

## **RESOLUTION NO. 22-10-119**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 22-11 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR TO COMPLETE THE EMERGENCY BACKUP POWER PROJECT FOR ISLAMORADA FIRE STATIONS; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village"), is statutorily charged with fire prevention and emergency management duties including planning, preparedness, response, recovery and mitigation for man-made and natural disasters; and

**WHEREAS**, the Village has three Fire Stations – Station 19 is located at 74070 Overseas Highway; Station 20 is located at 81850 Overseas Highway; and Station 21 is located at 86800 Overseas Highway; and

**WHEREAS**, the three Village Fire Stations are in need of critical emergency electrical back-up power and Fire Station 21 is in need of a larger fuel storage tank to allow for continuity of service and emergency operations for the community; and

**WHEREAS**, the Village was awarded grant funding from the Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP") administered by the Florida Department of Emergency Management ("FDEM") for a project to provide emergency backup power for the three Village Fire Stations and a replacement fuel tank for Fire Station 21; and

**WHEREAS**, design and engineering for the Project has been completed, and on

September 9, 2022, the Village issued Request for Proposals ("RFP") 22-11 to solicit proposals from qualified contractors for the purchase and installation of manual transfer switches to work in conjunction with emergency generator systems for three Islamorada Fire Stations and for the purchase and installation of a 2,000-gallon fuel tank at Fire Station 21 (the "Project"); and

**WHEREAS**, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a professional to complete the Project; and

**WHEREAS**, the Committee reviewed the proposals received using the selection criteria detailed in RFP 22-11 and recommends selection of the highest-ranked proposal, Zabatt Engine Services, for the requested services for an amount not to Six Hundred Ninety-Two Thousand Two Hundred Ninety-One and 50/100 Dollars (\$692,291.50); and

**WHEREAS**, the Village shall submit a request to FDEM to increase the grant award based on the total cost for the Project; and

**WHEREAS**, the request for the increase in FEMA HMGP funding may not be approved by FEMA, thereby increasing the Village's share of the Project costs to \$374,291.50; and

**WHEREAS**, the Village Council acknowledges the expenditure obligation and finds that selection of Zabatt Power Systems and approval of an Agreement with Zabatt Engine Services to complete the Project is in the best interest of the Village and its residents.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

**Section 2.**     **Approval of Selection.** The Village Council hereby approves the selection of Zabatt Power Systems to complete the Project.

**Section 3.**     **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to negotiate an agreement with Zabatt Engine Services, substantially in the form attached hereto as Exhibit "1", for completion of the Project.

**Section 4.**     **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Zabatt Power Systems on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

**Section 5.**     **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the services.

**Section 6.**     **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Councilman Webb, seconded by Councilman Pinder.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS**

Mayor Pete Bacheler

yes

Vice Mayor Henry Rosenthal

yes

Councilman Mark Gregg

yes

Councilman Buddy Pinder

yes

Councilman David Webb

yes

**PASSED AND ADOPTED THIS 25th DAY OF OCTOBER, 2022.**



PETE BACHELER, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF  
ISLAMORADA, VILLAGE OF ISLANDS:



JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



## **AGREEMENT**

THIS IS AN AGREEMENT dated the 3rd day of November, 2022,

between:

ISLAMORADA, VILLAGE OF ISLANDS  
a Florida municipal corporation, hereinafter "VILLAGE,"

and

Zabatt Engine Services, Inc.  
a Florida Profit Corporation, authorized to do business in the State of Florida, hereinafter  
"CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

### ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE is in need of an independent experienced contractor to provide the services needed for the installation of manual transfer switches into three fire stations, purchase and set up trailer-mounted emergency generators, with quick-connect couplings and lugs that shall allow the connection of the trailer-mounted generators and to purchase and install a 2,000-gallon fuel tank at Station 21 as per the plans, specifications, permits and scope of services (the "Services"), as expressed in Request for Proposals 22-11 (the "RFP").

1.2 On September 9, 2022, the VILLAGE issued the RFP.

1.3 On October 17, 2022, the VILLAGE received a proposal from CONTRACTOR for the services to complete the "Services".

1.4 The evaluation committee ranked the responsive proposals in accordance with the RFP and determined that CONTRACTOR was the highest ranked, responsive and responsible proposer for the Services.

1.5 On October 25, 2022, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 22-~~10~~-119 awarding the RFP to CONTRACTOR and authorizing the VILLAGE to negotiate and execute an Agreement with CONTRACTOR for the Services.

1.6 VILLAGE and CONTRACTOR desire to enter into an Agreement for the provision of the Services responsive to the RFP as set forth herein.

## ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work described in the Proposal submitted by the CONTRACTOR, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A" and further set forth in this Article.

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or services under this Agreement shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

## ARTICLE 3 TIME FOR COMPLETION

3.1 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a project timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A" to this Agreement.

3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

3.3 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Services and Village would suffer financial loss if the Services are not completed within the time specified in the timetable for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timetable as approved by the VILLAGE as provided in the Contract Documents specified in Article 12 hereof. VILLAGE and CONTRACTOR also recognize the expense

and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Services are not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to .06 percent (.06%) per day of total Contract Price for each calendar day within the first fifteen (15) days after the final completion date set forth in the timetable where the CONTRACTOR fails to reach final completion in accordance with the Contract Documents. For each calendar day after the first fifteen days following the final completion date provided in the timetable where the CONTRACTOR fails to reach final completion in accordance with the Contract Documents, the VILLAGE shall be entitled to the dollar amount equal to .1 percent (.1%) per day of total Contract Price until the Contractor achieves final completion. Contractor further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

#### ARTICLE 4 CONTRACT PRICE, GUARANTEES AND WARRANTIES

4.1 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **Six Hundred Ninety-Two Thousand Two Hundred Ninety-One and 50/100 Dollars (\$692,291.50).**

4.2 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A," in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

4.3 The CONTRACTOR shall guarantee all portions of the Project as described in the Proposal attached hereto as Exhibit "A" against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

4.4 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

4.5 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

4.6 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and subcontractors, suppliers and labors.

#### ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- a) Workers' Compensation Insurance – as required by law;
- b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage;
- d) Pollution Liability - \$1,000,000 per Occurrence, \$2,000,000 Aggregate.  
Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed



operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

5.6 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR'S negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

5.7 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

## ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE'S property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

## ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from the VILLAGE in connection with this Agreement except with respect to payment for Services rendered with respect to this Agreement.

7.2 The CONTRACTOR agrees to indemnify, defend, and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR'S negligent acts, errors, or omissions with respect to this Agreement.

7.3 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

7.4 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

## ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this

Agreement and not the VILLAGE'S employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR'S activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

#### ARTICLE 9 NONDISCRIMINATION

9.1 During the term of this Agreement, the CONTRACTOR shall not discriminate against any of its employees or applicants for employment because of their race, color, sex, religion, disability, national origin, ancestry, sexual orientation, familial status, age, genetics or any other protected characteristic as established by local, state or federal law.

#### ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME  
PROJECT DESCRIPTION  
ESTIMATED PROJECT COST  
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT  
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

#### ARTICLE 11 TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for Services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports

prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

## ARTICLE 12 CONTRACT DOCUMENTS

12.1 CONTRACTOR and VILLAGE hereby agree that the following Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR'S Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; and all other exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

## ARTICLE 13 MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

13.4 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;

- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 86800 Overseas Highway, Islamorada, FL 33036.**

13.5 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of the VILLAGE.

13.6 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, Florida 33036

Copy To: Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway

Islamorada, Florida 33036

CONTRACTOR: Sandra Sabatier  
Officer/Secretary  
Zabatt Engine Services, Inc.  
4612 Highway Ave.  
Jacksonville, FL 32254

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

13.9 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.10 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.11 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.12 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

13.13 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

13.14 Extent of Agreement. This Agreement together with Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

13.17 E-Verify. The Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

#### ARTICLE 14

##### CONTRACT PROVISIONS AND REQUIRED FORMS FOR SUBMITTAL

13.1 The Services provided under this Agreement are expected to be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Agreement.

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages were made part of the RFP for the Services and are made a part of this Agreement. The CONTRACTOR submitted the three documents noted as requiring signature and submittal with the proposal found at Exhibit "A".

##### **Contract Provisions**

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
4. DAVIS BACON ACT
5. COPELAND ANTI-KICKBACK ACT
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. DEBARMENT AND SUSPENSION – *Signed document required*
10. BYRD ANTI-LOBBYING AMENDMENT – *Signed document required*
11. PROCUREMENT OF RECOVERED MATERIALS
12. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
13. RETENTION OF RECORDS

##### **Additional Contract Terms for Federal and FEMA-funded Projects – Combined into one document – *Signed document required***

ACCESS TO RECORDS  
CHANGES/MODIFICATIONS  
NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS  
COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS  
NOT OBLIGATION BY THE FEDERAL GOVERNMENT  
PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

## **1. REMEDIES FOR BREACH**

In addition to all other remedies included in this FEMA Appendix, Contractor shall, at a minimum, be liable to the Village for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

## **2. TERMINATION FOR CAUSE AND CONVENIENCE**

Any Agreement resulting from a procurement activity by Islamorada, Village of Islands (the "VILLAGE") may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.



### **3. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION**

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, Executive Order 11375 of October 13, 1967, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. DAVIS BACON ACT**

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

## **5. COPELAND ANTI-KICKBACK ACT**

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

## **6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) *Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) *Withholding for unpaid wages and liquidated damages.*** Islamorada, Village of Islands shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) *Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## **8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

### **Clean Air Act**

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

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

### **Federal Water Pollution Control Act**

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

## 9. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

Sandra M. Sabatier

Name and Title of Authorized Certifying Official

10/7/2022

Date



#### **10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Authorized Certifying Official

Sandra M. Sabatier  
Name and Title of Authorized Certifying Official

10/7/2022  
Date

## **11. PROCUREMENT OF RECOVERED MATERIALS**

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## **12. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

In accordance with 2 C.F.R. §200.321, the Consultant/Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Consultant/Contractor must take; the requirements do not preclude the Consultant/Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

### **13. RETENTION OF RECORDS**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
  - (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.
  - (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

### **ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA-FUNDED PROJECTS**

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

**A. Access to Records:**

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the Federal Awarding Agency, Inspectors General, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the Federal Awarding Agency, the FEMA Administrator or Their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency, Inspectors General, the FEMA Administrator or the Comptroller General of the United States.

**B. Changes to the Contract:**

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

- D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that Federal Funding and/or FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

- E. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.



- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official

Sandra M. Sabatier - Secretary  
Name and Title of Contractor's Authorized Official

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its President, duly authorized officer to execute same.

**VILLAGE**

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: \_\_\_\_\_

Ted Yates, Village Manager

AUTHENTICATION:

\_\_\_\_\_  
Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS, FLORIDA, ONLY

\_\_\_\_\_  
John J. Quick, Interim Village Attorney



CONTRACTOR

WITNESSES:

Kimberly Ann  
Donna Rose

By: J. Michael Sabatier

Print Name: J. Michael Sabatier

Title: President

Date: 10/31/2022

ATTEST:

Amanda J. [Signature]  
SECRETARY

STATE OF FLORIDA )  
COUNTY OF Duval )

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 31 day of October, 2022 (year) by Michael Sabatier (name of person making the statement) as President (title) of Zabatt Engine Services (company name), who ☒ is personally known to me or ☐ has provided Florida Driver's License as identification.

Tiffany Fox  
NOTARY PUBLIC

My Commission Expires: 2/16/2023



TIFFANY M. FOX  
Commission # GG 292185  
Expires February 6, 2023  
Bonded Thru Budget Notary Services

See attached document for Exhibit "A"



Zabatt Power Systems  
4612 Highway Avenue  
Jacksonville, FL 32254  
PH: 904 384 4505  
[www.zabatt.com](http://www.zabatt.com)  
CBC1257077  
EC13007198

Jacksonville

Orlando

Tampa

Miami

10.7.2022

RE: RFP 22-11, Emergency Backup Power for Islamorada Fire Stations

The Purpose of this document is to comply with page 5, VIII. Eligibility Criteria

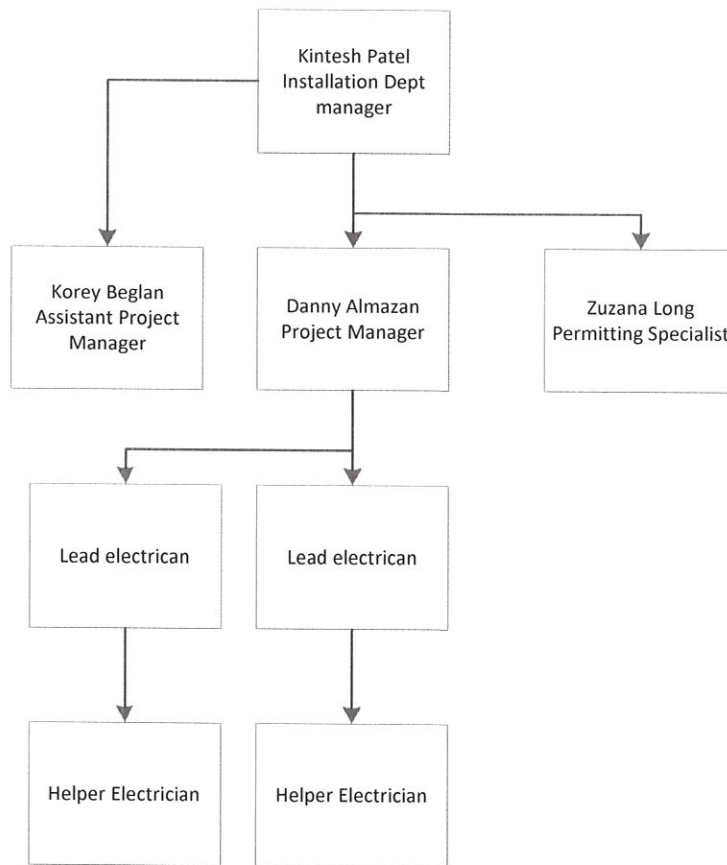
Zabatt Power Systems has been proudly serving Florida since 1977. Founded by Jose Sabatier, who immigrated to Florida from Cuba, Zabatt started as an engine rebuilding shop, and expanded to power generation in the mid-1990s. Today, Zabatt has over 150 employees and services over 8,000 generators annually throughout the southeast. Zabatt has offices in Jacksonville, Orlando, Tampa and Pembroke Pines, with technicians and electricians throughout the state. We are a licensed building, electrical and fuel piping contractor, utilizing our full time installation team for turn-key, design build and bid projects, focusing primarily on standby power applications. Zabatt has completed thousands of generator installations, and some of our biggest customers include T-Mobile, Jacksonville Fire Dept, Verizon, Publix, FDOT, FDOC, and JEA.

Zabatt believes we are the right partner for this project. Zabatt has completed many similar projects, and can provide references to support our quality work. We have never defaulted on a contract or been charged liquidated damages. Our project team model assigns a designated project manager (Danny Almazan, 15 years of experience), and field crew (2-4 electricians, licensed journeyman lead and helper pairs) to your project to ensure a consistent point of contact for our customer. Our electricians are based in the South Miami area. Our Installation Dept Manager, Kintesh Patel, completed the site visit and will also support the project. Kintesh has over 20 years experience and carries a certified electrical contractor license. Permitting is also handled in-house with a designated permitting support specialist. (Org chart attached).

Zabatt has completed a site visit, asked questions, and reviewed the provided specifications and drawings for this project. Zabatt understands the scope of work, and is an authorized dealer for the manual transfer switches and mobile generators, meaning we can also perform the equipment commissioning, and required FDEP testing for the stand-alone fuel tank. Our bid will remain valid for 90 days as required in VIII.1. Zabatt provides a one (1) year warranty on materials and workmanship, separate from the manufacturer's equipment warranties.

The current lead time for the switches and docking stations is 36-38 weeks. The current lead tie for the generators is 36-38 weeks. The current lead time for the fuel tank is 20-24 weeks. All site work will be completed within 6-8 weeks of equipment availability. Permitting will take place concurrently with manufacturing time. This brings the project schedule to 42-44 weeks from release to completion.

Organization chart for RFP 22-11, Emergency Backup Power for Islamorada Fire Stations



Thank you,

Sandra Sabatier  
Officer, Secretary  
Zabatt Power Systems



**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Authorized Certifying Official

Sandra M. Sabatier  
Name and Title of Authorized Certifying Official

10/7/2022  
Date

## 9. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

Sandra M. Sabatier

Name and Title of Authorized Certifying Official

10/7/2022

Date

4612 Highway Avenue  
Jacksonville, Florida 32254

October 7, 2022

Tel: 904 384 4505  
Fax: 904 384 9915  
www.zabatt.com

#### REFERENCES:

1. **JEA** – William Breadon – 904-665-4285 – [breaawa@jea.com](mailto:breaawa@jea.com)  
**Description:** Supply and install various diesel generators with UL2085 sub-base tanks and ASCO NEMA 4x transfer switches.  
**Contract Price:** \$6,900,000.00
2. **T-Mobile** – Anthony Grat – 813-243-3206 – [Anthony.grat@t-mobile.com](mailto:Anthony.grat@t-mobile.com)  
**Description:** Install various size generators and transfer switches at various T-Mobile cell towers sites.  
**Contract Price:** \$5,000,000.00
3. **Seminole County** – Mike Boggs – 407-665-2110 – [mboggs@seminolecountyfl.gov](mailto:mboggs@seminolecountyfl.gov)  
**Description:** Supply and install 26 generator and ATS's for 26 lift stations  
**Contract Price:** \$1,501,587.00
4. **City of Jacksonville** – Gene Klingbeil – 904-630-5210 – [GeneK@coj.net](mailto:GeneK@coj.net)  
**Description:** Supply and install 100kW's and automatic transfer switch at 21 sites  
**Contract Price:** \$1,257,967.00
5. **City of Lauderhill** – Herb Johnson – 954-730-4207 – [hjohnson@lauderhill-fl.gov](mailto:hjohnson@lauderhill-fl.gov)  
**Description:** Supply and install generators at lift stations 9, 17, 18 & 21  
**Contract Price:** \$591,028.00
6. **City of Minneola** – Fred Miller – 352-394-3598 – [fmiller@minneola.us](mailto:fmiller@minneola.us)  
**Description:** Supply and install 400kW generator and two 800 amp transfer switches  
**Contract Price:** \$412,744.00
7. **FDOT** – Leonard J. Robinson – 407-264-3331 – [Leonard.Robinson@dor.state.fl.us](mailto:Leonard.Robinson@dor.state.fl.us)  
**Description:** Supply and install generators and transfer switches at various locations along the Florida Turnpike System for the North Region  
**Contract Price:** \$194,565.00
8. **Kroger** – Bruce Immel – 407-708-5267 – [bruce.immel@krogerhealth.com](mailto:bruce.immel@krogerhealth.com)
  - a. **Description:** Supply and install 25kW generator with 100 amp ATS.
  - b. **Contract Price:** \$78,531.00



## Zabatt Power Systems - REFERENCE LIST

Project description: Install various size generators and transfer switches at various T-Mobile cell tower sites / service contract to maintain their cell tower sites  
Project name & location: T-Mobile Cell Towers; various locations throughout the state of FL  
Project Owner: T-Mobile  
Contact: Tony Grat @ 6902 Cypress Park Drive, Tampa, FL 33634  
Contact info: Phone: 813-243-3206  
Fax: 813-348-5726  
Email: Anthony.grat@t-mobile.com  
Date: From: Late 90's To: On-going  
Contract Price: On-Going

Project description: Supply & Install various diesel generators w/ UL2085 sub-base tanks & ASCO NEMA 4X transfer switches  
Project name and location: Duval, Nassau, Clay, & St. Johns County  
Project owner: JEA (Jacksonville Electric Authority)  
Contact: William Breadon  
Contact info: Phone: 904-545-7810  
Email: breawa@jea.com  
Date: From: January 2017 To: August 2019  
Contract Price: \$ 6,900,000 (current contract)

Project description: Supply a 50kW diesel generator w/ 500gal sub-base tank & 800A Automatic Transfer Switch  
Project name and location: OCPS Elementary School SW-4, 9131 Taborfield Ave, Orlando, FL 32836  
Project owner: Orange County Public Schools  
Contact: Jim Isaacs w/ Sun Kraft Electrical Contractors, Inc  
Contact info: Phone: (321) 632-7169  
Fax: (321) 632-7200; Email: jim@sunkraft.us  
Date: From: March 2019 To: May 2019  
Contract Price: \$ 38,772

Continue .....



Project description: Supply & install 200kW Natural Gas generator and 800A service rated automatic transfer switch  
Project name and location: Town of Belleair, 901 Ponce De Leon Blvd, Belleair, FL 33756  
Project owner: Town of Belleair  
Contact: Stefan Massol  
Contact info: Phone: (727) 588-3769 ext. 238  
Fax: (727) 588-3767; Email: smassol@townofbelleair.net  
Date: From: January 2019 To: May 2019  
Contract Price: \$ 143,943

Project description: Supply 150kW diesel generator w/ 510gal sub-base tank & 400A automatic transfer switch  
Project name and location: Wakulla County Fire & EMS Facility, 338 Trice Lane, Crawfordville, FL 32327  
Project owner: Wakulla County  
Contact: Donnie Wallace w/ Metro Electric  
Contact info: Phone: (850) 222-2804  
Email: donnie@metroelectricalservices.com  
Date: From: October 2018 To: February 2019  
Contract Price: \$ 54,384

Project description: Supply & install 130kW diesel generator w/ 930gal sub-base tank & 200A transfer switch  
Project name and location: Fleet Landing – Leeward Manor ALF, 1 Fleet Landing Blvd, Atlantic Beach, FL 32233  
Project owner: United Electric Company of Jacksonville  
Contact: Douglas W. Derosie  
Contact info: Phone: (904) 731-4210  
Fax: (904) 731-5311; Email: doug@unitedelectricjax.com  
Date: From: May 2018 To: September 2018  
Contract Price: \$ 49,841

Project description: Provide & install 100kW and 150kW generators  
Project name and location: Tampa Fleet Mgmt, City of Tampa, 2700 Maritime Blvd Tampa, FL 33605  
Project owner: City of Tampa  
Contact: Kevin Schelb  
Contact info: Phone: (813) 247-3451, Ext-55213  
Fax: (813) 242-5312; Email: Kevin.Schelb@tampagov.net  
Date: From: May 2018 To: July 2018  
Contract Price: \$ 350,000

Continue .....

Project description: Provide & install 500kW generator, ATS, stairs, concrete work  
Project name and location: River Garden, 11401 Old St. Augustine Rd, Jacksonville, FL 32258  
Project owner: River Garden Hebrew Home  
Contact: Micah Barth  
Contact info: Phone: (904) 255-4333  
Fax: (904) 260-9733; Email: mbarth@rivergarden.org  
Date: From: December 2017 To: June 2018  
Contract Price: \$ 201,000

Project description: Supplied a 200kw diesel generator w/ HVHZ enclosure & 800A automatic transfer switch  
Project name and location: Lakeview Terrace, 110 Lodge Terrace Drive, Altoone, FL 32702  
Project owner: Lakeview Terrace Rehabilitation and Healthcare Center  
Contact: Mike Smith  
Contact info: Phone: (386) 385-3917  
Email: msmith@eelectricalonf.com  
Date: From: August 2018 To: December 2018  
Contract Price: \$ 86,003

Project description: Provide & install 100kW gas generator and ATS  
Project name and location: Fire Station #5, 4000 Germantown Town, Delray Beach, FL 33445  
Project owner: City of Delray Beach  
Contact: Bob Diaz  
Contact info: Phone: 561-243-7060;  
Fax: (561) 243-7060; Email: [Diazj@mydelraybeach.com](mailto:Diazj@mydelraybeach.com)  
Date: From: December 2016 To: March 2017  
Contract Price: \$ 114,479

Project description: Provide and install 300kw generator & 600A ATS w/ 1800gal sub-base diesel tank  
Project name and location: Montgomery Correctional, 4727 Lannie Rd. Jacksonville, FL 32218  
Project owner: City of Jacksonville  
Contact: Robert Upson  
Contact info: Phone: 904-630-5415;  
Fax: (904) 630-5415; Email: rupson@coj.net  
Date: From: September 2017 To: December 2017  
Contract Price: \$ 180,790

Continue .....

Project description: Supply & Install a 300kw generator w/ 1600A ATS switch

Project name and location: NeuLife Neurological Service, Mt. Dora FL

Project owner: NeuLife Rehab

Contact: Shane Martin

Contact info: Phone: 352-638-2584

Email: [shanemartin@neuliferehab.com](mailto:shanemartin@neuliferehab.com)

Date: From: October 2016 To: February 2017

Contract Price: \$ 155,000



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#### PROJECT INFORMATION

Customer	Village of Islamorada	Date	10/13/22	Quote #	S092587
Project Name	Village of Islamorada, FS 19, RFP 22-10			Revision	

#### WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR PROJECT

**Quantity 1 - HiPower industrial 9.0L diesel generator, consisting of the following features & accessories:**

**Fuel System - Diesel**

HiPower Model: HRJW-325 T4F

**3 Position Voltage Selector Switch:**

- 120/240V, 1phase, 185kW
- 120/208V, 3phase, 260kW prime
- 277/480V, 3phase, 260kW prime

**Standard Sound Attenuated Weather Enclosure - Steel**

- Powder Coated
- exceeds 1000hr salt spray
- Avg 74dBA @ full load - 23ft

**Mobile unit w/ trailer**

- Dual Axle
- DOT approved
- Electric Brakes
- Rear stabilizer jacks
- Tool Box

**Main line circuit breaker (w/ std factory lugs)**

Battery, battery rack & cables

10A Battery charger

Battery Heater

**449gal sub-base tank (approx 22hrs full load run time)**

Jacket water heater

Oil and antifreeze

EPA Certified Tier IV Final Compliant

**Quantity 1 - Manual Transfer Switch:**

ASCO Model: 3MTQ series

230A Rating

240 Volt, 1 Phase, 2 Pole

Auxiliary contact sets to indicate switch position (170EP1)

Thermostatically controlled strip heater

NEMA 3R Enclosure

#### INSTALLATION - SCOPE OF WORK (LICENSE # EC-13007198)

- Supply and install new MTS per RFP 22-11.

**All work to be completed during normal business hours: Monday – Friday 8am – 5pm**

\*Any alterations or deviations from the above specifications involving extra costs will be executed only upon written order, and will become an





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#### PROJECT INFORMATION

Customer	Village of Islamorada	Date	10/13/22	Quote #	S092587
Project Name	Village of Islamorada, FS 19, RFP 22-10			Revision	

#### EXCLUSIONS

- Engineering or utility company fees. Anything outside scope of work. Surveys not included and may be required by municipality for permitting.

#### MISCELLANEOUS

On-Site Start Up and Testing  
4 Hour Resistive Load Bank Test (Performed Onsite)

#### WARRANTY

Generator: Standard 2 Year / 3500 hrs Warranty (from date of performing start up)  
ATS: Standard 2 Year Limited Warranty (from date of shipment from factory)

#### THE FOLLOWING IS NOT INCLUDED

Service & Maintenance Agreement

#### PRICE

**\$214,430.49**

**36 - 38**

**Plus Applicable Sales Tax**

**Week Estimated Ship Date (subject to change)**

**Customers are responsible for paying sales and use tax on goods shipped outside of the State of Florida.**

*Zabatt, Inc. is a State of Florida Certified Minority owned business.*

*Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.*

#### CHANGES, CANCELLATIONS & RETURNS

Any order or contract may be cancelled by the customer only upon the payment of reasonable charges and expenses incurred by Zabatt on or before the date of receipt by Zabatt of said notice of cancellation. Such reasonable charges and expenses may include, but are not limited to, any cancellation charges incurred by Zabatt for the cancellation and/or any liabilities for orders or commitments for materials or services previously ordered by Zabatt in connection with the cancelled customer order or contract. No material or product may be cancelled or returned for credit without first obtaining the written approval of, and at the sole discretion of, Zabatt. All shipping costs on returned material must be pre-paid by the customer. Accepted returns are subject to the charges, terms and requirements notified in writing to the buyer (which may include, with no limitations or exceptions, a 15% restocking fee).

#### Delivery, Shipments, and Claims (to include Warranty)

All charges for work performed during the warranty period are the responsibility of the customer until approved by the appropriate warranty authority. Warranties are subject to the manufacturer's guidelines. Even those warranty claims which are approved may not include 100% of the repairs or parts; the customer is responsible for charges excluded from warranty. Contingency payment arrangements must be made prior to any warranty work being performed. Batteries, oil, coolant, filters and adjustments are not covered as part of warranty repairs and will be billed to the customer at appropriate rates.



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#### PROJECT INFORMATION

Customer	Village of Islamorada	Date	10/13/22	Quote #	S092587
Project Name	Village of Islamorada, FS 19, RFP 22-10			Revision	

#### Price and Minimum Billing

Price shall be in accordance with rates currently in effect at the time the quote is received and shall expire on the date described in said quote. All quotes for services, parts, equipment, and labor will be issued in writing and have a system generated quote number. Verbal quotes are not valid and should not be accepted. A signed copy of the quote must on file before any work can be performed. Signature on said quote shall serve as the customer's acceptance Zabatt's billing guidelines and rates. Labor prices on quotes are good for a period of (30) thirty days from the date of issue unless otherwise specified. Parts and equipment prices are subject to change and billed at the current price at the time of purchase unless otherwise specified. All regular service calls and emergency calls within normal hours will be billed for a minimum of one hour of labor and ten miles of travel. All emergency after-hour calls will be billed for a minimum of four hours labor and ten miles of travel.

#### Credit and Payment Terms

Commercial customers who have not established a credit account with Zabatt must make payment arrangements before goods are delivered or a technician is dispatched. No credit terms will be extended to end-users. We cannot accept payment on site but must have a signed credit card authorization on file in order to perform any service work on new accounts. No work will be performed for, or product delivered to, customers who are on credit hold. This hold includes any emergency repairs and warranty work that may be required. Account must be paid in full or alternate means of payment must be coordinated and approved before work is performed or product is delivered. Service Rate Definitions and Conditions are available as a separate document

#### Agreement

This agreement consists of, and is limited to, a qualified technician performing scheduled maintenance in accordance with the manufacturer's recommendations. Zabatt, Inc will not be held liable for damages to the equipment or property as a result of equipment failure caused by any of, but not limited to, the following circumstances: improper or unauthorized operation; normal wear and tear or damage due to overloading; vandalism, theft or acts of a third party; acts of nature; failure to perform services due to hazardous conditions and other causes beyond the control of Zabatt Inc.

**Signature and acceptance of the quotation constitutes agreement to comply with Zabatt's terms and conditions as attached.**

\_\_\_\_\_  
Signature of Owner or Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Zabatt Representative

\_\_\_\_\_  
Date

**Tom Tietje**  
**(786) 390-7855**  
**Tom.Tietje@zabatt.com**





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Customer	Village of Islamorada	Date	10/13/22	Quote #	S092588
Project Name	Village of Islamorada, FS 20, RFP 22-10			Revision	

**WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR PROJECT**

**Quantity 1 - HiPower industrial 9.0L diesel generator, consisting of the following features & accessories:**

**Fuel System - Diesel**

HiPower Model: HRJW-325 T4F

**3 Position Voltage Selector Switch:**

- 120/240V, 1phase, 185kW
- 120/208V, 3phase, 260kW prime
- 277/480V, 3phase, 260kW prime

**Standard Sound Attenuated Weather Enclosure - Steel**

- Powder Coated
- exceeds 1000hr salt spray
- Avg 74dBA @ full load - 23ft

**Mobile unit w/ trailer**

- Dual Axle
- DOT approved
- Electric Brakes
- Rear stabilizer jacks
- Tool Box

**Main line circuit breaker (w/ std factory lugs)**

Battery, battery rack & cables

10A Battery charger

Battery Heater

**449gal sub-base tank (approx 22hrs full load run time)**

Jacket water heater

Oil and antifreeze

EPA Certified Tier IV Final Compliant

**MISCELLANEOUS**

On-Site Start Up and Testing

4 Hour Resistive Load Bank Test (Performed Onsite)

**WARRANTY**

Generator: Standard 2 Year / 3500 hrs Warranty (from date of performing start up)

ATS: Standard 2 Year Warranty (from date of shipment from factory)

**THE FOLLOWING IS NOT INCLUDED**

Service & Maintenance Agreement



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Customer Village of Islamorada  
Project Name Village of Islamorada, FS 20,  
RFP 22-10

Date 10/13/22

Quote # S092588

Revision

#### PRICE

**\$152,359.15**

**36 - 38**

**Plus Applicable Sales Tax**

**Week Estimated Ship Date (subject to change)**

**Customers are responsible for paying sales and use tax on goods shipped outside of the State of Florida.**

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*Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.*

#### CHANGES, CANCELLATIONS & RETURNS

Any order or contract may be cancelled by the customer only upon the payment of reasonable charges and expenses incurred by Zabatt on or before the date of receipt by Zabatt of said notice of cancellation. Such reasonable charges and expenses may include, but are not limited to, any cancellation charges incurred by Zabatt for the cancellation and/or any liabilities for orders or commitments for materials or services previously ordered by Zabatt in connection with the cancelled customer order or contract. No material or product may be cancelled or returned for credit without first obtaining the written approval of, and at the sole discretion of, Zabatt. All shipping costs on returned material must be pre-paid by the customer. Accepted returns are subject to the charges, terms and requirements notified in writing to the buyer (which may include, with no limitations or exceptions, a 15% restocking fee).

#### Delivery, Shipments, and Claims (to include Warranty)

All charges for work performed during the warranty period are the responsibility of the customer until approved by the appropriate warranty authority. Warranties are subject to the manufacturer's guidelines. Even those warranty claims which are approved may not include 100% of the repairs or parts; the customer is responsible for charges excluded from warranty. Contingency payment arrangements must be made prior to any warranty work being performed. Batteries, oil, coolant, filters and adjustments are not covered as part of warranty repairs and will be billed to the customer at appropriate rates.

#### Price and Minimum Billing

Price shall be in accordance with rates currently in effect at the time the quote is received and shall expire on the date described in said quote. All quotes for services, parts, equipment, and labor will be issued in writing and have a system generated quote number. Verbal quotes are not valid and should not be accepted. A signed copy of the quote must on file before any work can be performed. Signature on said quote shall serve as the customer's acceptance Zabatt's billing guidelines and rates. Labor prices on quotes are good for a period of (30) thirty days from the date of issue unless otherwise specified. Parts and equipment prices are subject to change and billed at the current price at the time of purchase unless otherwise specified. All regular service calls and emergency calls within normal hours will be billed for a minimum of one hour of labor and ten miles of travel. All emergency after-hour calls will be billed for a minimum of four hours labor and ten miles of travel.

#### Credit and Payment Terms

Commercial customers who have not established a credit account with Zabatt must make payment arrangements before goods are delivered or a technician is dispatched. No credit terms will be extended to end-users. We cannot accept payment on site but must have a signed credit card authorization on file in order to perform any service work on new accounts. No work will be performed for, or product delivered to, customers who are on credit hold. This hold includes any emergency repairs and warranty work that may be required. Account must be paid in full or alternate means of payment must be coordinated and approved before work is performed or product is delivered. Service Rate Definitions and Conditions are available as a separate document





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Customer Village of Islamorada  
Project Name Village of Islamorada, FS 20,  
RFP 22-10

Date 10/13/22

Quote # S092588

Revision

#### Agreement

This agreement consists of, and is limited to, a qualified technician performing scheduled maintenance in accordance with the manufacturer's recommendations. Zabatt, Inc will not be held liable for damages to the equipment or property as a result of equipment failure caused by any of, but not limited to, the following circumstances: improper or unauthorized operation; normal wear and tear or damage due to overloading; vandalism, theft or acts of a third party; acts of nature; failure to perform services due to hazardous conditions and other causes beyond the control of Zabatt Inc.

**Signature and acceptance of the quotation constitutes agreement to comply with Zabatt's terms and conditions as attached.**

Signature of Owner or Representative

Date

Signature of Zabatt Representative

Date

Tom Tietje  
(786) 390-7855  
Tom.Tietje@zabatt.com



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#### PROJECT INFORMATION

Customer	Village of Islamorada	Date	10/13/22	Quote #	S092589
Project Name	Village of Islamorada, FS 21, RFP 22-10			Revision	

#### WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR PROJECT

**Quantity 1 - HiPower industrial 9.0L diesel generator, consisting of the following features & accessories:**

**Fuel System - Diesel**

HiPower Model: HRJW-325 T4F

**3 Position Voltage Selector Switch:**

- 120/240V, 1phase, 185kW
- 120/208V, 3phase, 260kW prime
- 277/480V, 3phase, 260kW prime

**Standard Sound Attenuated Weather Enclosure - Steel**

- Powder Coated
- exceeds 1000hr salt spray
- Avg 74dBA @ full load - 23ft

**Mobile unit w/ trailer**

- Dual Axle
- DOT approved
- Electric Brakes
- Rear stabilizer jacks
- Tool Box

**Main line circuit breaker (w/ std factory lugs)**

Battery, battery rack & cables

10A Battery charger

Battery Heater

**449gal sub-base tank (approx 22hrs full load run time)**

Jacket water heater

Oil and antifreeze

EPA Certified Tier IV Final Compliant

**Quantity 1 - Manual Transfer Switch:**

ASCO Model: 3MTQ series

1200A Rating

208 Volt, 3 Phase, 4 Pole

Auxiliary contact sets to indicate switch position (170EP1)

Thermostatically controlled strip heater

NEMA 3RX Enclosure (316 grade SS)

**Quantity 1 - Sub-Base Tank:**

2000 Gal Double-Walled Sub-Base Tank

UL142

DIMS: 170" L x 120"W x 35"H (includes 4" tal bottom channel for under tank inspection)

Emergency vent

Low fuel, High fuel, & Rupture Basin alarm switches



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#### PROJECT INFORMATION

Customer Village of Islamorada Date 10/13/22 Quote # S092589  
Project Name Village of Islamorada, FS 21, RFP 22-10 Revision \_\_\_\_\_

7.5 Gal fill/spill bucket  
FDEP Compliant

#### INSTALLATION - SCOPE OF WORK (LICENSE # EC-13007198)

- Supply and install new MTS and new sub base fuel tank per RFP 22-11.

**All work to be completed during normal business hours: Monday – Friday 8am – 5pm**

\*Any alterations or deviations from the above specifications involving extra costs will be executed only upon written order, and will become an

#### EXCLUSIONS

- Engineering or utility company fees. Anything outside scope of work. Surveys not included and may be required by municipality for permitting.

#### MISCELLANEOUS

On-Site Start Up and Testing  
4 Hour Resistive Load Bank Test (Performed Onsite)

#### WARRANTY

Generator: Standard 2 Year / 3500 hrs Warranty (from date of performing start up)  
ATS: Standard 2 Year Limited Warranty (from date of shipment from factory)

#### THE FOLLOWING IS NOT INCLUDED

Service & Maintenance Agreement

#### PRICE

\$325,501.86

36 - 38

**Plus Applicable Sales Tax**

**Week Estimated Ship Date (subject to change)**

**Customers are responsible for paying sales and use tax on goods shipped outside of the State of Florida.**

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*Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.*

#### CHANGES, CANCELLATIONS & RETURNS

Any order or contract may be cancelled by the customer only upon the payment of reasonable charges and expenses incurred by Zabatt on or before the date of receipt by Zabatt of said notice of cancellation. Such reasonable charges and expenses may include, but are not limited to, any cancellation charges incurred by Zabatt for the cancellation and/or any liabilities for orders or commitments for materials or services previously ordered by Zabatt in connection with the cancelled customer order or contract. No material or product may be cancelled or returned for credit without first obtaining the written approval of, and at the sole discretion of, Zabatt. All shipping costs on returned material must be pre-paid by the customer. Accepted returns are subject to the charges, terms and requirements notified in writing to the buyer (which may include, with no limitations or exceptions, a 15% restocking fee).





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#### PROJECT INFORMATION

Customer	Village of Islamorada	Date	10/13/22	Quote #	S092589
Project Name	Village of Islamorada, FS 21, RFP 22-10			Revision	

#### Delivery, Shipments, and Claims (to include Warranty)

All charges for work performed during the warranty period are the responsibility of the customer until approved by the appropriate warranty authority. Warranties are subject to the manufacturer's guidelines. Even those warranty claims which are approved may not include 100% of the repairs or parts; the customer is responsible for charges excluded from warranty. Contingency payment arrangements must be made prior to any warranty work being performed. Batteries, oil, coolant, filters and adjustments are not covered as part of warranty repairs and will be billed to the customer at appropriate rates.

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Price shall be in accordance with rates currently in effect at the time the quote is received and shall expire on the date described in said quote. All quotes for services, parts, equipment, and labor will be issued in writing and have a system generated quote number. Verbal quotes are not valid and should not be accepted. A signed copy of the quote must be on file before any work can be performed. Signature on said quote shall serve as the customer's acceptance Zabatt's billing guidelines and rates. Labor prices on quotes are good for a period of (30) thirty days from the date of issue unless otherwise specified. Parts and equipment prices are subject to change and billed at the current price at the time of purchase unless otherwise specified. All regular service calls and emergency calls within normal hours will be billed for a minimum of one hour of labor and ten miles of travel. All emergency after-hour calls will be billed for a minimum of four hours labor and ten miles of travel.

#### Credit and Payment Terms

Commercial customers who have not established a credit account with Zabatt must make payment arrangements before goods are delivered or a technician is dispatched. No credit terms will be extended to end-users. We cannot accept payment on site but must have a signed credit card authorization on file in order to perform any service work on new accounts. No work will be performed for, or product delivered to, customers who are on credit hold. This hold includes any emergency repairs and warranty work that may be required. Account must be paid in full or alternate means of payment must be coordinated and approved before work is performed or product is delivered. Service Rate Definitions and Conditions are available as a separate document

#### Agreement

This agreement consists of, and is limited to, a qualified technician performing scheduled maintenance in accordance with the manufacturer's recommendations. Zabatt, Inc will not be held liable for damages to the equipment or property as a result of equipment failure caused by any of, but not limited to, the following circumstances: improper or unauthorized operation; normal wear and tear or damage due to overloading; vandalism, theft or acts of a third party; acts of nature; failure to perform services due to hazardous conditions and other causes beyond the control of Zabatt Inc.

**Signature and acceptance of the quotation constitutes agreement to comply with Zabatt's terms and conditions as attached.**

\_\_\_\_\_  
Signature of Owner or Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Zabatt Representative

\_\_\_\_\_  
Date

Tom Tietje  
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