOTICE TO PROCEED – A written notice given by the City to Contractor fixing the date on which the Contract Time will commence to run, and on which Contractor shall start to perform Contractor's obligations under the Bid Documents.

1.1.12 PROJECT – The total construction for which the Contractor is responsible under this Agreement, including all labor, materials, equipment and transportation used or incorporated in such construction or for the completion of the project and delivery.

1.1.13 SPECIFICATIONS - Those portions of the Bid Documents consisting of written descriptions of materials, equipment, construction systems, standards, and Workmanship as applied to the Work and certain administrative details applicable thereto.

1.1.14 SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work.

1.1.15 SUPPLIER – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.16 WORK – Work is a result of performing services, specifically, including but not limited to construction, labor furnished, soil borings, equipment and materials used or incorporated in the construction of the entire project as required by the Bid Documents.

1.1.17 WORK CHANGE DIRECTIVE – A written directive to Contractor issued on or after the effective date of the Agreement and signed by City and recommended by Engineer or City ordering an addition, deletion, or revision in the Work. A Work Change Directive shall not change the Contract Price or Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Time.

1.1.18 WRITTEN AMENDMENT – A written amendment of the Bid Documents, signed by City or Contractor on or after the Effective Date of the Agreement and normally dealing with the non-architectural, or non-technical aspects rather than strictly Work related aspects of the Bid Documents.

NOTICE INVITING BIDS

SUBMITTING PROPOSALS: Sealed bids will be received in the Purchasing Division Office, 5790 Margate Boulevard, Margate, FL 33063 until 11:30 A.M., Wednesday, November 22, 2017, for a completed project to provide all materials, labor, equipment, tools, transportation and permits for the Wastewater Treatment Plant (WWTP) Emergency Generator No. 1 Top End Overhaul Project for the Department of Environmental and Engineering Services (DEES).

All bidders are invited to have a representative in attendance at a pre-bid meeting and site visit that will commence at 11:00 A.M. on Tuesday, November 14, 2017 from the DEES Administration Building, large conference room, located at 901 NW 66th Avenue, Suite A, Margate, FL 33063.

All bids received will be publicly opened and read at the close of bidding in the Commission Chambers of City Hall. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidders to deliver their proposal to the Purchasing Division on or before the date and time specified. Bids received after the specified date and time will not be considered, and will be returned unopened to the bidder.

NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED. Bids must be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by "**SEALED BID FOR "WEST WASTEWATER TREATMENT PLANT EMERGENCY GENERATOR NO. 1 TOP END OVERHAUL BID # 2018-004"**" address where bid is to be delivered or mailed to, and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

COMPLETION OF WORK: The Work shall be completed within 90 calendar days after the commencement date stated in the Notice to Proceed or Purchase Order.

The Bidder shall guarantee the total bid price for a period of 90 days from the date of bid opening.

PROJECT ADMINISTRATION: All technical questions relative to the Work shall be directed to::

Ron Eyma
Project Manager
Dept of Environmental & Engineering Services
980 NW 66th Ave
Margate, FL 33063
(954) 972-0828

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The City of Margate reserves the right to waive informalities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

Spencer Shambray, CPPB
Purchasing Manager

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions, have the meaning assigned to them in the General Conditions. The term "bidder" means one who submits a bid directly to City, as distinct from a sub-bidder, who submits a bid to a bidder.
2. **COMPETENCY OF BIDDER:** In selecting the bid which best meets the interests of the City, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the Work covered by the bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "**Reference Sheet**" herein. A "NO BID" for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State and County where the Work is to be performed (if required by State or County) applicable to the type of Work bid upon at the time of opening bids.
3. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any bidder is interested in more than one bid for the Work contemplated, all bids in which such bidder is interested will be rejected. If the City believes that collusion exists among the bidders, all bids will be rejected.
4. **BIDDER'S EXAMINATION OF BID DOCUMENTS AND SITE:**
 - 4.1 It is the responsibility of each bidder before submitting a bid, to:
 - (a) Examine the Bid Documents thoroughly,
 - (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of Work,
 - (c) Consider federal, state and local laws and regulations that may affect cost, progress, or performance of Work,
 - (d) Study and carefully correlate the bidder's observations with the Bid Documents, and,
 - (e) Notify the City or the City's Representative of all conflicts, errors, or discrepancies in the Bid Documents.
 - 4.2 Information and data reflected in the Bid Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City or the City's Representative by the owners of such underground utilities or others, and the City does not assume responsibility for

the accuracy or completeness thereof unless it is expressly provided otherwise in the Agreement or Bid Documents.

4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Bid Documents due to differing conditions appear in the Agreement.

4.4 Before submitting a bid, each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress of performance on the Work and which the bidder deems necessary to determine the bid for performing the Work in accordance with the time, price, and other terms and conditions of the Bid Documents.

4.5 On request in advance, the City will provide each bidder access to the site to conduct such explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.

4.6 The land upon which the Work is to be performed, rights-of-way and easements for access thereto and other land designated for use by the Contractor in performing the Work are identified in the Bid Documents. All additional land and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Bid Documents.

4.7 The submission of a bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of "Bidders Examination of Bid Documents and Site" contained herein, that without exception the bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

- 5. INTERPRETATIONS:** All questions about the meaning or intent of the Bid Documents are to be directed to the City or the City's Representative in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by written Addenda to all parties recorded by the City or the City's Representative as having received the Bid Documents. Questions received less than seven (7) days prior to the date for opening of

bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.

6. **BID SECURITY, BONDS:** Each bid (if required) shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the City and shall be given as guarantee that the bidder, if awarded the bid will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, payment and performance Bonds (if required), each of said bonds to be in the amount stated in the Bid Documents or Agreement. In case of refusal or failure by bidder to enter into an Agreement, the check or bid bond shall be forfeited to the City. If the bidder elected to furnish a bid bond as its bid security, the bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. The same shall apply to the use of the performance and payment bond forms.

Pursuant to the requirements of Section 255.05(l) (a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

7. **RETURN OF BID SECURITY:** Within 14 days after award of the bid or Contract, the City will return the bid securities accompanying the bids not considered in making the award. All other bid securities will be held until the Agreement has been fully executed. They will then be returned to the respective bidders whose bids they accompany.
8. **BID FORM:** The bid shall be made on copies of the bidding schedule bound herein.
9. **SUBMISSION OF BIDS:** Refer to **NOTICE INVITING BIDS**.
10. **DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items

shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

11. **QUANTITIES OF WORK:** The quantities of Work or materials stated in unit price items of the bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the Work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price.
12. **WITHDRAWAL OF BID:** The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the **NOTICE INVITING BIDS** for receipt of bids prior to the scheduled closing time for receipt of bids.
13. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations, or erasure in the printed text. Alternative bids will not be considered unless called for. Oral, telegraphic, telephonic, faxed or electronically transmitted bid or modifications will not be considered.
14. **OR EQUAL: (Unless otherwise specified in the Bid Documents)** Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material. Equal may be bid providing units bid are equal to or exceed the quality, standards of performance, design, etc. to the item specified.

Where equal is bid, proposals must be accompanied with factory information sheets (specifications, brochures, etc.) of unit bid as equal. The City shall be the sole judge of equality and our decision will be final in the City's best interest.

Any equipment delivered under this proposal will be new, the manufacturer's latest model, and carry the standard factory warranty.

15. **AWARD OF BID/CONTRACT:** Award of a bid/contract, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise

specified, any such award will be made within the period stated in the **NOTICE INVITING BIDS** that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the Work is contained in more than one bidding schedule, the City may award schedules individually or in combination. In the case of two (2) bidding schedules which are alternative to each other, only one (1) of such alternative schedule will be awarded. The City reserves the right to accept or reject any or all bids/parts of bids, to waive informalities in any bid, or to take any other action that is deemed to be in the best interest of the City.

- 16. EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written agreement on the form of agreement provided, or by accepting City's purchase order and shall secure all insurance, and furnish all certificates and bonds required by the Bid Documents within ten (10) calendar days after receipt of the agreement forms or purchase order from the City. Failure or refusal to enter into an agreement or accept City's purchase order as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. If the bidder who has been awarded the bid pursuant to Paragraph 15 refuses or fails to execute the agreement, the City may award the Contract to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third bidder (who was awarded the contract) to execute the agreement, each such bidder's bid security shall be likewise forfeited to the City.
- 17. SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor, and equipment required in their proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his Work. Before proceeding with Work, Contractor will be solely responsible for accuracy of measurements and laying out of Work; and will correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.
- 18. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material/quality, Workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidders to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustment occasioned hereby, or to cancel the contract at no further expense to the City.
- 19. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a

bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public Work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

20. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not awarded or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
21. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.
22. **TAXES:** The City is exempt from all Federal and State taxes. Contractor shall pay all sales, consumer, use and other similar taxes required, to be paid by the Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.
23. **STANDARDS OF SAFETY:** The Bidder warrants that the product(s) and services supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Bid Proposal must be accompanied by Safety Data Sheet(s). (See attachment – Compliance with Occupational Safety and Health Act).

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

Roadways have school crossing areas that are active before 8:30 AM and after 2:00 PM. Contractor shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the Work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Bid Documents to be provided by the City) to property at the site caused in whole or in part by the Contractor, a subcontractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

24. **NO BID:** Refer to 'STATEMENT OF NO BID" form incorporated into the bid proposal document.
25. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
26. **CITY PERMITS:** The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. Permit fees for City projects are waived. If County and/or any other regulatory agency permits are required, Contractor shall be responsible for the fees. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004.
27. **NOTICE TO PROCEED:** The Contractor shall commence Work within ten (10) calendar days after receipt of Notice to Proceed or Purchase Order from the City unless otherwise stated
28. **LIABILITY INSURANCE:** The bidder will assume the full duty, obligation, and expense of obtaining all insurance required. The City shall be **additional insured** under all policies required by this proposal and shall be required to provide all necessary endorsements to the City of Margate. The bidder shall

be liable for any damages or loss to the City occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on sample certificate. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

29. **IDENTICAL TIE BIDS:** Refer to the **Drug Free Workplace Program Form** attachment for information on how tie bids will be handled.
30. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all proposers must disclose if any City employee is also an owner, corporate officer, or employee of their business. If such a relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida State Statute 112.313.
31. **FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

Such party shall promptly notify the other party when such Force Majeure circumstances have ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order, license, priority, seizure, requisition, or allocation, failure to delay from transportation, shortage of or inability to obtain supplies, equipment, fuel, labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

32. WARRANTIES:

Warranty of Title:

The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

Warranty of Specifications:

The Contractor warrants that all equipment, materials and Workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

Warranty of Merchantability:

Contractor warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or Workmanship and fit for the ordinary purposes for which it is intended.

- 33. CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 34. PRESENCE OF ASBESTOS MATERIALS:** If in the course of Work, the Contractor encounters any existing materials which he suspects contain asbestos, the Contractor will stop Work in that area immediately and notify the City.
- 35. INTENT:** It is the intent of the Bid Documents to describe a functionally complete project in accordance with the plans and specifications. Any Work, materials, or equipment that may reasonably be inferred from the Bid Documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the

time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Bid Documents) shall be effective to change the duties and responsibilities of City, Contractor, or any of their consultants, agents or employees from those set forth in the Bid Documents.

36. CONFLICT, ERROR OR DISCREPANCY: If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Bid Documents, Contractor shall so report to City or City's Representative in writing at once, and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with the Work affected thereby.

37. AMENDING AND SUPPLEMENTING BID DOCUMENTS: The Bid Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. Change Order,
2. Formal Written Amendment, or
3. Work Change Directive.

38. REPRESENTATION OF CONTRACTOR: Execution of the Contract or acceptance of a purchase order by the Contractor is a representation that Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

39. BEFORE COMMENCING OPERATIONS: Before undertaking each part of the Work, Contractor shall carefully study and compare the Bid Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to City or City's Representative any conflict, error, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with any Work affected thereby.

40. CONTRACTOR SERVICES AND RESPONSIBILITIES:

40.1 The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.

40.2 Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment,

transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.

40.3 The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.

40.4 The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.

40.5 If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.

40.6 The Contractor shall correct Work which does not conform to the Bid Documents.

40.7 Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

40.8 The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

40.9 The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Contract with the Contractor to perform a portion of the Work, including their agents and employees.

40.10 The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operation. At the completion of the Work, the Contractor shall remove from the project the Contractor's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.

40.11 The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

40.12 The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

40.13 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention, and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

40.14 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for Contractor by a subcontractor will be pursuant to an

appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

40.15 Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

40.16 Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any Work hereunder, Contractor shall furnish, in writing to City, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. City shall advise Contractor, in writing, of any proposed person or entity to which City has a reasonable objection. Failure of City to reply promptly shall constitute notice of no reasonable objection. Contractor shall not contract with a proposed person or entity to whom City has made a reasonable and timely objection. If City has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom City has no reasonable objection. Contractor shall not change a subcontractor, person, or entity previously selected if City makes reasonable objection to such change.

40.17 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect contract with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

40.18 All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

41. RISK OF LOSS; TITLE: The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

42. USE OF PREMISES: Contractor shall confine equipment, the storage of materials and equipment and the operations of Workers to the project site and areas identified in and permitted by the Bid Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or

area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against City by any such occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this document specifically applies to claims arising out of Contractor's use of the premises.

During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and 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, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall restore to original condition all property not designated for alteration by the Bid Documents.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

43. ACCESS TO WORK: Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

44. INDEMNIFICATION: To the extent permitted by Florida law, Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorney's fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

45. SURVIVAL OF OBLIGATIONS: All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

46. CORRECTION AND REMOVAL OF DEFECTIVE WORK: If required by City or City's Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City or City's Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of architects, attorneys and other professionals) made necessary thereby.

47. PAYMENT TO CONTRACTOR: Providing all Work has been completed and accepted by the City within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment or Final Invoice, the City shall make payment to the Contractor.

The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment or Final Invoice will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

48. PAYMENT TO SUBCONTRACTORS: The City shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the Contractor except as may otherwise be required by law.

49. CITY'S RIGHT TO WITHHOLD PAYMENT: The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of: defective Work not remedied, claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor, failure of the Contractor to make payments to subcontractors or suppliers for materials or labor, damage to another contractor not remedied, liability for liquidated damages has been incurred by the Contractor, reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum, reasonable evidence that the Work will not be completed within the contract time or failure to carry out the Work in accordance with the Bid Documents.

When the above conditions are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

All invoices or requests for payments must indicate the Project Name and Project Number or the Purchase Order Number.

50. HURRICANE PRECAUTIONS: During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment, and construction sheds.

51. CHANGES IN THE WORK:

51.1 City, without invalidating an Agreement, may order additions, deletions, or revisions to the Work. Such additions, deletions, or revisions shall be authorized by a Written Amendment, Change Order, or Work Directive Change.

51.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior change orders for this project, increase the cost of the Work to City or which extend the time for completion, must be formally authorized and approved by the City's Commission prior to their issuance and before Work may begin.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the Work to the City not in excess of ten percent (10%) or \$50,000 (whichever is less) may be approved by signed approval of the City Manager of the City of Margate.

No claim against City for extra Work in furtherance of such change order shall be allowed unless prior approval has been obtained.

51.3 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to City or City's Representative not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the Contract Time will be valid if not submitted in accordance with this paragraph.

52. CONCEALED CONDITIONS: By execution of this agreement, Contractor has satisfied itself as to all conditions necessary to fulfill this contract. No contract

adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

53. CORRECTION PERIOD:

53.1 Contractor warrants all material and Workmanship for a minimum of one (1) year from date of acceptance by the City. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Bid Documents, any Work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City and in accordance with CITY'S written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with Work that is not defective and satisfactorily correct, remove, and replace any damage to other Work or the Work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of architects, engineers, attorneys and other professionals) will be paid by Contractor.

53.2 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

54. WORK BY CITY OR CITY'S CONTRACTORS:

54.1 The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

54.2 The Contractor shall afford the City's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with the Work of the City's separate contractors as required by the Bid Documents.

54.3 Costs caused by defective or ill-timed Work shall be borne by the party responsible.

- 55. CLAIMS FOR DAMAGES:** Should either party to the Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable; claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.
- 56. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the City or Contractor. Neither party shall assign, sublet, or transfer an interest in this Agreement without the written consent of the other.
- 57. TERMINATION FOR CONVENIENCE OF CITY:** Upon thirty (30) days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Contract is being terminated for the convenience of City under the termination clause, the effective date of the termination, and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and subcontracts. Contractor shall not be paid on account of loss of anticipated profits/revenues or other economic loss arising out of or resulting from such termination.
- 58. COST BREAKDOWN REQUIRED IN THE EVENT OF CHANGE ORDER:** Whenever the cost of any Work is to be determined, Contractor will submit in form acceptable to City or City's Representative, an itemized cost breakdown together with supporting data. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown.
- 59. COMPUTATION OF TIME:** When any period of time is referred to in the Bid Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty four (24) hours measured from midnight to the next midnight shall constitute a day.
- 60. CONTRACTOR INDEPENDENT:** Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or

employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association, or any other kind of joint undertaking or venture between the parties hereto.

- 61. RIGHT TO AUDIT:** City reserves the right to audit the records of Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Contractor agrees to submit to an audit by an independent certified public accountant selected by City.

Contractor shall allow City to inspect, examine, and review the records of Contractor, at any and all times during normal business hours during the term of the Contract.

- 62. LITIGATION VENUE:** This Agreement shall have been deemed to have been executed in the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be brought in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

- 63. VALIDITY OF CONTRACT:** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

- 64. WAIVER OF JURY TRIAL:** CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

- 65. OTHER GOVERNMENTAL AGENCIES:** If Contractor is awarded a contract as a result of this bid proposal, Contractor will, if he have sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract. Prices shall be FOB Delivered to the requesting agency.

- 66. DISPUTES:** NOT WITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE

HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

67. **SAMPLES:** Samples of items when requested must be supplied by the bidder free of charge to the City. Each sample must be marked with the bidder's name, manufacturer's brand name and delivered by the bidder within seven (7) calendar days of the request. The City will not be responsible for the return of samples.
68. **TRAINING:** The successful bidder will be required (if requested) to conduct a training course on product bid for selected personnel at no extra cost to the City.
69. **DELIVERY:** All items delivered shall be F.O.B. Destination to a specific City of Margate address and all delivery costs and charges must be included in the bid price.

All exceptions must be noted. Prior to the delivery of goods or performance of services on City property, the City must be notified. Contractor's personnel and vehicles must be clearly identified with the business name and/or logo, also any applicable license numbers, according to State, County, and City ordinances. In addition, Contractor's employees shall be uniformly dressed, i.e., t-shirt with name and/or logo, caps, etc.

70. **MATERIAL ACCEPTANCE:** The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.
71. **EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where utilities, fire, police and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended, City personnel must be notified and the driver must state where they will be at all times.

- 72. ASSIGNMENT:** The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.
- 73. NON-COLLUSIVE STATEMENT:** By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)
- 74. CONTRACT RENEWAL:** N/A
- 75. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.
- 76. WORKING HOURS AND INSPECTIONS:** The City of Margate's Working hours are Monday through Thursday 8 AM – 6 PM. Contractor must plan for, and schedule, inspections within the City's Working hours. Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.
- 77. NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement, or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

SPECIAL CONDITIONS

**CITY OF MARGATE WEST WASTEWATER TREATMENT PLANT
EMERGENCY GENERATOR NO. 1 TOP END OVERHAUL**

DESCRIPTION OF WORK: The City of Margate (CITY) is soliciting bids from qualified CONTRACTORS to furnish all labor, material, services, tools, supervision, manuals, and technical expertise needed for a Top End Overhaul of Emergency Generator No. 1 (Model: Cummins KTA50-G3 | S/N: 33118471). Specifically, the following components shall be removed and refurbished to manufacturer's specifications:

ACTUATOR	ENGINE OIL PUMP	WATER MANIFOLD
AFTERCOOLER CORES	EXHAUST MANIFOLD ASSEMBLY	WATER PUMP
AIR INDUCTION & EXHAUST	FUEL INJECTORS*	WATER TEMP THERMOSTATS
CYLINDER HEAD ASSEMBLY	FUEL TRANSFER PUMP	
ENGINE OIL COOLER ELEMENTS	VALVE COVER BASE	

*** THE FUEL INJECTORS SHALL BE REPLACED WITH NEW PARTS, AS NEEDED.**

ALL OTHER ENGINE COMPONENTS NOT INCLUDED IN THE LIST ABOVE SHALL BE INSPECTED FOR PROPER FUNCTIONING, EXCESSIVE WEAR AND TEAR.

SITE OF WORK: Wastewater Treatment Plant ("WWTP"), located at 6630 NW 9th Street, Margate, FL 33063.

WORK CONDITIONS

All interested parties shall acknowledge the following Work conditions:

1. A SITE VISIT IS MANDATORY PRIOR TO BID SUBMITTAL. Please contact Mr. Wendell Wheeler, WWTP Plant Manager, to arrange for a visit. He can be reached at (954) 972-0828, ext. 228 or wwheeler@margatefl.com. Site visits may be scheduled between 9:00 am – 4:00 pm, Monday – Thursday. **[NOTE: SITE VISITS WILL NOT BE ACCEPTED ON THE BID SUBMITTAL DUE DATE.]**
2. BIDDERS shall provide proof of current licensure as an Electrical or Mechanical Contractor in the State of Florida in the Bid Submittal. Failure to do so shall render your Bid non-responsive.
3. All Work shall be performed by an authorized repair facility of the engine manufacturer, or under the direct on-site supervision of a factory-trained mechanic currently certified by the engine manufacturer. BIDDERS shall submit and include in the bid evidence of being a Certified Cummins Dealer.
4. All work shall be in accordance with the manufacturer's service, maintenance, and overhaul technical manuals, including all current and applicable amendments and service bulletins. Unless otherwise specified, the BIDDER shall provide a copy of the applicable manuals, amendments, and service manuals at the job site. All repairs shall be made according to the manufacturer's engine specifications, clearances, tolerances, and procedures.

5. The WWTP shall remain in full operation during the entire scope of the Work to be performed.
6. At the end of each work day, clean up all debris incidental to the performance of the required Work. Upon completion of all Work, clean all worksites to their as-found condition.
7. The CONTRACTOR shall be responsible for including in the Bid all incidentals needed to perform the Work.
8. No subsurface work is anticipated as part of this project, and no subsurface work shall be performed without express consent from the Plant Manager.
9. Shut down of any equipment, closing or opening of valves, and running of generators (whether under load or no load) must be coordinated with the Plant Manager at least 72 hours in advance of commencing Work.

WORK REQUIREMENTS

All interested parties shall acknowledge the following Work requirements:

1. The engine, components and parts shall be disassembled to the extent required to perform the required inspections, repairs, and parts renewals.
2. The successful CONTRACTOR shall field-verify all dimensions and material composition before ordering any parts or equipment to ensure correct fit and application.
3. All parts and labor provided by the successful CONTRACTOR shall be fully warranted for twelve (12) months, and Work shall be performed in such a manner that the manufacturer's warranty on parts and labor is not voided.
4. All components and parts used in the engine shall be new original equipment manufacturer (OEM) non-surplus components and parts, unless otherwise approved by the CITY. Approval by the CITY of non-OEM components shall not relieve the CONTRACTOR of meeting the warranty requirements on parts and labor.
5. Thoroughly clean and conduct a detailed visual inspection of all disassembled parts.
 - a. Check for cracks, scoring, chipping, pitting, signs of overheating, excessive wear, distress, and other defects which could affect serviceability of the engine.
 - b. Ensure all passages and holes are open and clear.
 - c. Whenever hydraulic, fuel, lube oil, water, or air lines are disconnected, clean the point of disconnection and cap or plug the hoses or pipes and their connection points.
6. After inspections and preliminary tests have been completed, and prior to reassembling the components, submit a report of all inspection findings and test results to the Plant Manager. The report shall include a record of all measurements and readings taken, as well as recommendations and costs (Parts and Labor) for additional repairs, parts renewals, inspections, or tests needed to ensure continued reliable operation of the engine. **DO NOT PROCEED WITH ANY ADDITIONAL WORK UNTIL AUTHORIZED IN WRITING BY THE CITY.**
7. After the report has been accepted and all additional Work, if any, have been completed, reassemble and reinstall all components that were previously disassembled or removed. Reinstallation of all components throughout shall be with new gaskets, seals, grommets, and o-rings.

8. The contractor shall restore all disturbed surfaces to standard Cummins paint scheme. Surfaces to be painted shall be free of dirt and grease prior to paint application.
9. The Contractor shall notify and provide a written Operational Testing Plan to the Plant Manager at least 72 hours prior to the engine/generator unit being tested. The plan shall include, but not be limited to the following:
 - a. Test the engine/generator unit in accordance with the manufacturer's recommended test procedures. This shall include operating the engine at no-load until normal no-load operating temperatures are reached, then increasing the load incrementally up to full load and operate for one hour minimum.
 - b. Temperatures and pressures shall be monitored and compared to manufacturer's recommended limits. If a temperature or pressure exceeds or falls below manufacturer's recommended upper or lower limits, testing shall be stopped and the cause determined and corrected before continuing.
 - c. Provide qualified technicians to observe operation, verify joints are leak-free, make adjustments, and record test data.
 - d. After satisfactory completion of operational testing, reset valves and accomplish final adjustments and tune-ups as required to provide smooth, efficient, and reliable operation.

***** END OF SPECIAL CONDITIONS*****

BID PROPOSAL FORM BID NO. 2018-004

**BID TO: CITY COMMISSION
CITY OF MARGATE**

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled:

**WEST WASTEWATER TREATMENT PLANT
EMERGENCY GENERATOR NO. 1 TOP END
OVERHAUL
BID # 2018-004**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. The bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, payment bond and performance bond required by the Contract Documents.

4. It is the Contractor's responsibility to contact the City at (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number ADDENDUM # 1 Date NOVEMBER 21, 2017

5. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

NAME OF FIRM: PANTROPIC PAVES INC.

ADDRESS: 3205 N.W. 58TH STREET MIAMI, FL 33166

NAME OF SIGNER Eduardo Riveron
(Print or Type)

TITLE OF SIGNER SERVICE SALES REP.

SIGNATURE:  DATE: 11-30-2017

TELEPHONE NO: 954-214-1277 FACSIMILE NO: 305-639-0059

QTY	ITEM	DESCRIPTION		
8	4380750	NUT LOCK		
8	3627095	SCREW, HEXAGON HEAD CAP		
2	3630452	GASKET, TURBOCHARGER		
1	S109	SCREW, HEXAGON HEAD CAP		
2	S112	SCREW, HEXAGON HEAD CAP		
4	S172-B	SCREW, HEXAGON HEAD CAP		
4	S604	WASHER, LOCK		
2	201048	GASKET, CONNECTION		
2	216187	O-RING SEAL		
1	3628902	WASHER, PLAIN		
1	3629451	CLIP		
64	3066497	SCREW, HEX FLANGE HEAD CAP		
64	3046287	SPACER, MOUNTING		
32	3628969	LOCKPLATE		
16	212161	SEAL, O RING		
1	3634643RX	PUMP, LUBE KTA50		
1	CORE	CORE CHARGE/CREDIT		
1	3635074	CORE, OIL COOLER		
16	4334080	GASKET, CYLINDER HEAD		
16	3646323RX	CLY HEAD		
16	CORE	CORE CHARGE/CREDIT		
1	3177942	GASKET, TURBOCHARGER		
1	201049	GASKET, CONNECTION		
1	201048	GASKET, CONNECTION		
1	2882095RX	KIT, TURBOCHARGER		
1	CORE	CORE CHARGE/CREDIT		
1	4376118RX	KIT, WATER PUMP		
1	CORE	CORE CHARGE/CREDIT		
1	4024809	KIT, FUEL SOLENOID 24V		
1	3028291	O-RING SEAL		
1	3049368	CONNECTION GASKET		
1	3050944	GASKET FLANGE		
1	60985	HOSE, PLATE		
4	3629205	THERMOSTAT		
4	3627961	SEAL, THERMOSTAT		
1	3052908	GASKET, WTR TRF CONNECTION		



Pantropic Power, Inc.
ONE SOURCE - ONE CALL - ONE SOLUTION™

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1	3052906	GASKET,THERMOSTAT HOUSING		
2	3630125	HOSE,PLAIN		
4	3047665	GASKET,CONNECTION		
2	4080609	HOSE,HUMP		
2	3049565	HOSE,PLAIN		
4	3179028	GASKET,CONNECTION		
16	206277	INTAKE MANIFOLD GASKET		
16	3076703	INJECTOR		
Any additional repairs required after we dismantle and evaluate will be notified to customer for further approval of repair.			Sub total	\$ 54,032.91
One Year Warranty on parts & labor			Core Credit	\$ 5,000.00
Load Bank (2) hrs.			Grand Total Parts	\$ 59,032.91
			Labor-	\$ 36,535.15
			Part-	\$ 59,032.91
			Grand Total with parts & Labor	-\$ 95,568.06

SCHEDULE OF UNIT PRICES

All work required for a complete project is inclusive in unit prices, whether or not specifically referenced in the unit price description. The CONTRACTOR shall provide all labor, material, services, tools, supervision, manuals, and technical expertise needed to accomplish the Work described in this Bid.

	Description	Quantity	Unit	Unit Price	Amount
1.	Mobilization/Demobilization	1	LS		
	Top End Overhaul Replacement Parts:				
2.	ACTUATOR	1	EA		
	AFTERCOOLER CORES	2	EA		
	AIR INDUCTION & EXHAUST	1	EA		
	CYLINDER HEAD ASSEMBLY	1	EA		
	ENGINE OIL COOLER ELEMENTS	4	EA		
	ENGINE OIL PUMP	1	EA		
	EXHAUST MANIFOLD	1	EA		
	FUEL INJECTORS	16	EA		
	FUEL TRANSFER PUMP	1	EA		
	VALVE COVER BASE	1	EA		
	WATER MANIFOLD	1	EA		
	WATER PUMP	1	EA		
	WATER TEMP THERMOSTATS	4	EA		
	TURBOCHARGERS	2	EA		
3.	Contingency Allowance ¹	1	LS	\$20,000.00	\$20,000.00
					95,568.06
BID TOTAL:					115,568.06

¹This item provides for reimbursement of the cost of necessary but unforeseen Work elements, as authorized by the CITY. Payment shall reimburse the CONTRACTOR for direct costs incurred. Any question of whether an unforeseen Work element is required shall be decided by the CITY. Any amounts remaining in this Allowance item at the end of the Work shall be retained by the CITY.

SCHEDULE OF BID PRICES – BID NO. 2018-004

TO: CITY COMMISSION

CITY OF MARGATE

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

SCHEDULE OF UNIT PRICES					
<i>All work required for a complete project is inclusive in unit prices, whether or not specifically referenced in the unit price description. The CONTRACTOR shall provide all labor, material, services, tools, supervision, manuals, and technical expertise needed to accomplish the Work described in this Bid.</i>					
	Description	Quantity	Unit	Unit Price	Amount
1.	Mobilization/Demobilization	1	LS		
	Top End Overhaul Replacement Parts:				
2.	ACTUATOR	1	EA		
	AFTERCOOLER CORES	2	EA		
	AIR INDUCTION & EXHAUST	1	EA		
	CYLINDER HEAD ASSEMBLY	1	EA		
	ENGINE OIL COOLER ELEMENTS	4	EA		
	ENGINE OIL PUMP	1	EA		
	EXHAUST MANIFOLD	1	EA		
	FUEL INJECTORS	16	EA		
	FUEL TRANSFER PUMP	1	EA		
	VALVE COVER BASE	1	EA		
	WATER MANIFOLD	1	EA		
	WATER PUMP	1	EA		
	WATER TEMP THERMOSTATS	4	EA		
TOTAL COST OF BASE BID					\$
3.	Contingency Allowance ¹	1	LS	\$20,000.00	\$20,000.00

¹This item provides for reimbursement of the cost of necessary but unforeseen Work elements, as authorized by the CITY. Payment shall reimburse the CONTRACTOR for direct costs incurred. Any question

INDEMNIFICATION	\$100.00
BID TOTAL:	

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

SAFETY DATA SHEETS ENCLOSED? YES _____ NO _____

SPECIFICATION SHEETS/BROCHURES? YES _____ NO _____
 HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE VISA CREDIT CARD? PLEASE CHECK ONE YES _____ NO _____

of whether an unforeseen Work element is required shall be decided by the CITY. Any amounts remaining in this Allowance item at the end of the Work shall be retained by the CITY.

BIDDER'S GENERAL INFORMATION:

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 7 (if required) will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 7 inclusive) is delivered to the CITY.

- (1) CONTRACTOR'S name and address: PANTROPIC POWER INC.
8205 N.W. 58TH STREET MIAMI, FL. 33166
- (2) CONTRACTOR'S telephone number: 954-214-1277
- (3) CONTRACTOR'S license: Primary classification: N/A.
State License Number: YOU DON'T NEED A LICENSE FOR THIS JOB.
Supplemental classifications held, if any: _____
Name of Licensee, if different from (1) above: _____
- (4) Name of person who inspected site of proposed WORK for your firm:
Name: Eduardo Riveron Date of Inspection: NOV 14, 2017
- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract (if required): TRAVELERS
- (6) ATTACH TO THIS BID the experience resume of the person who will be designated as Supervisor for this project. KEITH DE LUCA

- (7) ATTACH TO THIS BID a financial statement **(If Required)**, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition. **(Not Required)**
- (8) Subcontractors: The Bidder further proposes that as part of their submittal there is attached a list of subcontracting firms or businesses who will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract.

NO SUBCONTRACTORS

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as Principal,
and _____ as Surety, are held and
firmly bound unto City of Margate, hereinafter called "City" in the sum of
(\$ _____) _____ dollars,
(not less than 5 percent of the total amount of the bid) for the payment of which sum,
well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required
under the bidding schedule of the City's Contract Documents entitled:

**WEST WASTEWATER TREATMENT PLANT
EMERGENCY GENERATOR NO. 1 TOP END
OVERHAUL
BID # 2018-004**

NOW THEREFORE, if said Principal is awarded a contract by said City and, within the
time and in the manner required in the "Notice Inviting Bids" and the "Instructions to
Bidders" enters into a written Agreement on the form of the agreement bound with said
Contract Documents, furnishes the required certificates of insurance, and furnishes the
required Performance Bond, then this obligation shall be null and void, otherwise it shall
remain in full force and effect. In the event suit is brought upon this bond by said City
and City prevails, said Surety shall pay all costs incurred by said City in such suit,
including a reasonable attorney's fee to be fixed by the court.

SIGNED and SEALED, this _____ day of _____, 2017.

(CONTRACTOR)

(SURETY)

By: _____
(SIGNATURE)

By: _____
(SIGNATURE)

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME TO BE THE PERSONS
DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND
ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR
THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2017

NOTARY PUBLIC: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Contractor and _____ as Surety, are held and firmly bound unto the **CITY OF MARGATE, FLORIDA** hereinafter called City in the sum of (\$ _____) _____ dollars, lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said City to perform the Work as specified or indicated in the Bid Documents entitled:

**WEST WASTEWATER TREATMENT PLANT
EMERGENCY GENERATOR NO. 1 TOP END
OVERHAUL
BID # 2018-004**

NOW, THEREFORE, if the said Contractor shall fully and faithfully perform all the requirements of said Bid Documents required to be performed on its part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Bid Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Bid Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED and SEALED, this _____ day of _____, 2017.

(CONTRACTOR)

(SURETY)

BY: _____ BY: _____
(SIGNATURE) (SIGNATURE)

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as Contractor and _____ as Surety, are held and firmly bound unto the **CITY OF MARGATE, FLORIDA**, hereinafter called City, in the sum of (\$_____) dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said City to perform the Work as specified or indicated in the Contract Documents entitled:

**WEST WASTEWATER TREATMENT PLANT
EMERGENCY GENERATOR NO. 1 TOP END
OVERHAUL
BID # 2018-004**

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED and SEALED, this _____ day of _____, 2017.

(CONTRACTOR) _____
(SURETY)

By: _____ By: _____
(SIGNATURE) (SIGNATURE)

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2017

NOTARY PUBLIC: _____

REFERENCE SHEET – BID NO. 2018-004

In order to receive bid award consideration on the proposed bid, it is a requirement that this sheet be completed and returned with your bid/proposal. This information may be used in determining the bid award for this Project.

BIDDER (COMPANY NAME): PANTROPIC POWER INC.

ADDRESS: 8205 NW 58TH STREET MIAMI, FL 33166

CONTACT PERSON: EDUARDO RIVERON TITLE: SERVICE SALES REP.

TELEPHONE: 954-214-1277 FACSIMILE: 305-639-0059

NUMBER OF YEARS IN BUSINESS: 27

ADDRESS OF NEAREST FACILITY: 1881 W STATE RD 84 SUITE 103
FORT LAUDERDALE, FL 33315

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. Company Name: CITY of SUNRISE
Address: 14150 NW 8TH STREET Phone: 305-909-3774
Contact Person: RALPH RODRIGUEZ Title: TECH

2. Company Name: PRATT WHITNEY
Address: 17900 BEE LINE HWY Phone: 561-796-3964
Contact Person: BILL WEAVER Title: MAINTENANCE SUPERVISOR

3. Company Name: CITY of MARGATE
Address: _____ Phone: _____
Contact Person: WENDELL WHEELER Title: _____

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Bidder certifies that all material, equipment, etc. contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY - SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a SAFETY DATA SHEET (SDS). The SDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 - 1. The potential for fire, explosion, corrosivity and reactivity;
 - 2. the known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. the primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE: _____



DATE: _____

11-30-2017

**CITY OF MARGATE
STATEMENT OF NO BID**

**IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL, RETURN THIS FORM
TO ADDRESS WHERE BID IS TO BE SUBMITTED:**

I/We have declined to bid on your proposal No: 2018-004

**Bid Description: WEST WASTEWATER TREATMENT PLANT EMERGENCY
GENERATOR NO. 1 TOP END OVERHAUL - BID # 2018-004**

For the following reason:

- _____ 1. Specifications are too tight, i.e. geared toward one brand or manufacturer only. (Explain reason below.)
- _____ 2. Insufficient time to respond to invitation.
- _____ 3. We do not offer this commodity/service or equivalent.
- _____ 4. Our product/service schedule would not permit us to perform.
- _____ 5. Unable to meet specifications.
- _____ 6. Unable to meet bonding requirements.
- _____ 7. Specifications unclear (Explain below).
- _____ 8. Other (Specify below).

REMARKS: _____ *N/A* _____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ DATE: _____

SIGNATURE OF BIDDER: _____

DRUG-FREE WORKPLACE PROGRAM FORM BID NO. 2018-004

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. The City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER:



DATE: 11-30-2017

OFFEROR'S QUALIFICATION STATEMENT BID NO.2018-004

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate
(Purchasing Division)

ADDRESS: 5790 Margate Blvd.
Margate, FL 33063

CIRCLE ONE

SUBMITTED BY: PANTROPIC POWER INC.

NAME: Eduardo Riveron

ADDRESS: 8205 NW 58TH STREET MIAMI, FL 33166

TELEPHONE NO.: 954-214-1277

FACSIMILE NO.: 305-639-0059

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: PANTROPIC POWER INC

The address of the principal place of business is:

8205 NW 58TH STREET MIAMI FL 33166

2. If Offeror is a corporation, answer the following:

a. Date of Incorporation: 1986

b. State of Incorporation: FLORIDA

- c. President's name: LUIS BOTAS
- d. Vice President's name: ETTORE J DETORRES
- e. Secretary's name: ETTORE J. DETORRES
- f. Treasurer's name: N/A
- g. Name and address of Resident Agent: LUIS BOTA
8205 NW 58TH STREET MIAMI FL 33166

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: N/A
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: NONE

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NONE

6. How many years has your organization been in business under its present business name? 2004

a. Under what other former names has your organization operated?

PANTROPIC POWER PRODUCT INC.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

NONE

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

NO

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

CITY of SUNRISE	14150 NW. 8TH STREET	305-909-3774
(name)	(address)	(phone number)

PRATT & WHITNEY	179 BEELINE HWY.	561-796-3964
(name)	(address)	(phone number)

NOVA	3301 COLLEGE AVE	954-605-0901
(name)	(address)	(phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

ELECTRICAL POWER IN Cummins, CAT, DETROIT.

OVERHAUL IN CAT, DETROIT, Cummins.

GENERATOR END OVERHAUL,

SWITCH GEAR UP GRADE & INSTALL.

11. State the name(s) of the individual(s) who will have personal supervision of the work:

KEITH DE LUCA. (786-310-4923)

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature: Enon J. Deane

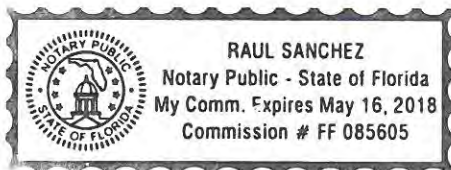
State of Florida County of Dade

On this the 4th day of Dec., 2017, before me, the undersigned Notary Public of the State of Florida, personally appeared

ETTORE J. DETORRES and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:



Raul Sanchez
NOTARY PUBLIC, STATE OF FLORIDA

Raul Sanchez
(Name of Notary Public: Print,
Stamp or Type as Commissioned.)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)
☐ DID take an oath, or ☐ DID NOT take an oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____ Number of Signatures Notarized: _____



NON-COLLUSIVE AFFIDAVIT FOR BID NO 2018-004

State of FLORIDA)

County of MIAMI DADE)

ETDRE J. DETORRES being first duly sworn, deposes
and says that:

He/she is the VICE PRESIDENT, (Owner, Partner, Officer,
Representative or Agent) of PANTORAC POWER INC., the Offeror that has submitted the
attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached
Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any
way colluded, conspired, connived or agreed, directly or indirectly, with any other
Offeror, firm, or person to submit a collusive or sham Proposal in connection with
the Work for which the attached Proposal has been submitted; or to refrain from
bidding in connection with such Work; or have in any manner, directly or indirectly,
sought by agreement or collusion, or communication, or conference with any
Offeror, firm, or person to fix the price or prices in the attached Proposal or of any
other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or
the Proposal price of any other Offeror, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against (Recipient),
or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part
of the Offeror or any other of its agents, representatives, owners, employees or
parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By

ETDRE J. DETORRES

Printed Name

VICE PRESIDENT

Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FOR BID NO 2018-004

State of Florida

County of DADE

On this the 4th day of DECEMBER, 2017, before me, the undersigned Notary Public of the State of Florida, personally appeared

ETTORE J. DETORRES and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

RAUL SANCHEZ
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NO	POLICY EFF	POLICY EXP	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1M
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR					MED EXP (Any one person) \$ 5K
						PERSONAL & ADV INJURY \$ 1M
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 1M
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COM/PROP AGG \$ 1M
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 500K
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS					\$
	☐ NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	☐ OCCUR					\$
	☐ CLAIMS-MADE					\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 300,000

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

The City of Margate additional insured for General Liability Only

CERTIFICATE HOLDER

CANCELLATION

The City of Margate
(Department Name)
6790 Margate Blvd
Margate, Florida 33063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)

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ATTACHMENT "A"

PART II – SAMPLE FORM OF AGREEMENT



CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2017, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Notice Inviting Bid, Instructions to Bidders, Special Conditions, Bid Proposal Form, Schedule of Bid Prices, Information Required of Bidders, Bid Bond, Reference Sheet, Non-Collusive Affidavit, Drug-Free Workplace Form, Performance Bond, and Certificate of Insurance, and which are made a part of this contract, or any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for:

**WEST WASTEWATER TREATMENT PLANT EMERGENCY
GENERATOR NO. 1 TOP END OVERHAUL
BID # 2018-004**

ARTICLE 3

CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and subject to authorized adjustments shall be totally complete and ready for final payment within 90 days (75 days substantial completion + 15 days full completion) from the date of Contract Commencement. Failure to achieve timely final completion shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with this Article.

Upon failure of the CONTRACTOR to complete the WORK within the time specified for completion, (plus approved extensions if any) CONTRACTOR shall pay to CITY the sum of one thousand and xx/100 dollars (\$1,000.00) for each calendar day that the substantial or final completion of the WORK is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the WORK for which a time of completion is given. CITY shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by CITY is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages. CONTRACTOR shall be responsible for reimbursing CITY, in addition to liquidated damages or other per day damages for delay, for all costs of engineering, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved

extension of time granted to CONTRACTOR whichever is later.

ARTICLE 4

CONTRACT SUM

1. THIS IS A LUMP SUM CONTRACT. CITY shall pay to CONTRACTOR the amount of \$_____ upon its determination that the project has been completed.
2. Payment shall be made at the Contract lump sum price. This price shall be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the Contract Documents.

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by CITY together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by CITY. CITY shall make payment to CONTRACTOR within 30 calendar days after its approval.
2. CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
 - a. Defective work not remedied.
 - b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - d. Damage to the CITY or to another contractor not remedied.
 - e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time
 - f. Reasonable evidence that the work will not be completed within the Contract Time.

- g. Persistent failure to carry out the work in accordance with the Contract documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CITY to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the CITY'S satisfaction.

ARTICLE 7

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.

6. CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

ARTICLE 8

PUBLIC RECORDS

CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall 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 Agreement, and following completion of the Agreement until the records are transferred to the OWNER.

Upon request from the OWNER custodian of public records, CONTRACTOR shall provide the OWNER 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the OWNER.

Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the CITY MANAGER, at no cost to the OWNER, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the OWNER in a format that is compatible with the OWNER'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the OWNER.

Section 119.0701(2)(a), Florida Statutes

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.

Custodian of Records: JOSEPH KAVANAGH, CITY CLERK

Mailing address: 5790 Margate Boulevard, Margate, FL 33063

Telephone number: 954-935-5325

Email: JJKAVANAGH@MARGATEFL.COM

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MARGATE

Tommy Ruzzano, Mayor

____ day of _____, 2017

Samuel A. May, City Manager

____ day of _____, 2017

ATTEST:

Joseph J. Kavanagh, City Clerk

____ day of _____, 2017

APPROVED AS TO FORM:

Douglas R. Gonzales, City Attorney

____ day of _____, 2017

FOR CONTRACTOR

FOR CORPORATION:


President

4th day of Dec., 2017

(CORPORATE SEAL)

Secretary

____ day of _____, 2017

**AGREEMENT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR THE
PROPOSED PROJECT – WEST WASTEWATER TREATMENT PLANT EMERGENCY
GENERATOR NO. 1 TOP END OVERHAUL - BID # 2018-004**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Pantropic Power, Inc. as Principal,
and Travelers Casualty and Surety Company of America as Surety, are held and
firmly bound unto City of Margate, hereinafter called "City" in the sum of
(\$ 5%) Five Percent (5%) of the Amount Bid***** dollars,
(not less than 5 percent of the total amount of the bid) for the payment of which sum,
well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required
under the bidding schedule of the City's Contract Documents entitled:

**WEST WASTEWATER TREATMENT PLANT
EMERGENCY GENERATOR NO. 1 TOP END
OVERHAUL
BID # 2018-004**

NOW THEREFORE, if said Principal is awarded a contract by said City and, within the
time and in the manner required in the "Notice Inviting Bids" and the "Instructions to
Bidders" enters into a written Agreement on the form of the agreement bound with said
Contract Documents, furnishes the required certificates of insurance, and furnishes the
required Performance Bond, then this obligation shall be null and void, otherwise it shall
remain in full force and effect. In the event suit is brought upon this bond by said City
and City prevails, said Surety shall pay all costs incurred by said City in such suit,
including a reasonable attorney's fee to be fixed by the court.

SIGNED and SEALED, this 5th day of December, 2017.

Pantropic Power, Inc.

Travelers Casualty and Surety Company of America

(CONTRACTOR)

(SURETY)

By: Ethae J. Lebrun

By: Tina Foster

(SIGNATURE)

(SIGNATURE)

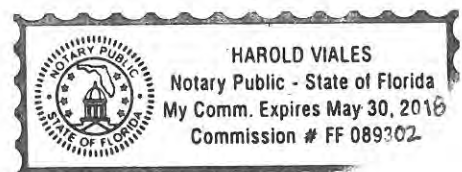
Tina Foster, Attorney-In-Fact

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME TO BE THE PERSONS
DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND
ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR
THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 5th DAY OF December, 2017

NOTARY PUBLIC: [Signature]



State of Tennessee }
County of Knox } SS:

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

On this 5th day of December in the year 2017 before me,
Autumn N. Schneider, a Notary Public in and
for said County and State, residing therein, duly commissioned and sworn, personally appeared
Tina Foster known to me to be the duly authorized Attorney-in-Fact of the
Travelers Casualty and Surety Company of America
and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact,
of said Company and the said Tina Foster
duly acknowledged to me that he subscribed the of the
Travelers Casualty and Surety Company of America
thereto as Surety and his own name as Attorney-in-Fact.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.



Autumn N. Schneider

Notary Public in and for

Knox County

State of Tennessee

My Commission expires: April 27, 2021

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

232076

Certificate No. 007195914

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard C. Rose, Janice Fennell, Jeremy C. Rose, Keri Ann Smith, Aiza Lopez, Aimee R. Perondine, Stacy Rivera, Jennifer M. Garten, Joshua Sanford, Sue J. Hill, Autumn Schneider, and Tina Foster

of the City of Knoxville, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of April, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

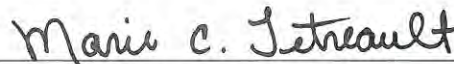
By: 

Robert L. Raney, Senior Vice President

On this the 20th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.




 Marie C. Tetreault, Notary Public

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
2/23/2017

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

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

PRODUCER Commercial Lines - (305) 443-4886 Wells Fargo Insurance Services USA, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: Julio C. Valdes PHONE (A/C, No, Ext): 305-443-4886 E-MAIL ADDRESS: Julio.Valdes@wellsfargo.com		FAX (A/C, No): 305-443-0454																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B:</td> <td>Commerce & Industry Insurance Company</td> <td>19410</td> </tr> <tr> <td>INSURER C:</td> <td>Liberty Mutual Insurance Co.</td> <td>23043</td> </tr> <tr> <td>INSURER D:</td> <td>American Insurance Company</td> <td>21857</td> </tr> <tr> <td>INSURER E:</td> <td>Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Old Republic Insurance Company	24147	INSURER B:	Commerce & Industry Insurance Company	19410	INSURER C:	Liberty Mutual Insurance Co.	23043	INSURER D:	American Insurance Company	21857	INSURER E:	Navigators Specialty Insurance Company	36056	INSURER F:	
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INSURER F:																							
INSURED Pantropic Power, Inc. 8205 NW 58th Street Miami FL 33166																							

COVERAGES **CERTIFICATE NUMBER:** 11493417 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			MWZY309394	03/1/2017	03/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ GKLL			MWTB309393	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			BE25077929	03/01/2017	03/01/2018	EACH OCCURRENCE \$ \$25,000,000 AGGREGATE \$ \$25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC30939200	03/01/2017	03/01/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			1000086144-03	03/01/2017	03/01/2018	\$25,000,000
D	Excess Liability			SHX0003219496	03/01/2017	03/01/2018	\$25,000,000
E	Excess Liability			GA16FXR805581IC	03/01/2017	03/01/2018	\$25,000,000

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

City of Margate is listed as additional insured for General Liability only for operations of the named insured on behalf of the additional insured as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

City Of Margate
 5790 Margate Blvd
 Margate FL 33063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Juan Brando

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Product Name: CAT DEO 15W-40 (DIESEL ENGINE OIL)

Revision Date: 03 Mar 2015

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SAFETY DATA SHEET

SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

PRODUCT

Product Name: CAT DEO 15W-40 (DIESEL ENGINE OIL)

Product Description: Base Oil and Additives

Product Code: 20202040B020, 478669-00, 97X127

Intended Use: Engine oil

COMPANY IDENTIFICATION

Supplier: EXXON MOBIL CORPORATION

3225 GALLOWS RD.

FAIRFAX, VA. 22037 USA

24 Hour Health Emergency

609-737-4411

Transportation Emergency Phone

800-424-9300 or 703-527-3887 CHEMTREC

Product Technical Information

800-662-4525

MSDS Internet Address

<http://www.exxon.com>, <http://www.mobil.com>

SECTION 2 HAZARDS IDENTIFICATION

This material is not hazardous according to regulatory guidelines (see (M)SDS Section 15).

Other hazard information:

HAZARD NOT OTHERWISE CLASSIFIED (HNOC): None as defined under 29 CFR 1900.1200.

PHYSICAL / CHEMICAL HAZARDS

No significant hazards.

HEALTH HAZARDS

High-pressure injection under skin may cause serious damage. Excessive exposure may result in eye, skin, or respiratory irritation.

ENVIRONMENTAL HAZARDS

No significant hazards.

NFPA Hazard ID: Health: 0

Flammability: 1

Reactivity: 0

HMIS Hazard ID: Health: 0

Flammability: 1

Reactivity: 0

NOTE: This material should not be used for any other purpose than the intended use in Section 1 without expert

Product Name: CAT DEO 15W-40 (DIESEL ENGINE OIL)

Revision Date: 03 Mar 2015

Page 2 of 11

advice. Health studies have shown that chemical exposure may cause potential human health risks which may vary from person to person.

SECTION 3 COMPOSITION / INFORMATION ON INGREDIENTS

This material is defined as a mixture.

Hazardous Substance(s) or Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
ETHYOXYLATED LONG CHAIN ALCOHOLS	68551-12-2	0.1 - < 1%	H318, H400(M factor 1)
SOLVENT DEWAXED HEAVY PARAFFINIC DISTILLATE	64742-65-0	5 - < 10%	H304
TETRAPROPENYL PHENOL	121158-58-5	0.1 - < 0.25%	H315, H319(2A), H360(1B)(F), H400(M factor 10), H410(M factor 10)
ZINC ALKYL DITHIOPHOSPHATE	113706-15-3	1 - 2.5%	H303, H315, H318, H401, H411

* All concentrations are percent by weight unless material is a gas. Gas concentrations are in percent by volume.

As per paragraph (i) of 29 CFR 1910.1200, formulation is considered a trade secret and specific chemical identity and exact percentage (concentration) of composition may have been withheld. Specific chemical identity and exact percentage composition will be provided to health professionals, employees, or designated representatives in accordance with applicable provisions of paragraph (i).

SECTION 4 FIRST AID MEASURES

INHALATION

Remove from further exposure. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, seek immediate medical assistance. If breathing has stopped, assist ventilation with a mechanical device or use mouth-to-mouth resuscitation.

SKIN CONTACT

Wash contact areas with soap and water. If product is injected into or under the skin, or into any part of the body, regardless of the appearance of the wound or its size, the individual should be evaluated immediately by a physician as a surgical emergency. Even though initial symptoms from high pressure injection may be minimal or absent, early surgical treatment within the first few hours may significantly reduce the ultimate extent of injury.

EYE CONTACT

Flush thoroughly with water. If irritation occurs, get medical assistance.

INGESTION

First aid is normally not required. Seek medical attention if discomfort occurs.

SECTION 5 FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA

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Appropriate Extinguishing Media: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish flames.

Inappropriate Extinguishing Media: Straight Streams of Water

FIRE FIGHTING

Fire Fighting Instructions: Evacuate area. Prevent runoff from fire control or dilution from entering streams, sewers, or drinking water supply. Firefighters should use standard protective equipment and in enclosed spaces, self-contained breathing apparatus (SCBA). Use water spray to cool fire exposed surfaces and to protect personnel.

Hazardous Combustion Products: Oxides of carbon, Smoke, Fume, Sulfur oxides, Incomplete combustion products, Aldehydes

FLAMMABILITY PROPERTIES

Flash Point [Method]: >215°C (419°F) [ASTM D-92]

Flammable Limits (Approximate volume % in air): LEL: 0.9 UEL: 7.0

Autoignition Temperature: N/D

SECTION 6

ACCIDENTAL RELEASE MEASURES

NOTIFICATION PROCEDURES

In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations. US regulations require reporting releases of this material to the environment which exceed the applicable reportable quantity or oil spills which could reach any waterway including intermittent dry creeks. The National Response Center can be reached at (800)424-8802.

PROTECTIVE MEASURES

Avoid contact with spilled material. See Section 5 for fire fighting information. See the Hazard Identification Section for Significant Hazards. See Section 4 for First Aid Advice. See Section 8 for advice on the minimum requirements for personal protective equipment. Additional protective measures may be necessary, depending on the specific circumstances and/or the expert judgment of the emergency responders.

For emergency responders: Respiratory protection: respiratory protection will be necessary only in special cases, e.g., formation of mists. Half-face or full-face respirator with filter(s) for dust/organic vapor or Self Contained Breathing Apparatus (SCBA) can be used depending on the size of spill and potential level of exposure. If the exposure cannot be completely characterized or an oxygen deficient atmosphere is possible or anticipated, SCBA is recommended. Work gloves that are resistant to hydrocarbons are recommended. Gloves made of polyvinyl acetate (PVA) are not water-resistant and are not suitable for emergency use. Chemical goggles are recommended if splashes or contact with eyes is possible. Small spills: normal antistatic work clothes are usually adequate. Large spills: full body suit of chemical resistant, antistatic material is recommended.

SPILL MANAGEMENT

Land Spill: Stop leak if you can do it without risk. Recover by pumping or with suitable absorbent.

Water Spill: Stop leak if you can do it without risk. Confine the spill immediately with booms. Warn other shipping. Remove from the surface by skimming or with suitable absorbents. Seek the advice of a specialist before using dispersants.

Water spill and land spill recommendations are based on the most likely spill scenario for this material; however,

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geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted. Note: Local regulations may prescribe or limit action to be taken.

ENVIRONMENTAL PRECAUTIONS

Large Spills: Dike far ahead of liquid spill for later recovery and disposal. Prevent entry into waterways, sewers, basements or confined areas.

SECTION 7 HANDLING AND STORAGE

HANDLING

Avoid contact with used product. Prevent small spills and leakage to avoid slip hazard. Material can accumulate static charges which may cause an electrical spark (ignition source). When the material is handled in bulk, an electrical spark could ignite any flammable vapors from liquids or residues that may be present (e.g., during switch-loading operations). Use proper bonding and/or ground procedures. However, bonding and grounds may not eliminate the hazard from static accumulation. Consult local applicable standards for guidance. Additional references include American Petroleum Institute 2003 (Protection Against Ignitions Arising out of Static, Lightning and Stray Currents) or National Fire Protection Agency 77 (Recommended Practice on Static Electricity) or CENELEC CLC/TR 50404 (Electrostatics - Code of practice for the avoidance of hazards due to static electricity).

Static Accumulator: This material is a static accumulator.

STORAGE

The container choice, for example storage vessel, may effect static accumulation and dissipation. Do not store in open or unlabelled containers.

SECTION 8 EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE LIMIT VALUES

Exposure limits/standards (Note: Exposure limits are not additive)

Substance Name	Form	Limit / Standard			NOTE	Source
SOLVENT DEWAXED HEAVY PARAFFINIC DISTILLATE	Mist.	TWA	5 mg/m ³		N/A	OSHA Z1
SOLVENT DEWAXED HEAVY PARAFFINIC DISTILLATE		TWA	2000 mg/m ³	500 ppm	N/A	OSHA Z1
SOLVENT DEWAXED HEAVY PARAFFINIC DISTILLATE	Mist.	TWA	5 mg/m ³		N/A	ACGIH

Exposure limits/standards for materials that can be formed when handling this product: When mists/aerosols can occur the following are recommended: 5 mg/m³ - ACGIH TLV (inhalable fraction), 5 mg/m³ - OSHA PEL.

NOTE: Limits/standards shown for guidance only. Follow applicable regulations.

No biological limits allocated.

ENGINEERING CONTROLS

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The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Control measures to consider:

No special requirements under ordinary conditions of use and with adequate ventilation.

PERSONAL PROTECTION

Personal protective equipment selections vary based on potential exposure conditions such as applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.

Respiratory Protection: If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include:

No special requirements under ordinary conditions of use and with adequate ventilation.

For high airborne concentrations, use an approved supplied-air respirator, operated in positive pressure mode. Supplied air respirators with an escape bottle may be appropriate when oxygen levels are inadequate, gas/vapor warning properties are poor, or if air purifying filter capacity/rating may be exceeded.

Hand Protection: Any specific glove information provided is based on published literature and glove manufacturer data. Glove suitability and breakthrough time will differ depending on the specific use conditions. Contact the glove manufacturer for specific advice on glove selection and breakthrough times for your use conditions. Inspect and replace worn or damaged gloves. The types of gloves to be considered for this material include:

No protection is ordinarily required under normal conditions of use.

Eye Protection: If contact is likely, safety glasses with side shields are recommended.

Skin and Body Protection: Any specific clothing information provided is based on published literature or manufacturer data. The types of clothing to be considered for this material include:

No skin protection is ordinarily required under normal conditions of use. In accordance with good industrial hygiene practices, precautions should be taken to avoid skin contact.

Specific Hygiene Measures: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned. Practice good housekeeping.

ENVIRONMENTAL CONTROLS

Comply with applicable environmental regulations limiting discharge to air, water and soil. Protect the environment by applying appropriate control measures to prevent or limit emissions.

SECTION 9

PHYSICAL AND CHEMICAL PROPERTIES

Note: Physical and chemical properties are provided for safety, health and environmental considerations only and may not fully represent product specifications. Contact the Supplier for additional information.

GENERAL INFORMATION

Physical State: Liquid

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Color: Amber
Odor: Characteristic
Odor Threshold: N/D

IMPORTANT HEALTH, SAFETY, AND ENVIRONMENTAL INFORMATION

Relative Density (at 15 °C): 0.826
Flammability (Solid, Gas): N/A
Flash Point [Method]: >215°C (419°F) [ASTM D-92]
Flammable Limits (Approximate volume % in air): LEL: 0.9 UEL: 7.0
Autoignition Temperature: N/D
Boiling Point / Range: > 316°C (600°F)
Decomposition Temperature: N/D
Vapor Density (Air = 1): N/D
Vapor Pressure: [N/D at 20 °C]
Evaporation Rate (n-butyl acetate = 1): N/D
pH: N/A
Log Pow (n-Octanol/Water Partition Coefficient): > 3.5
Solubility in Water: Negligible
Viscosity: 115.5 cSt (115.5 mm²/sec) at 40 °C | 15 cSt (15 mm²/sec) at 100°C
Oxidizing Properties: See Hazards Identification Section.

OTHER INFORMATION

Freezing Point: N/D
Melting Point: N/A
Pour Point: < -27°C (-17°F)
DMSO Extract (mineral oil only), IP-346: < 3 %wt

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: See sub-sections below.

STABILITY: Material is stable under normal conditions.

CONDITIONS TO AVOID: Excessive heat. High energy sources of ignition.

MATERIALS TO AVOID: Strong oxidizers

HAZARDOUS DECOMPOSITION PRODUCTS: Material does not decompose at ambient temperatures.

POSSIBILITY OF HAZARDOUS REACTIONS: Hazardous polymerization will not occur.

SECTION 11 TOXICOLOGICAL INFORMATION

INFORMATION ON TOXICOLOGICAL EFFECTS

Hazard Class	Conclusion / Remarks
Inhalation	
Acute Toxicity: No end point data for material.	Minimally Toxic. Based on assessment of the components.
Irritation: No end point data for material.	Negligible hazard at ambient/normal handling temperatures.

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Ingestion	
Acute Toxicity: No end point data for material.	Minimally Toxic. Based on assessment of the components.
Skin	
Acute Toxicity: No end point data for material.	Minimally Toxic. Based on assessment of the components.
Skin Corrosion/Irritation: No end point data for material.	Negligible irritation to skin at ambient temperatures. Based on assessment of the components.
Eye	
Serious Eye Damage/Irritation: No end point data for material.	May cause mild, short-lasting discomfort to eyes. Based on assessment of the components.
Sensitization	
Respiratory Sensitization: No end point data for material.	Not expected to be a respiratory sensitizer.
Skin Sensitization: No end point data for material.	Not expected to be a skin sensitizer. Based on assessment of the components.
Aspiration: Data available.	Not expected to be an aspiration hazard. Based on physico-chemical properties of the material.
Germ Cell Mutagenicity: No end point data for material.	Not expected to be a germ cell mutagen. Based on assessment of the components.
Carcinogenicity: No end point data for material.	Not expected to cause cancer. Based on assessment of the components.
Reproductive Toxicity: No end point data for material.	Not expected to be a reproductive toxicant. Based on assessment of the components.
Lactation: No end point data for material.	Not expected to cause harm to breast-fed children.
Specific Target Organ Toxicity (STOT)	
Single Exposure: No end point data for material.	Not expected to cause organ damage from a single exposure.
Repeated Exposure: No end point data for material.	Not expected to cause organ damage from prolonged or repeated exposure. Based on assessment of the components.

OTHER INFORMATION

For the product itself:

Diesel engine oils: Not carcinogenic in animals tests. Used and unused diesel engine oils did not produce any carcinogenic effects in chronic mouse skin painting studies.

Oils that are used in gasoline engines may become hazardous and display the following properties: Carcinogenic in animal tests. Caused mutations in vitro. Possible allergen and photoallergen. Contains polycyclic aromatic compounds (PAC) from combustion products of gasoline and/or thermal degradation products.

Contains:

Base oil severely refined: Not carcinogenic in animal studies. Representative material passes IP-346, Modified Ames test, and/or other screening tests. Dermal and inhalation studies showed minimal effects; lung non-specific infiltration of immune cells, oil deposition and minimal granuloma formation. Not sensitizing in test animals.

Tetrapropenyl phenol (TPP). TPP was tested in a rat oral gavage one-generation reproductive toxicity study and a rat dietary two-generation reproductive toxicity study. Results from the one-generation study included reduced ovary weights and changes in male reproductive accessory organs. Results from the two-generation study included prolonged estrous cyclicity, reduced ovary weights, accelerated sexual maturation, decreased mean live litter size, decreased fertility rates, hypospermia, and reduced weights of male reproductive accessory organs. A Specific Concentration Limit (SCL) for reproductive effects of 1.5 wt% TPP was derived by the supplier based on the NOAEL (15 mg/kg/day) from the rat dietary two-generation study and was confirmed in supporting studies with other substances containing TPP as an impurity.

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The following ingredients are cited on the lists below: None.

--REGULATORY LISTS SEARCHED--

1 = NTP CARC

3 = IARC 1

5 = IARC 2B

2 = NTP SUS

4 = IARC 2A

6 = OSHA CARC

SECTION 12	ECOLOGICAL INFORMATION
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The information given is based on data available for the material, the components of the material, and similar materials.

ECOTOXICITY

Material -- Not expected to be harmful to aquatic organisms.

MOBILITY

Base oil component -- Low solubility and floats and is expected to migrate from water to the land. Expected to partition to sediment and wastewater solids.

PERSISTENCE AND DEGRADABILITY

Biodegradation:

Base oil component -- Expected to be inherently biodegradable

BIOACCUMULATION POTENTIAL

Base oil component -- Has the potential to bioaccumulate, however metabolism or physical properties may reduce the bioconcentration or limit bioavailability.

NOTE: One or more components of this material contain an impurity (branched alkylphenol) that is highly toxic to aquatic organisms. The components containing the impurity were tested by the supplier and found to be no more than minimally toxic to aquatic organisms.

SECTION 13	DISPOSAL CONSIDERATIONS
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Disposal recommendations based on material as supplied. Disposal must be in accordance with current applicable laws and regulations, and material characteristics at time of disposal.

DISPOSAL RECOMMENDATIONS

Product is suitable for burning in an enclosed controlled burner for fuel value or disposal by supervised incineration at very high temperatures to prevent formation of undesirable combustion products. Protect the environment. Dispose of used oil at designated sites. Minimize skin contact. Do not mix used oils with solvents, brake fluids or coolants.

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REGULATORY DISPOSAL INFORMATION

RCRA Information: The unused product, in our opinion, is not specifically listed by the EPA as a hazardous waste (40 CFR, Part 261D), nor is it formulated to contain materials which are listed as hazardous wastes. It does not exhibit the hazardous characteristics of ignitability, corrosivity or reactivity and is not formulated with contaminants as determined by the Toxicity Characteristic Leaching Procedure (TCLP). However, used product may be regulated.

Empty Container Warning Empty Container Warning (where applicable): Empty containers may contain residue and can be dangerous. Do not attempt to refill or clean containers without proper instructions. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations. DO NOT PRESSURISE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.

SECTION 14

TRANSPORT INFORMATION

LAND (DOT): Not Regulated for Land Transport

LAND (TDG): Not Regulated for Land Transport

SEA (IMDG): Not Regulated for Sea Transport according to IMDG-Code

Marine Pollutant: No

AIR (IATA): Not Regulated for Air Transport

SECTION 15

REGULATORY INFORMATION

OSHA HAZARD COMMUNICATION STANDARD: This material is not considered hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.

Listed or exempt from listing/notification on the following chemical inventories: TSCA

EPCRA SECTION 302: This material contains no extremely hazardous substances.

SARA (311/312) REPORTABLE HAZARD CATEGORIES: None.

SARA (313) TOXIC RELEASE INVENTORY:

Chemical Name	CAS Number	Typical Value
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ZINC ALKYL DITHIOPHOSPHATE	113706-15-3	1 - 2.5%
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The following ingredients are cited on the lists below:

Chemical Name	CAS Number	List Citations
DIPHENYLAMINE	122-39-4	18
ZINC ALKYL DITHIOPHOSPHATE	113706-15-3	13, 15, 17, 19

--REGULATORY LISTS SEARCHED--

1 = ACGIH ALL	6 = TSCA 5a2	11 = CA P65 REPRO	16 = MN RTK
2 = ACGIH A1	7 = TSCA 5e	12 = CA RTK	17 = NJ RTK
3 = ACGIH A2	8 = TSCA 6	13 = IL RTK	18 = PA RTK
4 = OSHA Z	9 = TSCA 12b	14 = LA RTK	19 = RI RTK
5 = TSCA 4	10 = CA P65 CARC	15 = MI 293	

Code key: CARC=Carcinogen; REPRO=Reproductive

SECTION 16	OTHER INFORMATION
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N/D = Not determined, N/A = Not applicable

KEY TO THE H-CODES CONTAINED IN SECTION 3 OF THIS DOCUMENT (for information only):

H303: May be harmful if swallowed; Acute Tox Oral, Cat 5
H304: May be fatal if swallowed and enters airways; Aspiration, Cat 1
H315: Causes skin irritation; Skin Corr/Irritation, Cat 2
H318: Causes serious eye damage; Serious Eye Damage/Irr, Cat 1
H319(2A): Causes serious eye irritation; Serious Eye Damage/Irr, Cat 2A
H360(1B)(F): May damage fertility; Repro Tox, Cat 1B (Fertility)
H400: Very toxic to aquatic life; Acute Env Tox, Cat 1
H401: Toxic to aquatic life; Acute Env Tox, Cat 2
H410: Very toxic to aquatic life with long lasting effects; Chronic Env Tox, Cat 1
H411: Toxic to aquatic life with long lasting effects; Chronic Env Tox, Cat 2

THIS SAFETY DATA SHEET CONTAINS THE FOLLOWING REVISIONS:

Updates made in accordance with implementation of GHS requirements.

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affiliates in which they directly or indirectly hold any interest.

Internal Use Only

MHC: 0B, 0B, 0, 0, 0, 0

PPEC: A

DGN: 2026963XUS (543511)

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Safety Data Sheet

SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

CAT ® ELC (Extended Life Coolant)

Product Use: Antifreeze/Coolant

Product Number(s): 226387

Company Identification

Chevron Products Company

Global Lubricants

6001 Bollinger Canyon Rd.

San Ramon, CA 94583

United States of America

www.chevronlubricants.com

Transportation Emergency Response

CHEMTREC: (800) 424-9300 or (703) 527-3887

Health Emergency

Chevron Emergency Information Center: Located in the USA. International collect calls accepted. (800)

231-0623 or (510) 231-0623

email : lubemsds@chevron.com

SECTION 2 HAZARDS IDENTIFICATION

CLASSIFICATION: Target organ toxicant (repeated exposure): Category 2. Reproductive toxicant (developmental): Category 2.



Signal Word: Warning

Health Hazards: Suspected of damaging the unborn child.

Target Organs: May cause damage to organs (Kidney) through prolonged or repeated exposure.

PRECAUTIONARY STATEMENTS:

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe dust/fume/gas/mist/vapours/spray. Use personal protective equipment as required.

Response: Get medical advice/attention if you feel unwell. IF exposed or concerned: Get medical advice/attention.

Storage: Store locked up.

Disposal: Dispose of contents/container in accordance with applicable

local/regional/national/international regulations.

HAZARDS NOT OTHERWISE CLASSIFIED: Not Applicable

SECTION 3 COMPOSITION/ INFORMATION ON INGREDIENTS

COMPONENTS	CAS NUMBER	AMOUNT
Ethylene Glycol	107-21-1	30 - 60 %weight
Sodium 2-ethylhexanoate	19766-89-3	1 - 5 %weight
Molybdc acid, disodium salt, dihydrate	10102-40-6	0.1 - 1 %weight

SECTION 4 FIRST AID MEASURES

Description of first aid measures

Eye: No specific first aid measures are required. As a precaution, remove contact lenses, if worn, and flush eyes with water.

Skin: No specific first aid measures are required. As a precaution, remove clothing and shoes if contaminated. To remove the material from skin, use soap and water. Discard contaminated clothing and shoes or thoroughly clean before reuse.

Ingestion: If swallowed, get immediate medical attention. Do not induce vomiting. Never give anything by mouth to an unconscious person.

Inhalation: No specific first aid measures are required. If exposed to excessive levels of material in the air, move the exposed person to fresh air. Get medical attention if coughing or respiratory discomfort occurs.

Most important symptoms and effects, both acute and delayed

IMMEDIATE HEALTH EFFECTS

Eye: Not expected to cause prolonged or significant eye irritation.

Skin: Contact with the skin is not expected to cause prolonged or significant irritation. Contact with the skin is not expected to cause an allergic skin response. Not expected to be harmful to internal organs if absorbed through the skin.

Ingestion: Toxic; may be harmful or fatal if swallowed.

Inhalation: Not expected to be harmful if inhaled. Breathing this material at concentrations above the recommended exposure limits may cause central nervous system effects. Central nervous system effects may include headache, dizziness, nausea, vomiting, weakness, loss of coordination, blurred vision, drowsiness, confusion, or disorientation. At extreme exposures, central nervous system effects may include respiratory depression, tremors or convulsions, loss of consciousness, coma or death.

DELAYED OR OTHER HEALTH EFFECTS:

Reproduction and Birth Defects: Contains material that may cause adverse reproductive effects if swallowed based on animal data. Contains material that may cause harm to the unborn child if swallowed based on animal data.

Target Organs: Contains material that may cause damage to the following organ(s) following repeated inhalation at concentrations above the recommended exposure limit: Kidney Risk depends on duration and level of exposure. See Section 11 for additional information.

Indication of any immediate medical attention and special treatment needed Not Applicable

SECTION 5 FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA: Use water fog, foam, dry chemical or carbon dioxide (CO2) to extinguish

flames. Dry Chemical, CO2, AFFF Foam or alcohol resistant foam.

PROTECTION OF FIRE FIGHTERS:

Fire Fighting Instructions: This material will burn although it is not easily ignited. See Section 7 for proper handling and storage. For fires involving this material, do not enter any enclosed or confined fire space without proper protective equipment, including self-contained breathing apparatus.

Combustion Products: Highly dependent on combustion conditions. A complex mixture of airborne solids, liquids, and gases including carbon monoxide, carbon dioxide, and unidentified organic compounds will be evolved when this material undergoes combustion.

SECTION 6 ACCIDENTAL RELEASE MEASURES

Protective Measures: Eliminate all sources of ignition in vicinity of spilled material.

Spill Management: Stop the source of the release if you can do it without risk. Contain release to prevent further contamination of soil, surface water or groundwater. Clean up spill as soon as possible, observing precautions in Exposure Controls/Personal Protection. Use appropriate techniques such as applying non-combustible absorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Place contaminated materials in disposable containers and dispose of in a manner consistent with applicable regulations.

Reporting: Report spills to local authorities and/or the U.S. Coast Guard's National Response Center at (800) 424-8802 as appropriate or required.

SECTION 7 HANDLING AND STORAGE

General Handling Information: Do not taste or swallow antifreeze or solution. Keep out of the reach of children and animals.

Precautionary Measures: Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe vapor or fumes. Wash thoroughly after handling. Keep out of the reach of children.

Static Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding may be necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures.

Container Warnings: Container is not designed to contain pressure. Do not use pressure to empty container or it may rupture with explosive force. Empty containers retain product residue (solid, liquid, and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, static electricity, or other sources of ignition. They may explode and cause injury or death. Empty containers should be completely drained, properly closed, and promptly returned to a drum reconditioner or disposed of properly.

General Storage Information: Do not store in open or unlabeled containers.

SECTION 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

GENERAL CONSIDERATIONS:

Consider the potential hazards of this material (see Section 3), applicable exposure limits, job activities, and other substances in the work place when designing engineering controls and selecting personal protective equipment. If engineering controls or work practices are not adequate to prevent exposure to harmful levels of this material, the personal protective equipment listed below is recommended. The user should read and understand all instructions and limitations supplied with the equipment since protection is usually provided for a limited time or under certain circumstances.

ENGINEERING CONTROLS:

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below the recommended exposure limits. Use in a well-ventilated area.

PERSONAL PROTECTIVE EQUIPMENT

Eye/Face Protection: No special eye protection is normally required. Where splashing is possible, wear safety glasses with side shields as a good safety practice.

Skin Protection: No special protective clothing is normally required. Where splashing is possible, select protective clothing depending on operations conducted, physical requirements and other substances in the workplace. Suggested materials for protective gloves include: Natural rubber, Neoprene, Nitrile Rubber, Polyvinyl Chloride (PVC or Vinyl).

Respiratory Protection: Determine if airborne concentrations are below the recommended occupational exposure limits for jurisdiction of use. If airborne concentrations are above the acceptable limits, wear an approved respirator that provides adequate protection from this material, such as: No respiratory protection is normally required. Air-Purifying Respirator for Organic Vapors, Dusts and Mists.

Use a positive pressure air-supplying respirator in circumstances where air-purifying respirators may not provide adequate protection.

Occupational Exposure Limits:

Component	Agency	TWA	STEL	Ceiling	Notation
Ethylene Glycol	ACGIH	--	--	100 mg/m3	--
Sodium 2-ethylhexanoate	Not Applicable	--	--	--	--
Molybdic acid, disodium salt, dihydrate	ACGIH	.5 mg/m3	--	--	A3 A3

Consult local authorities for appropriate values.

SECTION 9 PHYSICAL AND CHEMICAL PROPERTIES

Attention: the data below are typical values and do not constitute a specification.

Color: Red

Physical State: Liquid

Odor: Faint or Mild

Odor Threshold: No data available

pH: 8.1 - 8.5

Vapor Pressure: 0.12 mmHg (Typical) @ 20 °C (68 °F)

Vapor Density (Air = 1): 2.1

Initial Boiling Point: 108.9°C (228°F)

Solubility: Miscible

Freezing Point: -37°C (-34.6°F)

Specific Gravity: 1.08 @ 15.6°C (60.1°F) / 15.6°C (60.1°F)

Viscosity: No data available

Decomposition temperature: No data available

Octanol/Water Partition Coefficient: No data available

FLAMMABLE PROPERTIES:

Flammability (solid, gas): No Data Available

Flashpoint: (Cleveland Open Cup) 160 °C (320 °F) (Typical)

Autoignition: No data available

Flammability (Explosive) Limits (% by volume in air): Lower: Not Applicable Upper: Not Applicable

SECTION 10 STABILITY AND REACTIVITY

Reactivity: May react with strong acids or strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.

Chemical Stability: This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.

Incompatibility With Other Materials: Not applicable

Hazardous Decomposition Products: Ketones (Elevated temperatures), Aldehydes (Elevated temperatures)

Hazardous Polymerization: Hazardous polymerization will not occur.

SECTION 11 TOXICOLOGICAL INFORMATION

Information on toxicological effects

Serious Eye Damage/Irritation: The eye irritation hazard is based on evaluation of data for product components.

Skin Corrosion/Irritation: The skin irritation hazard is based on evaluation of data for product components.

Skin Sensitization: The skin sensitization hazard is based on evaluation of data for similar materials.

Acute Dermal Toxicity: The acute dermal toxicity hazard is based on evaluation of data for product components.

Acute Oral Toxicity: The acute oral toxicity hazard is based on evaluation of data for product components.

Acute Inhalation Toxicity: The acute inhalation toxicity hazard is based on evaluation of data for product components.

Acute Toxicity Estimate: Not Determined

Germ Cell Mutagenicity: The hazard evaluation is based on data for components or a similar material.

Carcinogenicity: The hazard evaluation is based on data for components or a similar material.

Reproductive Toxicity: The hazard evaluation is based on data for components or a similar material.

Specific Target Organ Toxicity - Single Exposure: The hazard evaluation is based on data for components or a similar material.

Specific Target Organ Toxicity - Repeated Exposure: The hazard evaluation is based on data for components or a similar material.

ADDITIONAL TOXICOLOGY INFORMATION:

This product contains ethylene glycol (EG). The toxicity of EG via inhalation or skin contact is expected to be slight at room temperature. The estimated oral lethal dose is about 100 cc (3.3 oz.) for an adult human. Ethylene glycol is oxidized to oxalic acid which results in the deposition of calcium oxalate crystals mainly in the brain and kidneys. Early signs and symptoms of EG poisoning may resemble those of alcohol intoxication. Later, the victim may experience nausea, vomiting, weakness, abdominal and muscle pain, difficulty in breathing and decreased urine output. When EG was heated above the boiling point of water, vapors formed which reportedly caused unconsciousness, increased lymphocyte count, and a rapid, jerky movement of the eyes in persons chronically exposed. When EG was administered orally to pregnant rats and mice, there was an increase in fetal deaths and birth defects. Some of these effects occurred at doses that had no toxic effects on the mothers. We are not aware of

any reports that EG causes reproductive toxicity in human beings.

2-Ethylhexanoic acid (2-EXA) caused an increase in liver size and enzyme levels when repeatedly administered to rats via the diet. When administered to pregnant rats by gavage or in drinking water, 2-EXA caused teratogenicity (birth defects) and delayed postnatal development of the pups. Additionally, 2-EXA impaired female fertility in rats. Birth defects were seen in the offspring of mice who were administered sodium 2-ethylhexanoate via intraperitoneal injection during pregnancy.

SECTION 12 ECOLOGICAL INFORMATION

ECOTOXICITY

This material is not expected to be harmful to aquatic organisms.

The product has not been tested. The statement has been derived from products of a similar structure and composition.

MOBILITY

No data available.

PERSISTENCE AND DEGRADABILITY

This material is expected to be readily biodegradable. The biodegradability of this material is based on an evaluation of data for the components or a similar material.

The product has not been tested. The statement has been derived from the properties of the individual components.

POTENTIAL TO BIOACCUMULATE

Bioconcentration Factor: No data available.

Octanol/Water Partition Coefficient: No data available

SECTION 13 DISPOSAL CONSIDERATIONS

Use material for its intended purpose or recycle if possible. This material, if it must be discarded, may meet the criteria of a hazardous waste as defined by international, country, or local laws and regulations.

SECTION 14 TRANSPORT INFORMATION

The description shown may not apply to all shipping situations. Consult 49CFR, or appropriate Dangerous Goods Regulations, for additional description requirements (e.g., technical name) and mode-specific or quantity-specific shipping requirements.

DOT Shipping Description: PROPRIETARY ANTIFREEZE PREPARATION IN NON-BULK PACKAGING; NOT REGULATED FOR TRANSPORT UNDER 49 CFR

Additional Information: Bulk shipments containing a reportable quantity (RQ, 5000 pounds or more) of ethylene glycol in a single packaging are transported as hazardous material. The shipping description is: UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (ETHYLENE GLYCOL CONTAINS BITTERANT), 9, III, RQ (ETHYLENE GLYCOL)

IMO/IMDG Shipping Description: NOT REGULATED AS DANGEROUS GOODS FOR TRANSPORT UNDER THE IMDG CODE

ICAO/IATA Shipping Description: Anti-freeze Preparations, Proprietary; NOT REGULATED AS DANGEROUS GOODS FOR TRANSPORT UNDER ICAO

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC code:
Not applicable

SECTION 15 REGULATORY INFORMATION

EPCRA 311/312 CATEGORIES:	1. Immediate (Acute) Health Effects:	YES	
	2. Delayed (Chronic) Health Effects:	YES	
	3. Fire Hazard:		NO
	4. Sudden Release of Pressure Hazard:	NO	
	5. Reactivity Hazard:		NO

REGULATORY LISTS SEARCHED:

01-1=IARC Group 1	03=EPCRA 313
01-2A=IARC Group 2A	04=CA Proposition 65
01-2B=IARC Group 2B	05=MA RTK
02=NTP Carcinogen	06=NJ RTK
	07=PA RTK

The following components of this material are found on the regulatory lists indicated.
Ethylene Glycol 03, 05, 06, 07

CHEMICAL INVENTORIES:

All components comply with the following chemical inventory requirements: AICS (Australia), DSL (Canada), EINECS (European Union), ENCS (Japan), IECSC (China), KECI (Korea), PICCS (Philippines), TSCA (United States).

NEW JERSEY RTK CLASSIFICATION:

Under the New Jersey Right-to-Know Act L. 1983 Chapter 315 N.J.S.A. 34:5A-1 et. seq., the product is to be identified as follows: Refer to components listed in Section 3.

SECTION 16 OTHER INFORMATION

NFPA RATINGS: Health: 2 Flammability: 1 Reactivity: 0

HMIS RATINGS: Health: 2* Flammability: 1 Reactivity: 0
(0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE:- Personal Protection Equipment Index recommendation, *- Chronic Effect Indicator). These values are obtained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

LABEL RECOMMENDATION:

Label Category : ANTIFREEZE/COOLANT 13 - AFC13

REVISION STATEMENT: This revision updates the following sections of this Safety Data Sheet: 1-16
Revision Date: APRIL 29, 2015

ABBREVIATIONS THAT MAY HAVE BEEN USED IN THIS DOCUMENT:

TLV - Threshold Limit Value	TWA - Time Weighted Average
STEL - Short-term Exposure Limit	PEL - Permissible Exposure Limit
GHS - Globally Harmonized System	CAS - Chemical Abstract Service Number
ACGIH - American Conference of Governmental Industrial Hygienists	IMO/IMDG - International Maritime Dangerous Goods Code
API - American Petroleum Institute	SDS - Safety Data Sheet
HMIS - Hazardous Materials Information System	NFPA - National Fire Protection Association (USA)
DOT - Department of Transportation (USA)	NTP - National Toxicology Program (USA)
IARC - International Agency for Research on Cancer	OSHA - Occupational Safety and Health Administration
NCEL - New Chemical Exposure Limit	EPA - Environmental Protection Agency
SCBA - Self-Contained Breathing Apparatus	

Prepared according to the 29 CFR 1910.1200 (2012) by Chevron Energy Technology Company, 6001 Bollinger Canyon Road San Ramon, CA 94583.

The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.

**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 02/05
12/30/16PANTROPIC POWER INC
ATTN MARLENE FERNANDEZ
8205 NW 58TH ST
DORAL FL 33166-3406

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.

**Fuel/Pollutants License**

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 02/05
12/30/16License Number: 384901
FEIN Number: 59-2749643

Expiration Date: 12/31/2017

License Activity: Pollutants-Importer
CarrierPANTROPIC POWER INC
ATTN MARLENE FERNANDEZ
8205 NW 58TH ST
DORAL FL 33166-3406

Location:

License is Not Transferable – It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.

MIAMI-DADE



DATE: 07/15/2005
TIME: 14:06:43

TAX COLLECTION DIVISION
140 W. FLAGLER STREET
MIAMI, FLORIDA 33130
LIC YEAR: 2005 (06/15/05)

OCCUPATIONAL LICENSE
PUBLIC ACCOUNT INQUIRY

ACCOUNT : 559031-1

BUSINESS :

NAME: PAN TROPIC POWER INC

ADDR: 8205 NW 58 ST

ZIP: 33166 MUN: 30

CORPORATION (MAILING) :

NAME: PAN TROPIC POWER INC

ADDR: 8205 NW 58 ST

ZIP: 33166

OTHER INFORMATION :

PF-FOLIO: 00 000000

RE-FOLIO: 30 3015 001 0390

* * * * *

LICENSE DESCRIPTION

X 169575-9 RETAIL STORE

COMM-DATE: 00/0000
DELETE-ST:

SUITE:

C/O:

CITY: MIAMI

STATE: FL

ENTRY-DATE: 06/30/2005
ENTRY-TYPE: T

* * * * * AMOUNT-DUE D/R PD LEGAL
25.00 0 PG

F1=MENU CLEAR=PREV SCR F4=MORE LIC ENTER=LICENSE

IMPORTANT: THE INFORMATION HEREIN DOES NOT NECESSARILY CONTAIN ALL PERTINENT FACTS WITH REGARDS TO
REAL ESTATE CLOSINGS AND OTHER SIMILAR ACTIVITIES.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE, FL 32399-0783

(850) 487-1395

MOWERY, WILLIAM LEE
SOUTH FLORIDA UTILITIES INC
640 SE 10TH STREET
POMPANO BEACH FL 33060

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

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

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



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER	
EC13002340	

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MOWERY, WILLIAM LEE
SOUTH FLORIDA UTILITIES INC
736 NW 8TH AVENUE
FORT LAUDERDALE FL 33311



ISSUED: 06/15/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606150001667



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

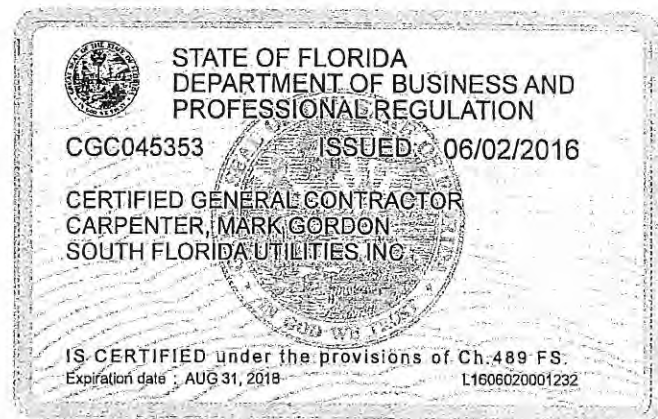
(850) 487-1395

CARPENTER, MARK GORDON
SOUTH FLORIDA UTILITIES INC
736 NW 8TH AVE
FORT LAUDERDALE FL 33311

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

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

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



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC045353

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

CARPENTER, MARK GORDON
SOUTH FLORIDA UTILITIES INC
736 NW 8TH AVE
FORT LAUDERDALE FL 33311



ISSUED: 06/02/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606020001232

Pantropic Power, Inc.
ONE SOURCE – ONE CALL – ONE SOLUTION™

www.pantropic.com

To Whom It May Concern:

Pantropic Power has been serving South Florida's engine needs for over 65 years. We currently have 210 experienced and friendly employees operating eight (8) locations.

Pantropic Power's corporate headquarters are located at 8205 NW 58th Street in Miami, Florida, with stores throughout South Florida at Miami River, Marathon, Fort Lauderdale, West Palm Beach, Stuart, Fort Myers and Naples. Our corporate web site address is www.pantropic.com.

Pantropic Power is the Authorized Caterpillar Power Systems Dealer for Southern Florida. We carry a complete line of Cat Electrical Power Generation Systems, Industrial, Agricultural and Pumping Systems, Turnkey Rental Electrical Power and Air Conditioning Systems. As well as ZF & Twin Disk Marine Gears, Kilopak Marine Generators, Goulds, Cornell, Simflo and PumpMax Pumps, AP and Twin Disk Clutches, Lincoln Electric Motors and Custom Packaged Systems.

Pantropic Power offers full service product support like, the only closed pump test loop in South Florida, transmission and gear service, engine rebuild services, resistive and reactive load banks, engine and truck full-chassis dynamometers, preventive maintenance, customer service agreements and oil sample analysis.

Pantropic Power's Parts Department has over \$3 Million in inventory and 98% parts availability within 24 hours, on all Genuine Caterpillar Parts. We also have the support of a Caterpillar Parts Depot, located in Miami, with an in-stock fill ratio of over 87%.

Pantropic Power's Service Departments offer 24 hour, 7 days a week emergency service. We have a fleet of service vehicles and over 150 trained technicians, mostly bilingual, and full in-house service capabilities.

Miami
8205 NW 58 Street
Miami, FL 33186
305.582.4944 tel
305.477.1943 fax

Fort Lauderdale
2501 State Road 84
Ft. Lauderdale, FL 33312
954.797.7972 tel
954.791.7719 fax

West Palm Beach
5460 Okeechobee Boulevard
West Palm Beach, FL 33417
561.640.0818 tel
561.640.7894 fax

Stuart
272 N. Flagler Avenue
Stuart, FL 34994
772.692.3442 tel
772.692.9757 fax

Fort Myers
2471 Rockfill Road
Fort Myers, FL 33916
239.337.4222 tel
239.337.4211 fax



**Florida Department of
Environmental Protection**

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

March 21, 2016

Yohana Rivero
Pan Tropic Power
8205 NW 58th St
Miami, FL 33166

BE IT KNOWN THAT

Pan Tropic Power
8205 NW 58th St
Doral, FL 33166- 3406

IS HEREBY REGISTERED AS A USED OIL

Transporter, Marketer, Filter Transporter

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)

For regulatory guidance, go to:

http://www.dep.state.fl.us/waste/categories/used_oil/default.htm

The Department of Environmental Protection hereby issues

Registration Number **FLD982091787** on March 21, 2016

Transporter Type: **FH**

This registration will expire on 6/30/2017

This certificate documents receipt of your annual registration and annual report. It shall be displayed in a prominent place at your facility. This certificate and your cancelled check are your receipts.

A handwritten signature in cursive script that reads "Janet K. Ashwood".

**Janet Ashwood
Engineer Specialist III
Hazardous Waste Regulation Permitting**

702 - DRUG AND ALCOHOL USE

It is the expressed intent of Pantropic Power to assist employees in remedying any medical problems related to the use of any drug, medication or alcohol, which may adversely affect satisfactory performance. Our medical plan provides for such assistance to our employees and their insured family members, through hospitals, treatment programs, Alcoholics Anonymous, Narcotics Anonymous, and other providers devoted to the rehabilitation of substance abusers.

To maintain a workplace free from illegal drugs and unauthorized alcohol consumption, employees on company property will be subject to questions and a search at any time, when reasonable suspicion exists of the unlawful manufacture, distribution, possession or use of a controlled substance on company property, or while conducting company business off company property. Employee lockers, desks, vehicles, handbags, briefcases, lunchboxes and other possessions may be subject to search. An employee who appears impaired while on the job may be asked to submit to a blood test or a urinalysis. Random drug tests will be conducted during the year.

We will post a notice in conspicuous places informing employees of this policy. This policy will state:

Pantropic Power reserves the right to question and search employees on its property at any time, when reasonable suspicion exists of the unlawful manufacture, distribution, possession or use of a controlled substance while on company property. Employee's vehicles, lockers, packages, handbags, briefcases, lunchboxes and other possessions may also be subject to a search. An employee who appears impaired may be asked to submit to a blood test or urinalysis.

Your cooperation in these procedures is a condition of your initial employment and continued employment.

Since this Drug Free Workplace program will benefit all concerned, we expect and appreciate your full cooperation.

Related Policy

- a. Pantropic Power requires its employees to report to work and perform their duties without any adverse effects due to the use or abuse of any drug, medication or alcohol.
- b. The use of intoxicants or drugs, or engaging in any illegal activity on company grounds is considered grounds for termination.
- c. Chemically dependent employees who voluntarily enroll in substance cessation programs will receive the same health and leave benefits available to others. Chemically dependent employees will be treated exactly the same as any other employee with any other health issue. After all, chemical dependency is considered a bona fide and debilitating medical problem. However, these employees are still subject to progressive counseling and discipline up to and including termination when they become unavailable for work due to absences resulting from substance abuse, become unavailable for work due to extended treatment programs not covered under FMLA, or when employment problems emerge caused by untreated substance abuse, or when unsatisfactory performance occurs, which may or may not be related to their present or former substance abuse issues but happen to coincide.

d. Employees who arrive at work and are considered by their supervisors to be unfit for duty due to substance abuse while at work or at a business function, can expect one or more of the following events to occur:

1. Have their performance/behavior witnessed and documented.
2. Be questioned in private as to the nature of their problem.
3. Be asked to undergo an evaluation.
4. Be disciplined for insubordination if any of the evaluation is refused.
5. Be prohibited from returning to the work site until proven to be fit for duty.
6. Be drug/alcohol tested where reasonable suspicion exists.
7. Be terminated for being under the influence of controlled substances or alcohol.

Employees who unlawfully possess, use, distribute or convert habit-forming drugs for their own use or benefit will be terminated.