



TOWN COMMISSION MEETING AGENDA

April 23, 2024 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR APRIL 23, 2024

A. MINUTES

1. December 13, 2023 Tree Board Meeting
2. February 21, 2024 Tree Board Meeting
3. March 26, 2024 Town Commission Meeting
4. April 3, 2024 Purchase Review Committee Meeting
5. April 9, 2024 Town Commission Meeting
6. 2024 Canvassing Board Meetings

B. BOARD RESIGNATION

1. David Joubert, Tree Board Resignation

C. AGREEMENTS

1. RFQ 24-01 ADDENDUM 2 CCNA AGREEMENT
2. RFP 24-06 AGREEMENT

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. PROCLAMATION, MARGIE MAE LEWIS 100TH CELEBRATION

2. PROCLAMATION, ARBOR DAY 2024

NEW BUSINESS

3. DISCUSSIN & ACTION, ORDINANCE 24-01 FUTURE LAND USE MAP AMENDMENT

4. DISCUSSION & ACTION, ORDINANCE 24-02 HILLS OF DUNDEE ZONING MAP AMENDMENT

5. DISCUSSION & ACTION, GENERATOR INSPECTIONS & MAINTENANCE

6. DISCUSSION & ACTION, DUKE ENERGY LIGHTING AGREEMENT

7. DISCUSSION, POTENTIAL CHANGES TO THE EMPLOYEE HANDBOOK

REPORTS FROM OFFICERS

Polk County Sheriff's Office
Dundee Fire Department
Town Attorney
Town Manager
Commissioners
Mayor

ADJOURNMENT

PUBLIC NOTICE: Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)
If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.



TOWN COMMISSION MEETING

April 23, 2024 at 6:30 PM

Item A.

-
- AGENDA ITEM TITLE:** Approval of the Commission Consent Agenda
- SUBJECT:** The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.
- STAFF ANALYSIS:** The consent agenda for the meeting of April 23, 2024 contains the following:
- A. Minutes
 1. December 13, 2023 Tree Board Meeting
 2. February 21, 2024 Tree Board Meeting
 3. March 26, 2024 Town Commission Meeting
 4. April 3, 2024 Purchase Review Committee Meeting
 5. April 9, 2024 Town Commission Meeting
 6. 2024 Canvassing Board Meetings
 - B. Board Resignations
 1. David Joubert, Tree Board Resignation
 - C. Agreements
 1. RFQ 24-01 Addendum 2 CCNA Agreement
 2. RFP 24-06 Agreement
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** March 26, 2024 Town Commission Minutes
April 3, 2024 Purchase Review Committee Minutes
April 9, 2024 Town Commission Minutes
2024 Canvassing Board Minutes
David Joubert, Tree Board Resignation



TREE BOARD MEETING MINUTES

December 13, 2023, at 5:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER by Chair Aguilar

PLEDGE OF ALLEGIANCE led by Chair Aguilar

ROLL CALL taken by Clerk Glogowski

Present:

Sheila Aguilar
Michelle Smith
David Joubert
Melissa Glogowski
John Vice

Absent:

Donna Schultz

Clerk Glogowski informed the board that she had not heard from new member Donna Schultz that she would not be attending the meeting. Chair Aguilar requested to verify how many meetings a board member is allowed to miss unexcused before removal.

MOTION TO not excuse board member Donna Schultz made by Chair Aguilar and seconded by Member Joubert, passed by consensus.

Ayes: Aguilar, Joubert, Smith

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

Chair Aguilar opened the floor for public comment, with no public coming forth the floor was closed.

APPROVAL OF MINUTES

1. Tree Board Minutes for October 18, 2023

MOTION TO APPROVE the Tree Board Minutes from the October 18, 2023, approved by consensus.

Ayes: Aguilar, Joubert, Smith

NEW BUSINESS

2. Discussion, Introduction of New Board Members and Staff

MOTION TO Table item until the next meeting made by Chair Aguilar and seconded by Vice-Chair Smith, passed by consensus.

Ayes: Aguilar, Joubert, Smith

3. Discussion, Tree Board Duties & Responsibilities pertaining to Ordinance 18-08

The board discussed the responsibilities and duties of the Tree Board. Would like to see if Town Planner Lorraine Peterson could attend the next meeting to answer questions regarding Duties & Responsibilities and the Land Development Code.

4. Discussion, 2023/2024 Budget

The board discussed how to spend their 2023/2024 budget.

MOTION TO Designate \$500.00 for Dundee Elementary STEM Night on March 7, 2024, made by Chair Aguilar and seconded by Vice-Chair Smith, passed by consensus.

Ayes: Aguilar, Joubert, Smith

MOTION TO Designate \$4,000.00 for landscaping of the towns Veterans Memorial, made by Chair Aguilar and seconded by Vice-Chair Smith, passed by consensus.

Ayes: Aguilar, Joubert, Smith

MOTION TO Designate \$500.00 for purchase of stories for the Story Walk Boards made by Chair Aguilar and seconded by Member Joubert, passed by consensus.

Ayes: Aguilar, Joubert, Smith

REPORTS FROM OFFICERS

Public Works Department Comments

Merry Christmas and Happy New Year

Town Administration Comments

- reminded the board of the Town's Employee Christmas Party on Friday at 7:00p.m.
- Informed the board of the Centennial Kick-Off Block Party on January 1st from 4-8pm and pointed out the flyer that that was on the dais. Board member Joubert reminded us that he and Michelle had volunteered to be on the committee and would like to help.

Board Member Comments

Chairperson Comments

- Apologized for being late.

ADJOURNMENT 6:32 pm

Respectfully Submitted,

Melissa Glogowski

Melissa Glogowski, H.R. Coordinator/Exec. Admin. Asst.

APPROVAL DATE: _____ Item A.

AYES: _____ **NAYS:** _____



TREE BOARD MEETING MINUTES

February 21, 2024 at 5:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER by Chair Aguilar

PLEDGE OF ALLEGIANCE led by Chair Aguilar

ROLL CALL taken by Clerk Glogowski

Present:

Sheila Aguilar
Michelle Smith
Jessica Farler
Melissa Glogowski
Lorraine Peterson
John Vice

Absent:

David Joubert
Patricia Joubert

Clerk Glogowski informed the board that she had heard from board members David and Patricia Joubert, they would not be able to attend the meeting as they were out of town.

MOTION TO excuse board member David and Patricia Joubert made by Chair Aguilar and seconded by Vice Chair Smith, passed by consensus.

Ayes: Aguilar, Farler, Smith

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

Chair Aguilar opened the floor for public comment, with no public coming forth the floor was closed.

APPROVAL OF MINUTES

NEW BUSINESS

1. Discussion, Board Member Resignation

MOTION TO Approve the resignation of Board Member Donna Schultz made by Vice Chair Smith and seconded by Chair Aguilar, passed by consensus.

Ayes: Aguilar, Farler, Smith

2. Discussion, Introduction of New Board Members and Staff

MOTION to Accept new Board Members Jessica Farler & Patricia Joubert made by Vice Chair Smith and seconded by Chair Aguilar, passed by consensus.

3. Discussion, Tree Board Duties & Responsibilities

Board members requested to get a list of current trees that the town has for the next meeting and board members will bring a list of trees they would like to see planted in Dundee.

Sara Licursi, 314 7th Street S. had questions about Tabebuia Trees.

4. Discussion, Dundee Elementary S.T.E.M. night

Board members discussed stem night and items needed and what would be done with any leftover flowers.

Danica Anderson, 1005 James Lane, Lake Alfred, FL questioned what type of flowers were going to be used at the event. Public Works Director Vice stated whatever type were in season at Lowes or Home Depot but would get something colorful.

5. Discussion, Butterfly Garden

Public Works Director, John Vice, provided information regarding the proposed Butterfly Garden which will be located at Johnson Park, 800 Edmund Ave. Board members discussed the Butterfly Garden and Dog Park being at the same location.

Danica Anderson, 1005 James Lane, Lake Alfred FL, expressed concern as to what type of plants would be planted due to the toxicity of plants to dogs and states that these parks should be separate.

Sarah Licursi, 314 7th Street S. questioned if dogs will be required to have proof of vaccination and expressed safety concerns.

6. Discussion & Action, Residential & Commercial Beautification Award

Board members discussed nominations. Request was made going forward to redact the nominee's address for the agenda packet. Change the application to request a minimum of three (3) pictures with each application

MOTION to not accept Commercial Award nominee as does not set the precedent made by Chair Aguilar and seconded by Vice-Chair Smith passed by consensus.

Ayes: Aguilar, Farler, Smith

MOTION to award Residential Beautification Award to 314 7th Street S. made by Chair Aguilar and seconded by Vice-Chair Smith, passed by consensus.

Ayes: Aguilar, Farler, Smith

REPORTS FROM OFFICERS

Public Works Department Comments

- None

Town Administration Comments

- Tree City of the World application has been approved, Tree City USA application has been submitted and awaiting approval.
- Informed Board of the new Tree/Bench that was dedicated on March 7th at Lake Menzie.
- Informed the board that she will not be here for the April meeting as she is out for Vacation and that Trevor Douthat will be covering for her.

Board Member Comments

- Vice-Chair Michelle Smith
 - Thanked you for all you do for the Tree Board
- Chairperson Comments
 - Thank you for all you do and all the help you give.

ADJOURNMENT 7:15 pm

Respectfully Submitted,

Melissa Glogowski

Melissa Glogowski, H.R. Coordinator/Exec. Admin. Asst.

APPROVAL DATE: _____

AYES: _____ NAYS: _____



TOWN COMMISSION MEETING MINUTES

March 26, 2024 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER by Mayor Pennant at 6:30PM

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION given by Commissioner Richardson

RECOGNITION OF SERGEANT AT ARMS - Sergeant Anderson

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS given by Mayor Pennant

ROLL CALL given by Town Clerk Douthat

PRESENT

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

Mayor Pennant opened the floor for comments from the public.

Mike Jones, 602 Lincoln Ave, asked for an update on the Lincoln Ave speed bumps.

Dee Hall, 801 Lake Marie Blvd, reported an incident from Friday of the previous week about a man throwing a dog in Lake Marie.

Bernard Hammond, 611 MLK St, had questions about the Town changing to a city.

Stacy Reddick, 922 Florida Ave, also asked about the advantages of changing from a Town to a City.

Michelle Thompson, 406 4th St, asked if there are no advantages, why is the Town changing to a city.

Albertha Davis, 611 MLK St, asked who is able to vote and will there be voting machines or paper ballots.

Seeing no further public come forth, the floor was closed.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MARCH 26, 2024

A. MINUTES

1. March 12, 2024 Town Commission Meeting

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE the consent agenda with changes for the meeting of March 26, 2024 made by Goddard, Seconded by Quarles. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

APPROVAL OF AGENDA

MOTION TO APPROVE the regular meeting agenda with changes for the meeting of March 26, 2024 made by Richardson, Seconded by Glenn. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. PROCLAMATION, AUTISM AWARENESS MONTH

MOTION TO SUPPORT April 2024 as Autism Awareness Month made by Quarles, Seconded by Glenn. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

Mayor Pennant read the proclamation into the record and presented it to the Perez/Santiago and Mendez families.

NEW BUSINESS

2. RESOLUTION 24-06, SEASONS AT HILLTOP BOND MAINTENANCE

Assistant Town Attorney Claytor read the title of Resolution 24-06 into the record and gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

Jessica Farler, 315 7th St S, asked where the subdivision is located.

MOTION TO CONDITIONALLY APPROVE Resolution 24-06 subject to receipt, review, and acceptance of an appropriate Maintenance Bond made by Goddard, Seconded by Quarles. Passed unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

3. DISCUSSION & ACTION, LAUNCH EAST POLK INCUBATOR/ACCELERATOR

Town Planner Peterson gave the analysis.

Representative for the Winter Haven Economic Development Council presented PowerPoint presentation related to the Launch East Polk Program.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE and authorize the Town Manager to take all necessary further actions to negotiate and prepare a lease agreement for 310 E. Main Street, Dundee, FL made by Quarles, Seconded by Goddard. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

4. DISCUSSION, LEGISLATIVE WRAP UP

Assistant Town Attorney Claytor gave an overview of the Florida Legislative session.

Annette Wilson, 402 MLK, asked Assistant Town Attorney Claytor what is the "penalty" for not meeting the expedited approval of a building permit.

5. DISCUSSION & ACTION, RFP 24-04 COMMUNITY CENTER RENOVATIONS

Town Planner Peterson gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE RFP 24-04 made by Glenn, Seconded by Goddard. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

REPORTS FROM OFFICERS

Deputy Fire Chief Stroud gave an update on the run totals.

Town Planner Peterson reminded that the Commission about the Ridge League dinner on April 11th in Lakeland, the Easter Egg Hunt at Church on the Hill March 30th and the Town's Autism Event on March 30th at the Development Services Building.

Marie Lamb, 209 Elinor Ave, had concerns for Code Enforcement.

Vice Mayor Glenn asked for updates on the Winn Dixie turn in.

ADJOURNMENT at 7:41 PM

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Town Clerk

APPROVAL DATE: _____

RFQ #24-01 Non Mandatory Pre Submittal Meeting

LOCATION: DUNDEE TOWN HALL
202 MAIN STREET, DUNDEE, FLORIDA



**REQUEST FOR QUALIFICATIONS 24-01
CONTINUING PROFESSIONAL PLANNING & VISIONING SERVICES CONTRACTS
NON MANDATORY PRE SUBMITTAL MEETING
MINUTES REPORT
APRIL 3, 2024 at 11:00am**

STAFF PRESENT:

Bruce Lyon, WHEDC
Tracy Mercer, Special Project Manager
Lorraine Peterson, Town Planner
Seth Claytor, Assistant Town Attorney

CALL TO ORDER:

Planner Peterson called the meeting to order at 11:06am.

Assistant Town Attorney Claytor administered the meeting.

Town Clerk Douthat took roll call.

Assistant Town Attorney Claytor stated that in light of the fact that there were no respondents present for the meeting he would call for a motion to recess the meeting for 5 minutes to allow others to join.

MOTION to recess for 5 minutes made by Lyon, seconded by Mercer, passed unanimously. Meeting recessed at 11:08am.

Assistant Town Attorney Claytor called the meeting back to order at 11:13am.

Since no other attendees joined the meeting, Assistant Town Attorney Claytor called for a motion to adjourn the meeting.

MOTION to adjourn made by Lyon, seconded by Mercer. Passed unanimously.

ADJOURNMENT

Meeting was adjourned at 11:13am.

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Town Clerk

APPROVAL DATE: _____



TOWN COMMISSION MEETING MINUTES

April 09, 2024 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER by Mayor Pennant at 6:30PM

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION given by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS - Sergeant Anderson

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS given by Mayor Pennant

ROLL CALL given by Town Clerk Douthat.

PRESENT

Steve Glenn

Willie Quarles

Mary Richardson

Sam Pennant

ABSENT

Bert Goddard

MOTION TO EXCUSE Commissioner Goddard made by Glenn, Seconded by Quarles. Passed unanimously.

Voting Yea: Glenn, Quarles, Richardson, Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

Carol Lynn Hancock, 720 Lime Ave, had issues with Code Enforcement regarding her driveway and road improvements on her street.

Michelle Efendi, Dundee FL, requested the Commission finish installing the fence around Lake Marie Park.

Crescenciana Malinis, 502 Edmund Ave, had concerns about the speeding at 4th St S and Edmund Ave and needed improvements to Town parks.

Archie Sapp, 703 Adams Ave, thanked the Town for the work being done to construct the Veteran's Memorial park.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR APRIL 9, 2024

A. AGREEMENTS

- 1. PCSO Modification 3**
- 2. Applied Aquatic Lake Marie Agreement**

Mayor Pennant opened the floor for comments from the public. Seeing no public come forth, the floor was closed.

MOTION TO APPROVE the consent agenda for the meeting of April 9, 2024 made by Quarles, Seconded by Glenn. Passed unanimously.
Voting Yea: Glenn, Quarles, Richardson, Pennant

APPROVAL OF AGENDA

MOTION TO APPROVE the regular agenda for the meeting of April 9, 2024 made by Glenn, Seconded by Quarles. Passed unanimously.
Voting Yea: Glenn, Quarles, Richardson, Pennant

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**1. PROCLAMATION, WATER CONSERVATION MONTH**

MOTION TO SUPPORT April 2024 as Water Conservation Month made by Glenn, Seconded by Quarles. Passed unanimously.
Voting Yea: Glenn, Quarles, Richardson, Pennant

Mayor Pennant read the proclamation into the record and presented it to Cindy Rodriguez from South Florida Water Management District.

2. PROCLAMATION, NATIONAL LIBRARY WEEK

MOTION TO SUPPORT April 7-13, 2024 as National Library Month made by Quarles, Seconded by Richardson. Passed unanimously.
Voting Yea: Glenn, Quarles, Richardson, Pennant

Mayor Pennant read the proclamation into the record and presented it to the Town of Dundee Library staff.

NEW BUSINESS**3. DISCUSSION & ACTION, RFP 24-04 RATIFICATION & CONSTRUCTION AGREEMENT**

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Meliton Jaramillo, 116 Garrison Ave, requested that his roads be repaved instead of renovations being made to the Community Center.

Seeing no further public come forth, the floor was closed.

Commissioner Quarles asked the start date of the project.

Town Manager Davis responded the schedule would come after aligning dates with existing rentals.

MOTION TO APPROVE AND RATIFY the acceptance of the bids and the award to JCR Construction, approve the construction agreement that is attached and has already been executed by the contractor and the Town Manager made by Glenn, Seconded by Quarles. Passed unanimously.
 Voting Yea: Glenn, Quarles, Richardson, Pennant

4. DISCUSSION & ACTION, RFP 24-06 EMERGENCY GENERATORS

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Cresciana Malinis, 502 Shepard, asked if FEMA would be reimbursing the full price.

Seeing no further public come forth, the floor was closed.

MOTION TO APPROVE the award of the contract to Mid Florida Diesel, Inc for RFP 24-06 and authorize Town administration to take any and all necessary further action(s) to include, but not be limited to, negotiating and entering into the appropriate agreement with the vendor for the emergency generators made by Quarles, Seconded by Richardson. Passed unanimously.
 Voting Yea: Glenn, Quarles, Richardson, Pennant

5. DISCUSSION & ACTION, UTILITIES DEPARTMENT TRUCK PURCHASE

Utilities & Special Projects Director Mercer gave the analysis.

Town Manager Davis stated that the fiscal impact for these vehicles of \$59,095.40 came in below the budgeted amount of \$89,000.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE staff to move forward with the purchase of two trucks for the utilities department made by Richardson, Seconded by Quarles. Passed unanimously.
 Voting Yea: Glenn, Quarles, Richardson, Pennant

REPORTS FROM OFFICERS

Town Manager Davis reported that Jessica Spell from the Dundee Fire Department had her baby over the weekend and Pete Kitchens from the building department and his wife also had their baby. She announced that the Town has received the award for Tree City USA for the 9th consecutive year. She reported that there will be communication posted on the Town's social media regarding the resurfacing project by Tucker Paving; on April 22nd the milling operation would be completed for 5th St, Highland Ave and Barrett Ave; on April 23rd-26th the paving will occur. She reminded the Commission of the Market Day on Saturday, April 13th and that the Ridge League of Cities dinner will be Thursday, April 11th. She reported that the side loader and rear loader garbage trucks have been delivered. She gave an update on the 4th St Splash Pad and the Veteran's Memorial lighting and irrigation. She reported that the signage for the Lincoln Ave speed bumps has been delayed and is the last component the Town is waiting on to install them.

Respectfully Submitted,

Trevor Douthat
 Trevor Douthat, Town Clerk

ADJOURNMENT at 7:49 PM

APPROVAL DATE: _____



TOWN OF DUNDEE CANVASSING BOARD

CANVASSING BOARD MINUTES REPORT 2024 MUNICIPAL ELECTION

MARCH 26, 2024

The Canvassing Board (Town Clerk only) for the Town of Dundee Municipal Election met at the Supervisor of Elections Office located at 70 Florida Citrus Blvd. in Winter Haven, FL on Tuesday, March 26, 2024, at 2:30PM to conduct a logic and accuracy test.

Town Clerk Douthat called the meeting to order at 2:30PM

ACCEPT LOGIC AND ACCURACY AS RECOMMENDED BY TOWN CLERK

Town Clerk, along with Supervisor of Elections Staff, verified the logic and accuracy of the vote by mail and on site equipment for Precinct #416.

Town Clerk recessed the meeting at 2:45PM. The board will reconvene on April 02, 2024, at 6:00pm at the Supervisor of Elections office to canvass ballots.

APRIL 02, 2024

Town Clerk, Trevor Douthat, called the meeting to order at 6:00PM

BOARD MEMBERS PRESENT: Town Clerk, Trevor Douthat
 Assistant Town Attorney, Seth Claytor
 Board Member, Jacqueline Nichols

SUPERVISOR OF ELECTIONS STAFF: Briana Allen

MOTION was made by Board Member Claytor, seconded by Board Member Nichols, to appoint Trevor Douthat as Chair of the 2024 Canvassing Board. Motion passed unanimously.

Chair Douthat read the Vote by Mail Report, as supplied by the Elections Office. There were 366 absentee ballots requested and sent to voters, 205 were returned, 202 were valid, and 3 needed review.

The board accepted the vote by mail ballots as reviewed by the Town Clerk and direct the Supervisor of Elections Staff to begin processing the ballots. Motion passed unanimously.

Briana Allen reviewed the Mail Ballot Criteria.

Briana Allen stated that there were three Vote by Mail ballots that needed to be reviewed by the Canvassing Board because the signature did not match. The board proceeded to review each ballot and any rejected would be stamped “rejected” and initialed by each board member. The accepted ballots would be stamped “accepted” and then processed and counted by the Supervisor of Elections staff.

MOTION was made by Board Member Claytor, seconded by Board Member Nichols, to reject ballot #113764319 because the signature did not match. The ballot envelope was stamped by Board Member Nichols and initialed by all board members. Motion passed unanimously.

MOTION was made by Board Member Nichols, seconded by Board Member Claytor, to reject ballot #112959366 because the signature did not match. The ballot envelope was stamped by Board Member Nichols and initialed by all board members. Motion passed unanimously.

MOTION was made by Board Member Claytor to accept ballot #113424306. There was no second, the motion died.

MOTION was made by Board Member Nichols, seconded by Board Member Douthat, to reject ballot #113424306 because the signature did not match. The ballot envelope was stamped by Board Member Nichols and initialed by all board members. Motion passed unanimously.

MOTION was made by Board Member Nichols, seconded by Board Member Claytor, to recess the meeting at 6:10pm and reconvene at 6:55. Motion passed unanimously.

Chair Douthat reconvened the meeting at 6:59pm.

The Supervisor of Elections staff received one replicated ballot prior to the 7:00pm cut off.

The ballot was accepted and sent to be processed by Supervisor of Elections staff.

The preliminary precinct results were received.

Chair Douthat stated that the preliminary precinct results were as follows:

Ballot Item	For	Against
Amendment #1	40	211

The meeting was recessed at 7:01pm until the full ballot report was available.

Chair Douthat reconvened the meeting at 7:34pm to review the precinct report.

Chair Douthat stated that the unofficial precinct results were as follows, with one precinct reporting:

Ballot Item	For	Against
Amendment #1	143	312

Chair Douthat adjourned the meeting at 7:35pm. Final Official Certification of the 2024 Election is scheduled for April 05, 2024, at 11:00am at Dundee Town Hall.

APRIL 05, 2024

Board Member Claytor called the meeting to order at 11:00am.

BOARD MEMBERS PRESENT: Town Clerk, Trevor Douthat
 Assistant Town Attorney, Seth Claytor
 Board Member, Jacqueline Nichols

There was one provisional ballot to be reviewed by the board because the validity of the voter’s registration was in question.

The provisional ballot was reviewed and discussed by the board members.

MOTION TO REJECT the provisional ballot #00143 made by Chair Douthat; Seconded by Member Nichols. Passed unanimously.

Election results were reviewed and certified on April 05, 2024 at 11:01am at Dundee Town Hall as follows:

Ballot Item	For	Against
Amendment #1	143	312

MOTION made by Board Member Nichols, seconded by Chair Douthat, to certify the final official results of the 2024 Town of Dundee Municipal Election. Motion passed unanimously.

The Board did not conduct a random selection of one of the election results for the post-election audit of the results since there was only one item on the ballot.

Chair Douthat adjourned the meeting at 11:02am to be reconvened for the Post-Election Audit scheduled for April 9, 2024, at 2:00pm at the Supervisor of Elections Operations Office.

APRIL 9, 2024

A Post-Election Manual Audit was conducted at the Supervisor of Elections Office on April 9, 2024, at 2:00pm.

Chair Douthat called the meeting to order at 2:02pm.

BOARD MEMBERS PRESENT: Town Clerk, Trevor Douthat
 Assistant Town Attorney, Seth Claytor
 Board Member, Jacqueline Nichols

SUPERVISOR OF ELECTIONS STAFF: Supervisor of Elections, Lori Edwards
Casondra O’Neal, Deputy Supervisor of Elections

Casondra O’Neal reviewed Florida Statutes 101.591, the security procedures, and stated that the vote by mail ballots and precinct ballots have been secured since election night. Ms. O’Neal then distributed security procedures for audit handling, and information on where to send the audit report and precinct summary within 15 days of the report.

The board gave permission for the Election Staff to open the cages and boxes that contained the ballots and begin counting the ballots from the 2024 Election.

Election Staff proceeded to manually count the ballots.

Cassondra O’Neal reported that the results for the post-election showed no discrepancies in the ballots.

Casondra O’Neal certified that audit totals were in agreement.

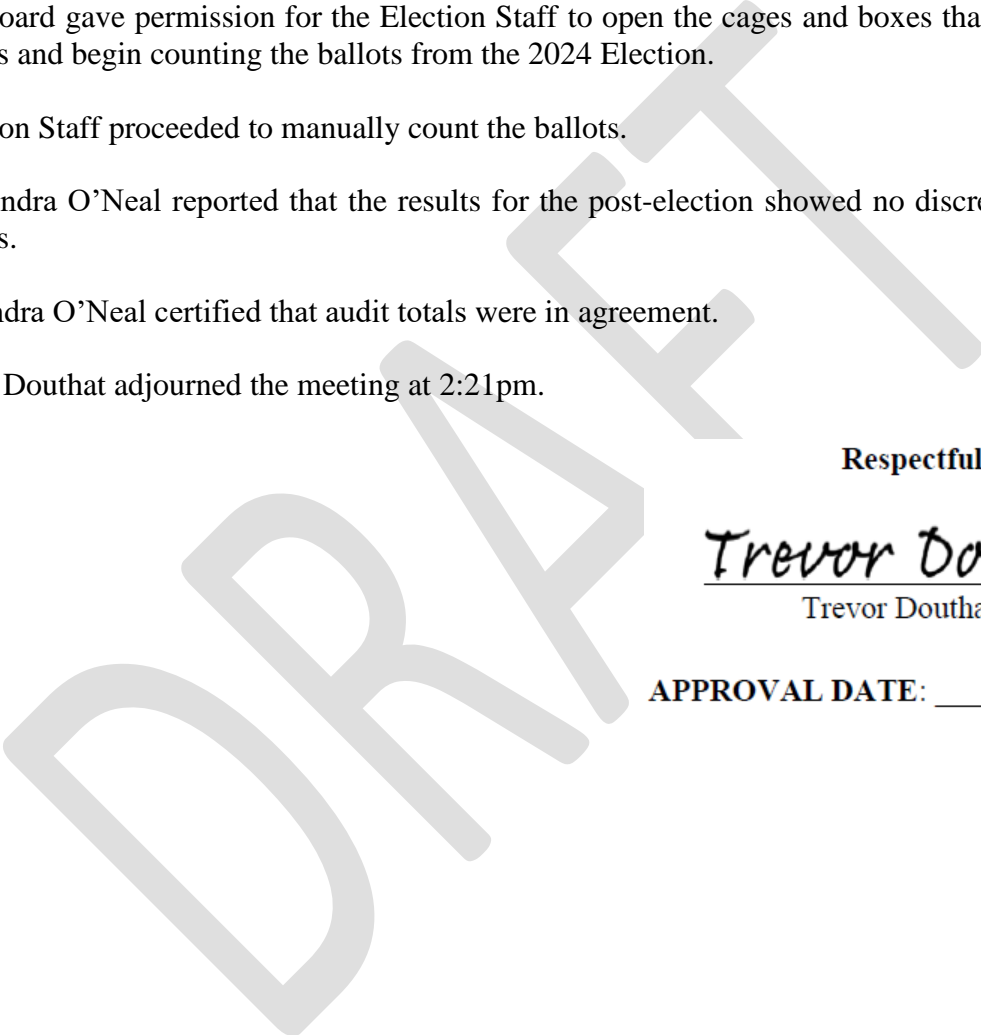
Chair Douthat adjourned the meeting at 2:21pm.

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Town Clerk

APPROVAL DATE: _____



David Joubert

1200 Legatto Loop Dundee FL 33838

04/08/2024

863-899-1486

Pjoubert1992@gmail.com

Town Of Dundee

Melissa Glogowski

I am writing this letter to serve as notice of my resignation from Town of Dundee Tree Board as of 04/17/2024.

I have had a fulfilling experience volunteering for the Town of Dundee Tree Board, but I have chosen to move to Town of Dundee Planning and Zoning Board. My last day will be 04/17/2024

I would like to take this chance to thank you and Town of Dundee Tree Board for the opportunity you have given me, as well as for the support that you have provided to me during my time working with you.

Sincerely,

David Joubert

**MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR
PROFESSIONAL PLANNING AND VISIONING SERVICES BETWEEN THE TOWN OF
DUNDEE, FLORIDA, AND CONSULTANT**

THIS MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR PROFESSIONAL PLANNING AND VISIONING SERVICES (hereafter the “Agreement”) is made and entered into on this _____ day of _____, 2024 (hereafter the “Effective Date”), by and between The Town of Dundee, Florida, a Florida municipal corporation (hereafter the “TOWN”), and _____, _____ (hereafter the “CONSULTANT”).

FACTUAL RECITALS

WHEREAS, the TOWN as required by Florida Law advertised a Request for Qualifications 24-01 (“RFQ 24-01”) for the provision of architectural, engineering, planning, and various professional consulting services; and

WHEREAS, the TOWN desires to retain the CONSULTANT to furnish certain architectural, engineering, planning, and various professional consulting services presented herein in connection with the provision of municipal services by the TOWN to areas within the Corporate TOWN Limits and to the unincorporated area(s) in Polk County; and

WHEREAS, the TOWN has recognized a need for professional planning and visioning consulting services on both a continuing and special project basis with regard to RFQ 24-01, sections:

TYPES OF PROJECTS: The project areas listed below are the discipline areas for the services. The work TASK ORDER(S) may include services that will assist in the completion of the assigned TOWN projects in accordance with this *Agreement*, as follows:

General Scope of Services: (*services include obtaining necessary public participation*)

- Redevelopment Planning
- Regional Planning
- Neighborhood Planning
- Capital Facilities Planning
- Comprehensive Planning
- Concurrency Planning
- Downtown Revitalization
- Land Planning
- Mixed-Use Planning
- Transit Planning
- Transportation and Multi-Modal Planning
- Transportation Disadvantaged Planning
- Transportation Improvement Planning
- Historic Preservation Planning
- Municipal Planning and Planning Services
- Policy Planning
- ADA Compliance Planning
- Strategic Short and Long Range Planning
- Systems Planning
- On-Call Planning Services
- Sub-Area/Special Project/Corridor Planning

General Scope of Projects: (*projects include obtaining necessary public participation*)

Item B.

- Project and Community Outreach and Communication
- Creation of Citizen Boards
- Create, Revise, and Update Land Development Regulation(s)
- Development of Capital Projects
- Development of Submittal and Review Processes for Development Permits
- Development of Submittal and Review Requirements for Development Orders
- Establishing Community Redevelopment Agency(ies)
- Establishing New Historic Districts
- Reclaimed Water Treatment and Distribution Systems
- Potable Water Treatment, Transmission, and Distribution Systems
- Sanitary Sewer Treatment, Transmission, and Collection Systems
- Community Parks, Community Playgrounds, and Community Recreation
- GeoDesign and Green Infrastructure Systems
- GIS/Mapping Services and Develop Town Database
- Streetscaping
- Pedestrian Enhancements on and/or for Existing Streets
- Urban and Multi-Modal Transportation
- Traffic Management
- Transportation Concurrency Monitoring System
- Economic Impact Analysis
- Economic Policy Analysis
- Financial Impact Studies
- Historic Venue Restoration
- FEMA Community Rating System
- Grant Funding
- Employment Analysis and Studies
- Employee Salary Analysis and Studies
- Employee Retention Analysis and Studies

Any other associated municipal functions within the TOWN's service area(s) as further described in the TOWN's Scope of Work set forth in RFQ 24-01 which Scope of Work is attached hereto as **Exhibit "A"**, and as may be specified in subsequent TASK ORDER Authorizations, hereinafter called the "TASK ORDER(S)"; and

WHEREAS, the TOWN selected the CONSULTANT in accordance with Chapter 287.055 Florida Statutes, also known as the *Consultant's Competitive Negotiations Act* (hereafter the "Act") and found the CONSULTANT to possess the qualifications necessary to satisfactorily perform the work herein contemplated; and

WHEREAS, the CONSULTANT, having examined the scope of the planning and visioning professional consulting services required for the services to be performed under this Agreement and/or any proposed TASK ORDER(s) issued hereunder, and having expressed its desire and willingness to provide such services, and having presented its qualifications to the TOWN in support of its expressed desires; and

WHEREAS, as a result of the aforementioned mutual understanding, the TOWN desires to enter into this Agreement with the CONSULTANT; and

WHEREAS, the CONSULTANT has agreed to provide professional architectural, engineering, planning, and various professional consulting services to the TOWN upon the terms and conditions hereinafter set forth; and

WHEREAS, it is intended that funds, if available, will be provided in the TOWN's budgets as needed

to pay the costs of the planning and visioning professional consulting services; and

Item B.

WHEREAS, it is in the best interests and will promote the health, safety, and welfare of all citizens and residents of the TOWN for the TOWN and CONSULTANT to enter into this Agreement for planning and visioning professional consulting services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the exchange of which is both acknowledged and deemed sufficient by the parties as binding, and *subject always* to availability of funding as determined by the TOWN's annual appropriations process, the TOWN agrees to retain the CONSULTANT and the CONSULTANT agrees to perform the agreed upon consulting work, both for a continuing nature and special project basis, as described in RFQ 24-01, and upon the following terms and conditions:

ARTICLE I. INCORPORATION OF RECITALS; DEFINITIONS

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the TOWN and CONSULTANT.

Term(s) used in this Agreement and/or any TASK ORDER(S) shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

"Applicable Law" means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances, and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

"TOWN" means the Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the TOWN is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

"TOWN Code" means the Town of Dundee Code of Ordinances and the Town of Dundee Land Development Code.

"TOWN Commission" means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

"TOWN Representative" means the TOWN Manager, or her/his designated appointee, who is authorized to act on behalf of the TOWN in the administration of this Agreement. The TOWN Representative does not have the authority to waive or modify any condition or term of this Agreement.

"Day(s)" means calendar day unless specifically stated otherwise.

"Calendar Day(s)" means all days in a 365-day calendar year.

"Business Day(s)" means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

"Contract Documents" means the RFQ 24-01; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFQ 24-01; Change Orders issued after the Agreement is let;

and any other document incorporated by reference and/or annexed hereto.

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“*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which this Agreement is approved by the TOWN Commission at a duly noticed public meeting.

“*Indemnification*” means, to the fullest extent permitted by law, and in consideration of the amount stated on any Task Order issued pursuant to this RFQ 24-01, Consultant shall indemnify and hold harmless the Town and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement and in each Task Order issued hereunder.

Without limiting the generality of the foregoing, the Town and the Consultant agree that, as used in this indemnification:

- (1) The phrase “*liabilities, damages, losses, and costs*” shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with the Contract, any Task Order issued hereunder, and any service, project, task or work performed hereunder;
- (2) The phrase “*reasonable attorneys’ fees*” shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and
- (3) The phrase “*negligence, recklessness, or intentionally wrongful conduct*” shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Consultant, any person or organization directly or indirectly employed by the Consultant, and anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in this Agreement, any Task Order issued hereunder, or in any service, project, task or work performed hereunder.

In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Consultant in the performance of the Contract or in the performance of any Task Order issued hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Consultant or any other person or organization.

The Town and the Consultant agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes, to contain any limited conditions or limitations of liability, and to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to

the greatest extent permitted by Florida law.

Item B.

“Term” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in **ARTICLE II** of this Agreement.

ARTICLE II. DESCRIPTION OF PROJECT AND TERM OF AGREEMENT

It being the intent of this Agreement to provide a general basis for performing and/or providing planning and visioning professional consulting services, as yet not fully defined. Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions and covenants set forth by this Agreement and/or any TASK ORDER(S) issued hereunder; and, prior to the commencement of any service, project, job and/or task(s) by the CONSULTANT, the TOWN and CONSULTANT shall mutually agree in writing as to the starting date, scope of services and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in this Agreement, as related to a specific service, project, job and/or task(s) (hereafter referred to as the “TASK ORDER”). This Agreement shall continue in full force and effect for a period of **five (5) years** beginning on the Effective Date or until terminated in accordance with **Article XVIII** of this Agreement.

At the discretion of the TOWN Manager, this Agreement may be extended for an additional five (5), one (1) year term(s) for a total of ten (10) successive years without re-advertising under the Act. The above time periods may also be extended at the discretion of the TOWN Manager to complete any TASK ORDER(S) already in progress. For purposes of this Agreement, the phrase *in progress* shall be interpreted to mean that a TASK ORDER has been issued by the TOWN and accepted by the CONSULTANT.

ARTICLE III. BASIC SERVICES OF THE CONSULTANT

This Agreement provides the general terms, obligations and conditions which shall control all work identified and/or described in this Agreement and/or any TASK ORDER(S) issued hereunder. The CONSULTANT, when so authorized by the TOWN, agrees to provide and perform such professional planning and visioning consulting services as the TOWN may require, from time to time, including but not limited to, providing professional planning and visioning professional consulting consultation and advice as set forth in the Scope of Work for RFQ 24-01 which Scope of Work is attached hereto as **Exhibit “A”** and incorporated herein by reference.

The CONSULTANT shall perform any and all services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of professional consultants. Unless modified in writing by both parties, the services to be performed by the CONSULTANT shall not be construed to exceed those services specifically described in each TASK ORDER.

The requested services may include, but shall not be limited to, the following:

Item 1. General Consulting Services

- 1.1** The TOWN shall, from time to time, in its sole and absolute discretion, authorize the CONSULTANT in writing to provide services by means of a TASK ORDER under the terms of this Agreement. A TASK ORDER shall, by mutual agreement of the parties hereto, set forth (1) the scope of services, (2) the time period(s) for performance, (3) method and amount of compensation, (4) the provisions of Articles I and II of this Agreement which are applicable, (5) the deliverables, if any (which are the items to be provided to the TOWN as a result of the services), and (6) the services, information, and data that can be provided by the TOWN to CONSULTANT.
- 1.2** The TOWN does not guarantee, warrant, or represent that any number and/or any particular type of services will be assigned to the CONSULTANT under the terms of this Agreement and/or under any TASK ORDER(S) issued hereunder. Furthermore, the purpose of this Agreement is not to

authorize a specific TASK ORDER, but to set forth certain duties, obligations, rights and responsibilities that may be incorporated by reference into any TASK ORDER(S) that mutually agreed to by the parties. The TOWN shall have the sole discretion to select the service, if any, which may be assigned to the CONSULTANT.

Item B.

- 1.3 All references to drawings shall mean both traditionally drafted as well as computer-based, and all submissions of drawings will include paper, mylar, and computer file versions as appropriate.
- 1.4 When so authorized and instructed by the TOWN, a representative of the CONSULTANT shall attend meetings of the TOWN to advise and assist in matters within the scope of the CONSULTANT's profession as well as to clarify and help define the TOWN's requirements for a particular project within the scope of this Agreement.
- 1.5 The CONSULTANT shall provide minor reports and opinions of probable cost which do not contemplate the full professional services required under **ARTICLE III**, items 2 through 6, and which do not occupy a substantial amount of time of the CONSULTANT's representative delegated to serve the TOWN.
- 1.6 The CONSULTANT shall be available for office consultation at the CONSULTANT's place of business in Florida and maintain liaison with TOWN officials.
- 1.7 The CONSULTANT shall provide services as required by fiscal and legal advisors to bond financing, except when these services are provided under **ARTICLE IV**, Items 2 through 7.
- 1.8 The CONSULTANT shall provide services as CONSULTANT or engineer as may be required under bond indentures, except when services are provided under **ARTICLE IV**, Items 2 through 7.

Item 2. Studies and Reports

Upon written authorization to proceed from the TOWN with a preliminary study and report to determine the feasibility of a proposed TASK ORDER, the CONSULTANT shall:

- 2.1 Consult with the TOWN to clarify and define the TOWN's requirements under the TASK ORDER.
- 2.2 Obtain from the TOWN, or its designated representative, available reports, records, property maps, drawings, opinions of probable cost, financial data, field survey notes, and other data that may be reasonably available at the time of authorization to proceed.
- 2.3 Advise the TOWN as to the necessity of the TOWN's providing or its need for obtaining any other services reasonably required in the CONSULTANT's judgment from others.
- 2.4 Provide special analysis of the TOWN's needs, preliminary studies, regional planning reports, feasibility investigations, evaluations, comparative studies, appraisals, rate studies, operational-management services, or any other program as authorized by the TOWN.
- 2.5 Provide a general economic analysis of the TOWN's requirements applicable to various alternatives, which includes a broad estimate of construction cost and method of financing.
- 2.6 Prepare a Preliminary Report with findings and recommendations.
- 2.7 Furnish three (3) printed copies and one (1) electronic, if requested, of the Preliminary Report to the TOWN.

Item 3. Preliminary Design Plans

Item B.

After written authorization to proceed with the Preliminary Design Phase, the CONSULTANT shall:

- 3.1 On the basis of the data and information obtained under **Item 2**, or for any defined TASK ORDER(S), prepare preliminary engineering data including basis of design, sketches, drawings, maps, opinions of probable cost, time of completion, and outline specifications to develop and establish the scope of the proposed construction.
- 3.2 Make a personal examination of the proposed Project site, and as may reasonably be discoverable, note site conditions and impediments that pertain to or might adversely affect the timely, efficient, and economical completion of any phase of the Project or the Project as a whole. The CONSULTANT shall promptly report any adverse site conditions to the TOWN.
- 3.3 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- 3.4 At a minimum, provide the TOWN with a 50% and 90% complete document(s) for preliminary review during the development and submission of the Preliminary Design Phase report. In addition, CONSULTANT will meet with the TOWN to discuss preliminary submittal reviews by the TOWN.
- 3.5 Provide services to investigate existing conditions of facilities or to verify the accuracy of drawings or other information furnished by the TOWN or others to the CONSULTANT. Such verification services shall be set forth in the applicable TASK ORDER(S).
- 3.6 Advise the TOWN if additional data or services are necessary for preliminary design and assist the TOWN in obtaining such data and services.
- 3.7 Based on the information contained in the preliminary design documents, submit a revised Total Project Cost estimate to the TOWN.
- 3.8 Make on-site field investigations as necessary to become familiar with the conditions affecting the TASK ORDER(S).
- 3.9 Furnish five (5) printed copies and one (1) electronic copy, if requested, of the Preliminary Design Documents.
- 3.10 Assist the TOWN in obtaining preliminary approval of the proposed work from any Local, State or Federal Agency having jurisdiction over the TASK ORDER(S).

Item 4. Final Design Phase

After written authorization to proceed with the Final Design Phase, the CONSULTANT shall:

- 4.1 On the basis of the preliminary design documents for a defined TASK ORDER(S), prepare and furnish the *Contract Documents*.
- 4.2 Advise the TOWN of additional services of others, if required, and arrange for, and furnish if authorized, all necessary additional tests, borings, soils investigations for the TASK ORDER(S). (The actual cost of said tests, borings, etc. shall be paid for by the TOWN).

- 4.3 Complete work on the TASK ORDER(S) within the time allowed by maintaining an adequate staff of engineers, draftsmen, and other employees on the work. The CONSULTANT is responsible for delays caused by factors beyond the CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the TOWN to furnish timely information or approve or disapprove of the CONSULTANT's services of work product promptly, or delays caused by faulty performance by the TOWN or by contractors of any level. When such delays beyond the CONSULTANT's reasonable control occur, the TOWN agrees the CONSULTANT is not responsible for damages, nor shall the CONSULTANT be deemed to be in default of this Agreement.
- 4.4 Comply with all Federal, State and Local laws or ordinances applicable to this work.
- 4.5 Prepare the necessary application forms and supporting documents for the approval of the TASK ORDER(S) and assist the TOWN in acquiring the approval from Local, State and Federal Regulatory Agencies. The CONSULTANT shall also assist the TOWN in obtaining such approvals by submitting, participating, and/or leading in negotiations with appropriate authorities, and the TASK ORDER(S) shall define the CONSULTANT's role in this regard.
- 4.6 Cooperate fully with the TOWN in order that all phases of the work may be properly scheduled and coordinated. At this Final Design Phase, the CONSULTANT will furnish the TOWN a construction time schedule for the completion of the TASK ORDER(S).
- 4.7 Request information and verification of location of utility facilities in the vicinity of the proposed work. Upon approval of the final plans, send letter with applicable sheets of the plans to each utility company having installations in the area of the work, notifying them of any relocations required. Send copies of all such letters to utilities to the TOWN for reference and file.
- 4.8 Report the status of TASK ORDER(S) to the TOWN Manager or her/his designee upon request, and hold the drawings, calculations, and related work open to the inspection of the TOWN Manager or her/his authorized agent or designee at any time.
- 4.9 Submit to the TOWN five (5) sets of check prints and the *Contract Documents* at 30%, 60%, and 90% completion for each TASK ORDER for review and approval and advise the TOWN in writing with each submittal of the estimated project construction cost.
- 4.10 Submit to the TOWN a final draft of the *Contract Documents*, including all revisions and/or modifications. Upon approval, assemble and bind the *Contract Documents* and deliver five (5) sets to the TOWN. Additional copies required shall be furnished at actual cost of reproduction if requested by the TOWN. It is understood and agreed that the CONSULTANT assumes no responsibility for the legal review of such documents. **Consultant shall provide an electronic copy of all contract documents.**
- 4.11 Advise the TOWN of any adjustments in the cost of the PROJECT caused by changes in scope, design requirements or construction costs; and furnish final cost estimate for the subject project, based on the approved drawings and specifications.

Item B.

Item 5. Bidding or Negotiating Phase

Item B.

After written authorization to proceed with the Bidding or Negotiating Phase, the CONSULTANT shall:

- 5.1 Assist the TOWN in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, when authorized in the applicable TASK ORDER(S), attend pre-bid conferences.
- 5.2 Prepare any addenda with accompanying drawings or other material as required by TOWN and furnish a copy for each set of *Contract Documents* at actual cost of reproduction. Distribution will be made by the TOWN.
- 5.3 Consult with and advise the TOWN as to the acceptability of the prime Contractor as well as Subcontractors, suppliers, and other persons and organizations proposed by the prime Contractor(s) for those portions of the work where determination of such acceptability is required by the bidding documents. In addition, advise in the selection of a qualified list of general contractors for the subject project.
- 5.4 Assist the TOWN in obtaining, receiving, tabulating and evaluating bids or negotiating proposals and preparing construction contracts, materials, equipment and services.
- 5.5 Review bids received and submit to the TOWN Manager or her/his designee CONSULTANT's recommendation as to action to be taken upon the bids.

ARTICLE IV. RESPONSIBILITIES OF TOWN

In addition to payment for the Services performed under this Agreement, TOWN shall:

Item 1. Assist and cooperate with CONSULTANT to a reasonable extent and provide readily available information as identified by CONSULTANT to facilitate CONSULTANT's performance under this Agreement.

Item 2. Designate in writing a person to act as the TOWN's representative with respect to the work to be performed under this Agreement (hereafter the "TOWN Representative"). The CONSULTANT may rely upon the fact that the TOWN's Representative has complete authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. The TOWN Representative shall also (1) communicate the TOWN's policies and decisions to the CONSULTANT regarding the Services; (2) determine whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder, and (3) determine the merits of any allegation by the CONSULTANT respecting the TOWN's nonperformance of any obligations under this Agreement and/or any TASK ORDER(S) issued hereunder. All determinations made by the TOWN Representative, as outlined above, shall be final and binding upon the CONSULTANT in regard to further administrative review, but shall not be binding upon the CONSULTANT or TOWN in regard to appeals to a court of competent jurisdiction.

Item 3. Furnish CONSULTANT with reasonably available technical and other data in TOWN's possession including, but not limited to, data, maps, surveys, drawings, soils or geotechnical and other types of reports, and any other information required by, or useful to, CONSULTANT as may be identified by CONSULTANT to TOWN in performance of its Services under this Agreement. CONSULTANT shall take care to review information supplied for accuracy, but be reasonably entitled to rely upon the information

supplied by TOWN.

Item B.

Item 4. Notify CONSULTANT of any known or potential health or safety hazards existing at or near project or work sites.

Item 5. Provide access to and/or obtain permission for CONSULTANT to enter upon all TOWN properties, and provide assistance with access to properties not owned by the TOWN as required to perform and complete the Services.

Item 6. If CONSULTANT's scope of work includes services during construction, TOWN will require the construction contractor to indemnify and hold harmless CONSULTANT, its officers, employees, agents, and CONSULTANTS against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

TOWN will require the contractor to name CONSULTANT, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective Policy (OCP), and any builder's risk, or other property insurance purchased by TOWN or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

TOWN will furnish contractor's certificates of insurance evidencing that CONSULTANT, its officers, employees, agents, and CONSULTANTS are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the CONSULTANT shall be excess and noncontributory.

The certificates shall provide that CONSULTANT be given 30 Days' written notice prior to any cancellation thereof.

Item 7. Provide all legal services, including review of *Contract Documents*, accounting, and insurance consulting services as may be required for each TASK ORDER, and such auditing services as the TOWN may require to ascertain how or for what purpose the Contractor has used the money paid to him under the construction agreement.

ARTICLE V. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in this Agreement and/or any TASK ORDER(S) issued hereunder, the TOWN shall have sole responsibility as between TOWN and CONSULTANT for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et seq. and any state and/or federal regulations as related thereto.

ARTICLE VI. COMPENSATION

For the Services described in each TASK ORDER, TOWN agrees to pay, and CONSULTANT agrees to accept the total compensation in accordance with compensation terms included in the TASK ORDER. CONSULTANT may re-allocate compensation between tasks, provided total compensation is not exceeded without written approval (e-mail is sufficient) of TOWN Representative. For each defined service, or separately authorized TASK ORDER, a mutually acceptable fee shall be negotiated when the scope of such proposed authorization has been defined. In the event that a specific fee is not established, the hourly rate schedule contained in **Exhibit "B"** attached hereto shall control. The rate schedule shall be revised

annually and furnished to the TOWN prior to its effective date. The revised hourly rate schedule shall take effect unless written notice is received from the TOWN Representative that the revised rates are accepted. Provided further that CONSULTANT agrees that the rates on its hourly rate schedule shall not be increased above three percent (3%) of existing accepted rates per calendar year during the term of this Agreement. Compensation shall be billed monthly in summary form. For other than lump-sum contracts, the TOWN shall only be obligated to pay for those Services that the CONSULTANT can demonstrate are reasonable, provable, and within the scope of services of any TASK ORDER(S).

Item B.

ARTICLE VII. DIRECT AND REIMBURSABLE EXPENSES

The TOWN shall reimburse the CONSULTANT for certain direct out-of-pocket expenses (see itemized list below). Such direct charges shall be submitted to the TOWN on a timely basis at actual cost, verified by appropriate written bills, invoices, statements, etc. Reimbursable expenses shall not exceed \$3,000.00 except when authorized in advance in writing by TOWN or included in the TASK ORDER.

Item 1. Travel and Subsistence

The actual cost of travel and subsistence expense(s) incurred while performing authorized TOWN business. Travel performed in the CONSULTANT's vehicle shall be at the calculation rate authorized by the TOWN for its employees from time to time pursuant to TOWN ordinance(s) and/or Florida Law. Air travel, if required, shall be reimbursed at the economy class fare.

Item 2. Printing and Reproduction

The reasonable costs of reproduction of reports, plans, and specifications except as otherwise provided in this Agreement and/or any TASK ORDER(s) issued hereunder, plus the hourly cost of the CONSULTANT's staff incurred for administration.

Item 3. Services of Others

For services of others when included in the TASK ORDER, the actual cost of such services plus the hourly cost of the CONSULTANT's staff incurred for administration.

Item 4. Miscellaneous

Such other miscellaneous direct charges as may be approved by the TOWN Manager or TOWN's Representative, plus the hourly cost of the CONSULTANT's staff incurred for administration.

ARTICLE VIII. PAYMENTS

Item 1. Payment for Authorized Services

Payment for authorized Services rendered, including direct and reimbursable costs, shall be payable in approximate proportion to the degree and/or percentage of completion of the work as estimated by the CONSULTANT, subject to approval of the TOWN's Representative. Payment shall be made within forty-five (45) Calendar Days of receipt of invoice as provided by Section 218.74, Florida Statutes.

Item 2. Payment Withheld

When the TOWN has reasonable ground for belief, or information to believe that: (1) the CONSULTANT will be unable to perform the Services set forth under this Agreement and/or any TASK ORDER(S) issued hereunder; or (2) a meritorious claim exists against the CONSULTANT or the TOWN arising out

of the CONSULTANT's negligence or the CONSULTANT's breach of any provision of this Agreement or any TASK ORDER(S) issued hereunder; then the TOWN may withhold payment otherwise due and payable to the CONSULTANT; provided, however, that the TOWN shall not unreasonably withhold other payment(s) that may not otherwise be in dispute. Any payment so withheld may be retained by the TOWN for such period as it deems advisable, in its sole and absolute discretion, to protect the TOWN against any loss or deprivation that the TOWN may incur pursuant to this Subsection or as may be determined by a court of competent jurisdiction.

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This provision is intended solely for the benefit of the TOWN and no person shall have any right against the TOWN and/or its employees and officials by reason of the TOWN's withholding of payment(s). Interest [*one percent (1%) simple interest, per month*] shall only be payable by the TOWN on any amounts withheld under this provision if the TOWN has acted without justification. This provision is not intended to limit or in any way prejudice any other right the TOWN may have in this regard or any right or defense that the CONSULTANT might choose to exercise against the TOWN.

Item 3. Termination

Upon the termination of this Agreement and/or any TASK ORDER(S) issued hereunder, the CONSULTANT shall prepare a final and complete payment statement for all Services and reimbursable expenses incurred since the posting of the last payment statement and through the date of termination. The final payment statement shall be subject to all of the provisions described in **Article XXVII** of this Agreement.

Item 4. Final Payment

The acceptance by the CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this Agreement or any TASK ORDER(S) issued hereunder, shall constitute a full and complete release of the TOWN from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that the CONSULTANT, its successors, or assigns have or may have against the TOWN under the provisions of this Agreement and/or any TASK ORDER(S) issued hereunder, unless otherwise previously and properly filed pursuant to the provisions of this Agreement in a court of competent jurisdiction and/or as may be determined by the TOWN. This Subsection does not affect any other portion of this Agreement and/or any TASK ORDER(S) issued hereunder, that extends obligations of the parties beyond final payment.

Under present Florida Law, the TOWN is exempt from sales taxes imposed upon professional services when the TOWN purchases such services directly. The CONSULTANT agrees to pay actual taxes (exclusive of multiplier) imposed and/or assessed as a result of the provision of any Services provided under this Agreement and/or TASK ORDER(S) issued hereunder. The TOWN and the CONSULTANT agree that this Subsection may be modified by a duly executed amendment in the event of future changes to Florida Law that affect the parties, terms, or conditions of this Agreement.

ARTICLE IX. SCHEDULE OF WORK

The TOWN shall have the sole rights to determine on which unit(s) or section(s) of the services to be performed under this Agreement and/or any TASK ORDER(S) issued hereunder that the CONSULTANT shall proceed and in what order. Authorization by the TOWN, through the TOWN Manager, his designee or TOWN Representative, in writing through the issuance of a TASK ORDER, shall cover in detail the scope, timing and intent of the proposed professional consulting services. The TASK ORDER shall specify the timing of the Services to be performed and provide additional direction on when written approval is necessary to continue with additional tasks.

ARTICLE X. RESPONSIBILITY OF CONSULTANT

Item B.

Item 1. Standard of Care Professional Services

Subject to the limitations prescribed and/or identified in the agreed scope of work as related to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement and/or any TASK ORDER(S) issued hereunder, CONSULTANT shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent professional consulting firms in effect at the time CONSULTANT'S Services are rendered.

Item 2. Reliance upon Information Provided by Others

If CONSULTANT's performance of any TASK ORDER(S) and/or Services hereunder requires CONSULTANT to rely on information provided by other parties (excepting CONSULTANT's subcontractors), CONSULTANT shall not be required to independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by TOWN. The CONSULTANT shall be responsible for advising the TOWN when the validity, completeness or accuracy of information is of concern.

Item 3. CONSULTANT'S Opinion of Costs

TOWN acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. TOWN acknowledges that such influences may not be precisely forecasted and are beyond the control of CONSULTANT and that actual costs incurred may vary substantially from the estimates prepared by CONSULTANT. CONSULTANT does not warrant or guarantee the accuracy of construction or development cost estimates.

ARTICLE XI. AUDIT RIGHTS

The TOWN reserves the right to audit the records of the CONSULTANT related to compensation issues associated with an authorized TASK ORDER at any time during the execution of the TASK ORDER and for a period of one (1) year after final payment is made to the CONSULTANT. Failure of the CONSULTANT to maintain sufficient auditable records shall authorize the TOWN to determine, at its sole and conclusive discretion, the time and cost expended from information maintained by the CONSULTANT relevant to the services performed under this Agreement and any TASK ORDER(S) issued hereunder. The CONSULTANT's staff will be compensated on an hourly rate basis for assisting the TOWN in its audit process and the TOWN shall pay for the reasonable cost of reproducing such records in accordance with the provisions of **Article VII**, Item 2 of this Agreement.

ARTICLE XII. ASSIGNMENT

The CONSULTANT shall not sublet, assign, or transfer this Agreement and/or any TASK ORDER(S) issued hereunder and/or any interest and/or work under this Agreement and/or any TASK ORDER(S) issued hereunder without the written consent of the TOWN.

ARTICLE XIII. SPECIAL PROJECTS

Periodically, the TOWN may require professional consulting services on special projects which are

funded, in whole or in part, by various State or Federal agencies as well as TOWN bond issues. The TOWN, by virtue of its strict compliance with the Act, reserves the right to either authorize CONSULTANT to proceed, by the issuance of a TASK ORDER, with such a special project without further competitive negotiations, or the TOWN may, at its discretion, reinstate competitive negotiations under the Act to select a consultant for that individual special project. Any additional requirements imposed and/or prescribed by such State or Federal agencies, when performing professional consulting services on and/or for special projects, shall also be acknowledged and satisfied.

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ARTICLE XIV. CONSULTANT'S WORK PRODUCT

Item 1. Scope

CONSULTANT's work product, which is prepared solely for the purposes of this Agreement and/or any TASK ORDER(S) issued hereunder, including, but not limited to, drawings, test results, recommendations and technical reports, whether in hard copy or electronic form, shall become the property of TOWN when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. Pursuant to Florida Law, all correspondence(s) between the TOWN and CONSULTANT are public records and subject to public records requests.

CONSULTANT and TOWN recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the Services performed under this Agreement and/or any TASK ORDER(S) issued hereunder. TOWN's alteration of CONSULTANT's work product or its use by TOWN for any other purpose shall be at TOWN's sole risk, and TOWN shall hold harmless and indemnify CONSULTANT against all losses, damages, costs and expense, including reasonable attorneys' fees, arising out of or related to any such alteration or unauthorized use.

Item 2. Electronic Copies

If requested, solely as an aid and accommodation to TOWN, CONSULTANT may provide copies of its work product documents in computer-readable media ("electronic copies" more specifically "CADD Files"). CONSULTANT will maintain the original copy, which shall serve as the official, archived record of the electronic documents. TOWN agrees to hold harmless, indemnify and defend CONSULTANT from any claims arising out of or relating to any unauthorized change or alteration by the TOWN of electronic copies.

If requested, solely as an aid and accommodation to TOWN, CONSULTANT shall provide copies of its work product documents in computer-readable media ("electronic copies," more specifically "CADD Files"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. TOWN is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. CONSULTANT will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. TOWN agrees to hold harmless, indemnify and defend CONSULTANT from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

Item 3. Limitation on Indemnity

To the extent this Agreement calls for the TOWN to indemnify CONSULTANT, the TOWN does not intend to waive any sovereign immunity. Further regardless of whether any such obligations which are the subject of any indemnification by the TOWN hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the TOWN and any indemnification

provision shall be limited in the same manner that would have applied if such obligations were based on or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as amended from time to time, as between the TOWN and CONSULTANT.

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ARTICLE XV. INDEMNIFICATION AND INSURANCE

Item 1. CONSULTANT'S F.S. § 725.08 Indemnifications

1.1 CONSULTANT shall indemnify and hold harmless the TOWN, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, damages – including but not limited to all fees and charges of attorneys, and other professionals, and all court or other dispute resolution costs, both trial and appellate – liabilities, expenditures, or causes of action of any kind, including negligent, reckless, or willful or intentional acts or omissions of CONSULTANT and any person or organization directly or indirectly employed by CONSULTANT to perform or furnish any work or anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in this *Agreement*, any services pursuant to any TASK ORDER(S) issued hereunder, or in the project or any work order. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities and expenses arising out of or from:

- (a) any act, omission or default of the CONSULTANT or its employees or agents, including negligent, reckless, willful or intentional acts or omissions;
- (b) any and all bodily injuries, sickness, disease or death;
- (c) injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this *Agreement*, any TASK ORDER(S) issued hereunder or any project, task or work performed thereunder; and
- (e) the violation of any federal, state, county or TOWN laws, by-laws, ordinances or regulations by CONSULTANT or its employees, or agents.

For purposes of compliance with Florida law, CONSULTANT acknowledges that the indemnifications given in this paragraph shall be deemed a part of the services pursuant to any TASK ORDER(S) issued hereunder, or in the project or any work order project specifications and Contract Documents and are given pursuant to and to the maximum extent allowed by §725.08, Florida Statutes (2023).

1.2 CONSULTANT'S F.S. § 725.06 Indemnifications

CONSULTANT shall indemnify, defend, and hold harmless the TOWN, its elected officials, officers, agents and employees, from liability for damages to persons or property caused in whole or in part by any act, omission, or default of CONSULTANT, specifically including negligent, grossly negligent, intentional, willful and reckless acts, done, made or failed to be done or made in the performance of any services as may be described or provided in this *Agreement*, any services pursuant to any TASK ORDER(S) issued hereunder, or in the project or any work order which relates to, pertains to, or arises from this *Agreement*. CONSULTANT also agrees to indemnify, defend, save and hold harmless the TOWN, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against the TOWN, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent

rights claimed by any person, firm, or corporation. For purposes of compliance with Florida law, CONSULTANT acknowledges that the indemnifications in this provision shall be deemed a part of the project specifications and Contract Documents and are given pursuant to and to the maximum extent allowed by the provisions of §725.06, Florida Statutes (2023). Indemnification shall have a monetary limitation of no less than the sum of five million dollars and zero cents (\$5,000,000.00) per occurrence, which the parties declare to bear a reasonable commercial relationship to this Agreement.

1.3 Payment of Claims

In the event of any liabilities, damages, losses, costs, expenditures, fines or fees which fall within the indemnities set forth above in Article XV, paragraphs 1.1 and 1.2 of this Agreement, payment of any amount due pursuant thereto shall, after receipt of written notice by CONSULTANT from the TOWN that such amount is due, be made by CONSULTANT prior to the TOWN being required to pay same, or in the alternative, the TOWN, at the TOWN’S option, may make payment of an amount so due and CONSULTANT shall promptly reimburse the TOWN for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the day of the TOWN’S payment.

1.4 Defense of TOWN; Attorneys’ Fees, Costs and Expenses

CONSULTANT agrees, at its own expense, after receipt of written notice from the TOWN, to defend any action against the TOWN that falls within the scope of the indemnities set forth above in Article XV, paragraphs 1.1 and 1.2 of this Agreement. At its option, the TOWN may elect to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONSULTANT. Additionally, if CONSULTANT, after receipt of written notice from the TOWN, fails to make any payment due hereunder to the TOWN, CONSULTANT shall pay any reasonable attorney’s fees or costs incurred by the TOWN in securing any such payment from TOWN. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the TOWN’S favor.

1.5 Consideration for Indemnifications

CONSULTANT acknowledges that Five Hundred Dollars (\$500.00) of the amount paid to it under this Agreement is in consideration, for all contractual indemnifications given by it to the TOWN in Article XV and deems such sum to be adequate consideration.

Item 2. INSURANCE

2.1 Insurance in General

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement and/or any TASK ORDERS issued hereunder, with an insurer or insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth herein. As evidence of compliance with the insurance required herein, CONSULTANT shall furnish the TOWN with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the TOWN and the TOWN’S members, officials, officers and employees as additional insureds in the Commercial General Liability

coverage;

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- (b) the original of the policy(ies); and/or
- (c) other evidence satisfactory to the TOWN.

Until such coverage is no longer required by this Agreement, CONSULTANT shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

2.2 Types of Insurance and Limits of Liability

2.2.1 Workers' Compensation/Employers' Liability

Such insurance shall be no more restrictive than that provided by the Standard Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the TOWN with thirty (30) days written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$500,000 Each Accident
- \$500,000 Disease – Policy Limit
- \$500,000 Disease – Each Employee

2.2.2 Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the TOWN with thirty (30) Days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The TOWN and the TOWN's members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement).

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

2.2.3 Automobile Liability Insurance

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Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the TOWN with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

2.2.4 Professional Liability

Such insurance shall be on a form acceptable to the TOWN and shall cover CONSULTANT for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Claim
\$ 1,000,000 Annual Aggregate

2.3 Insurance Administration

Insurance certificates, evidencing all insurance coverage referred to in this Subsection (hereafter the "Insurance Certificates"), shall be filed (or be on file) with the TOWN at least ten (10) Calendar Days after the final execution of this Agreement. The Insurance Certificates shall be fully acceptable to the TOWN in both form and content, and shall provide and specify that the related insurance coverage shall not be canceled (hereafter the "Coverage Change") without at least thirty (30) Calendar Days prior written notice having been given to the TOWN. The CONSULTANT further agrees that no material modification or reduction shall be made to any insurance policy coverage referred to in this Agreement, unless the CONSULTANT gives written notice to the TOWN [within seven (7) Calendar Days of the CONSULTANT's having been given notice by the insurer] of such material modification or reduction. "Material modification" shall mean but not be limited to, reduction in the limit of liability by endorsement to the policy during the policy period, change and types of claims payable, or any other change that significantly reduces the coverage originally provided in the policy's terms. The CONSULTANT shall have thirty (30) Calendar Days following such Coverage Change to file an Insurance Certificate with the TOWN, demonstrating that the particular coverage has either been reinstated, or has been provided through another insurer(s) that is (are) acceptable to the TOWN. Failure of the CONSULTANT to obtain the TOWN's approval, or to satisfy the TOWN in this matter of Insurance Certificates, shall be grounds for termination of the Agreement as specified in **Article XVII**. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the TOWN, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by the TOWN within the time limits described in this Subsection.

2.4 TOWN's Right to Inspect Policies

The CONSULTANT shall, upon thirty (30) Business Days' written request from the TOWN, deliver copies to the TOWN of any or all insurance policies that are required in this Agreement. Provided that

CONSULTANT shall be entitled to redact all confidential information on copies of all such policies of insurance that are delivered to the TOWN. It being the intent of the parties that the TOWN shall review copies of all policies in order to determine appropriate and relevant coverage, limits, deductibles, insurance exclusions and other information related thereto. Item B.

2.5 Miscellaneous

- (a) The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the TOWN or the TOWN's members, officials, officers or employees.
- (b) Except where prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. CONSULTANT shall pay on behalf of the TOWN or the TOWN's members, officials, officers and employees any deductible or self-insured retention applicable to a claim against the TOWN or the TOWN's members, officials, officers, agents and employees.
- (c) The insurance provided by the CONSULTANT shall be endorsed to provide that the Insurer waives its rights against the TOWN and the TOWN's members, officials, officers and employees.
- (d) Compliance with these insurance requirements shall not limit the liability of CONSULTANT. Any remedy provided to the TOWN by the insurance provided by CONSULTANT shall be in addition to and not in lieu of any other remedy (including but not limited to, as an indemnitee of CONSULTANT) available to the TOWN under this Agreement or otherwise.
- (e) Neither approval nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT from responsibility to provide insurance as required by this Agreement.

2.5.1 CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement and/or any TASK ORDER(S) issued hereunder agrees that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance. All required insurance policies shall preclude any insurer's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above-described insurance. Violation of the terms of this paragraph and its subparts shall constitute a breach of the Agreement, and the TOWN, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate. The TOWN reserves the right to require or adjust any of the insurance coverage it deems necessary depending upon the company, the Services to be provided under this Agreement and/or any TASK ORDER(S) issued hereunder, or the potential exposures. The CONSULTANT shall not commence performance of duties under this Agreement and/or any TASK ORDER(S) issued hereunder until the CONSULTANT has obtained all insurance coverage required under this paragraph and this Agreement and all Insurance Certificates have been approved by the TOWN, nor shall the CONSULTANT allow any sub-consultant to commence performance of duties under any TASK ORDER with the TOWN until all similar such insurance coverage and Insurance Certificates required of the sub-consultant have been obtained and approved by the TOWN or the TOWN Representative.

Item 3. No Waiver of Sovereign Immunity/Limits of Liability

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Nothing herein is intended to act as a waiver of the TOWN’s sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

ARTICLE XVI. CONFIDENTIALITY

Subject to Florida Law, CONSULTANT agrees it will maintain the confidentiality of material it receives from TOWN, which TOWN has clearly identified as "confidential", and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of TOWN. Notwithstanding the foregoing, CONSULTANT shall have no confidentiality obligation with respect to information that:

(a) becomes generally available to the public other than as a result of disclosure by CONSULTANT or its agents or employees;

(b) was available to CONSULTANT on a non-confidential basis prior to its disclosure by TOWN; or

(c) becomes available to CONSULTANT from a third party who is not, to the knowledge of CONSULTANT, bound to retain such information in confidence.

In the event CONSULTANT is compelled by subpoena, court order, or administrative order to disclose any confidential information, CONSULTANT shall promptly notify TOWN and shall cooperate with TOWN prior to disclosure so that TOWN may take necessary actions to protect such confidential information from disclosure.

ARTICLE XVII. SUSPENSION AND/OR TERMINATION OF WORK

Any Services being performed under this Agreement and/or any TASK ORDER(S) issued hereunder may be suspended as follows:

Item 1. By TOWN

By written notice to CONSULTANT, TOWN may suspend all or a portion of the Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder if unforeseen circumstances beyond TOWN’s control make normal progress of the Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder impracticable. If suspension is greater than sixty (60) business days, then CONSULTANT shall have the right to terminate this Agreement in accordance with Article XVIII of this Agreement. TOWN’s suspension of any Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder shall be without prejudice to any other remedy of TOWN at law or equity.

Item 2. By CONSULTANT

By written notice to TOWN, CONSULTANT may suspend the Services provided under this Agreement and/or TASK ORDER(S) issued hereunder if CONSULTANT reasonably determines that working conditions at the site and/or location (outside CONSULTANT's control) are unsafe, or in violation of applicable laws. CONSULTANT's suspension of any Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder shall be without prejudice to any other remedy of CONSULTANT at law or equity.

ARTICLE XVIII. TERMINATION OF AGREEMENT

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Item 1. This Agreement may be terminated by TOWN as follows: (1) for its convenience on 30 Calendar Days' written notice to CONSULTANT, or (2) for cause, if CONSULTANT or any entity utilized by CONSULTANT to provide services under this Agreement and/or any TASK ORDER(s) issued hereunder materially breaches this Agreement and/or any TASK ORDER(s) issued hereunder through no fault of TOWN and CONSULTANT neither cures such material breach nor makes reasonable progress toward cure within 15 Business Days after TOWN has given written notice of the alleged breach to CONSULTANT.

Item 2. This Agreement and/or any TASK ORDER(s) issued hereunder may be terminated by CONSULTANT as follows: (1) for cause, if TOWN materially breaches this Agreement through no fault of CONSULTANT and TOWN neither cures such material breach nor makes reasonable progress toward cure within 15 business days after CONSULTANT has given written notice of the alleged breach to TOWN, or (2) upon five (5) Business Days' notice if Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder have been suspended by either TOWN or CONSULTANT for more than 60 calendar days in the aggregate.

Item 3. Payment upon Termination In the event of termination, CONSULTANT shall perform such additional Services as is reasonably necessary for the orderly closing of the Services being performed under this Agreement and/or any TASK ORDER(S) issued hereunder. CONSULTANT shall be compensated for all Services performed prior to the effective date of termination, plus Services required (as were authorized under this Agreement and/or any TASK ORDER(S) issued hereunder for the orderly closing of the Services being performed under this Agreement and/or any TASK ORDER(S) issued hereunder, including: (1) authorized Services performed up to the termination date; (2) all efforts necessary to document the Services completed or in progress; and (3) any termination reports requested by TOWN in writing.

ARTICLE XIX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by TOWN or CONSULTANT without prior, written consent of the other.

ARTICLE XX. NO BENEFIT FOR THIRD PARTIES

The services to be performed by CONSULTANT are intended solely for the benefit of TOWN, and no benefit shall be conferred on, nor contractual relationship shall be established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on CONSULTANT's services, opinions, recommendations, plans, or reports without the express written consent of CONSULTANT. No right to assert a claim against the CONSULTANT, its officers, employees, agents, or CONSULTANTs shall accrue to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the CONSULTANT's Services under this Agreement and/or any Task Order issued hereunder.

ARTICLE XXI. APPLICABLE LAW; STATE LAW COMPLIANCE

Item 1. Compliance with Applicable Law.

The CONSULTANT shall comply with any and all applicable federal, state, and local rules, regulations, resolutions, ordinances and/or laws as they relate to the provisions of this Agreement and/or any TASK ORDER(s) issued hereunder; and CONSULTANT specifically acknowledges the

applicability of the public record provisions of Florida Law. The CONSULTANT represents and warrants unto the TOWN that no elected official, officer, employee, or agent of the TOWN has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the TOWN that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value (Value) to any person, company, corporation, individual, or firm, other than bona fide personnel working solely for the CONSULTANT, in consideration for or contingent upon, or resulting from the award or making of this Agreement. Further, the CONSULTANT also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Agreement. It is absolutely understood and agreed by the CONSULTANT that, for the breach or violation of this Subsection, the TOWN shall have the right to terminate this Agreement without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any value paid by the CONSULTANT. The CONSULTANT shall also require, by contract, that all subconsultants shall comply with the provisions of this Subsection.

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Item 2. State Law Compliance.

(a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Agreement, CONSULTANT certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONSULTANT understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this Agreement at the TOWN's option if the CONSULTANT is found to have submitted a false certification.

(b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Agreement, CONSULTANT certifies that it is not on the convicted vendor list.

(c) ***Drug-Free Workplace.*** By executing this Agreement, CONSULTANT certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

(d) **E-Verify.** By entering into this Agreement, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONSULTANT and any subcontractor hired by the CONSULTANT. If the CONSULTANT enters into a contract with a subcontractor, the subcontractor must provide the CONSULTANT with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. 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 CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination.

(e) **No Consideration of Social, Political, and Ideological Interests.** CONSULTANT acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor’s social, political or ideological interests or requesting documentation from, or considering, a prospective contractor’s social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONSULTANT affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONSULTANT’s social, political, or ideological interests in the award of this Agreement.

(f) **Contracting with Foreign Entities.** By executing this Agreement, CONSULTANT certifies that it is not owned by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively “Foreign Countries of Concern”), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONSULTANT certifies that no government of a Foreign Country of Concern has a “controlling interest” in CONSULTANT as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONSULTANT organized under the laws of a Foreign Country of Concern, nor does the CONSULTANT have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the CONSULTANT to access the personal identifying information of any individual, CONSULTANT agrees to notify the TOWN in advance of any contemplated transaction that would cause CONSULTANT to be disqualified from such access under Section 287.138 of the Florida Statutes. CONSULTANT agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

ARTICLE XXII. FORCE MAJEURE

CONSULTANT shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of TOWN to furnish timely information or to approve or disapprove CONSULTANT's instruments of service promptly, and (4) faulty performance or nonperformance by TOWN, TOWN's independent CONSULTANTs or contractors, or governmental agencies. CONSULTANT shall not be liable for damages arising out of any such delay, nor shall the CONSULTANT be deemed to be in breach of this Agreement as a result thereof.

ARTICLE XXIII. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or

circumstances shall to any extent, be deemed by a court of competent jurisdiction to be lawfully invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The TOWN and CONSULTANT further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Item B.

ARTICLE XXIV. VENUE

Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement and/or any TASK ORDER(S) issued hereunder shall be brought exclusively in the State Courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

ARTICLE XXV. ATTORNEYS' FEES

In the event either the TOWN or the CONSULTANT brings an action against the other to interpret and/or enforce this Agreement and/or any TASK ORDER(S) issued hereunder and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

ARTICLE XXVI. NOTICES

All notices, demands, requests, consents, approvals, and other communications (collectively, "Notices"), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

CONSULTANT: Company Name
Attn:
Address
TOWN, State ZIP
Phone: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx

TOWN: Linda Bourgeois, TOWN of Lake Alfred
Attn: RFP 23-01
155 E. Pomelo Street
Lake Alfred, Florida 33850
Phone: (863) 291-5270

With a copy to: *(which shall not constitute notice)*
Frederick J. Murphy, Jr., Esquire
TOWN Attorney
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address shall be effective.

ARTICLE XXVII. MISCELLANEOUS PROVISIONS

Item 1. Documents, drawings, specifications, and electronic information/data, including computer aided drafting and design (“CADD”), prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by TOWN or others on extensions of the Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from CONSULTANT will be at TOWN’s sole risk and without liability to CONSULTANT. Electronic data delivered to TOWN shall be for TOWN’s convenience only and shall not include the professional stamp or signature of an engineer or architect.

Item 2. TOWN agrees that in accordance with generally accepted construction practices, unless otherwise set forth in a specific TASK ORDER, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the PROJECT, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. CONSULTANT shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. CONSULTANT shall not have the authority to stop or reject the work of the construction contractor.

Item 3. Any opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of TOWN. Since CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to TOWN.

Item 4. Waiver of Claim

The CONSULTANT and the TOWN hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

Item 5. TOWN’s Agent

The TOWN will assign an agent based upon the Department/Division requesting the work. The assigned agent shall act as the TOWN’s agent with respect to the Services to be rendered by the CONSULTANT hereunder, and shall transmit instructions, receive information, and communicate the TOWN’s policies and decisions to the CONSULTANT.

Item 6. CONSULTANT’S Project Team

Item B.

Subject to the approval of the TOWN or TOWN Representative, the CONSULTANT shall assign members of its staff as the CONSULTANT’S principal-in-charge, project manager and key personnel (hereafter the “Project Team”), who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the TOWN and the TOWN or TOWN Representative shall approve in writing, as a part of each TASK ORDER, the authority and powers that the CONSULTANT’S Project Team shall possess during the life of that TASK ORDER. The CONSULTANT acknowledges that the TOWN shall have the right to approve the CONSULTANT’S Project Team, and that the CONSULTANT shall not change any member of its Project Team without the written approval of the TOWN or the TOWN Representative. Furthermore, if any member of the CONSULTANT’S Project Team is removed from his TASK ORDER duties, or his employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT’S Project Team member terminated his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the TOWN or the TOWN Representative’s written approval. The TOWN agrees that its approval shall not be unreasonably withheld.

Item 7. Non-Exclusive Agreement

This Agreement is non-exclusive, and may be terminated at the TOWN’s convenience with the proper notice having been given to the CONSULTANT pursuant to **Article XVIII**. It is understood and acknowledged that the rights granted herein to the CONSULTANT are non-exclusive, and the TOWN shall have the right, at any time, to enter into similar agreements with other environmental consultants, subconsultants, and so forth, to have them perform such professional services as the TOWN may desire.

Item 8. Licenses

The CONSULTANT shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services performed under this Agreement and/or any TASK ORDER(S) issued hereunder. The CONSULTANT shall also require all subconsultants to comply by contract with the provisions of this Subsection.

Item 9. Compliance With New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the TOWN or the CONSULTANT to qualify for local, state or federal funding for the Services to be rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the TOWN shall have the right, by written notice to the CONSULTANT, to terminate this Agreement for convenience. Furthermore, if the CONSULTANT’S compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, and/or to any TASK ORDER(S) issued hereunder, then the TOWN agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend all related TOWN/CONSULTANT contractual obligations, and to revise such TASK ORDER budgets accordingly.

Item 10. License Fee and Royalties

The CONSULTANT agrees that any invention, design, process, product, devise, proprietary system, or proprietary process for which an approval (of any type) may be necessary, shall be paid for by the TOWN, but shall be secured by the CONSULTANT (or, at the CONSULTANT’S direction, by the Contractor

during the CONSULTANT's construction phase services as may be memorialized in a TASK ORDER before the completion of any TASK ORDER.

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ARTICLE XXVIII. SUBORDINATION OF TASK ORDERS

The provisions of this Agreement are superior to any provision(s) set forth in a subsequent TASK ORDER entered into pursuant to the terms of this Agreement. In the event of any discrepancy between the language of this Agreement and any subsequent TASK ORDER, the provisions of any such TASK ORDER are subject and subordinate to the provisions of this Agreement and the language of this Agreement shall prevail.

ARTICLE XXIX. HEADINGS

Any section or paragraph headings appearing in this Agreement have been inserted for the sole purpose of convenience and ready reference of the parties. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections and paragraphs to which they may pertain.

ARTICLE XXX. GOVERNING LAW

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and governed by the laws of the State of Florida, only.

ARTICLE XXXI. REMEDIES AND COSTS

Subject to the provisions in **Article XV** of this Agreement, all remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of, exclusive of each other or of any other remedy available to either party, at law or in equity. No delay or omission to exercise any TOWN right or TOWN power accruing upon any event of default shall impair any TOWN right or TOWN power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every TOWN right and TOWN power may be exercised from time to time as often as may be deemed expedient.

ARTICLE XXXII. TIMELINESS

The TOWN and the CONSULTANT acknowledge and understand that time is of the essence in this Agreement, and that the Services shall be performed in as expeditious a manner as may be in accord with the nature of each Project.

ARTICLE XXXIII. PUBLIC ENTITY CRIME

Any person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the TOWN, nor be allowed to enter into a subcontract for work on this Agreement, if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material representation. Any Agreement with the TOWN obtained in violation of this Section shall be subject to termination for cause. A sub-consultant who obtains a subcontract in violation of this Section shall be removed from the TASK ORDER and/or Services provided thereunder and promptly replaced by a sub-consultant acceptable to the TOWN.

ARTICLE XXXIV. ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

ARTICLE XXXV. AUTHORIZATION

Both the TOWN and CONSULTANT represent to one another that all the necessary actions to execute this Agreement have occurred and that both parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

ARTICLE XXXVI. REPRESENTATIONS AND WARRANTIES

Each party signing this Agreement on behalf of TOWN and CONSULTANT represents and warrants that he or she has read, understands, and acknowledges any and all of the conditions and requirements as set forth herein.

ARTICLE XXXVII. GENDER NEUTRAL

For purposes of this Agreement, any and all gender-specific references, classifications and/or language shall be interpreted to be gender-neutral.

ARTICLE XXXVIII. CONSTRUCTION

The TOWN and CONSULTANT acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in accordance with the terms contained herein.

ARTICLE XXXIV. CALCULATION OF TIME

The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in "calendar days" which means any and all days in a 365 Day calendar year; and "business days" shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the TOWN. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday by the TOWN, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available business day which the TOWN is open for business to the public.

ARTICLE XXXX. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including any subcontractor.

ARTICLE XXXXI. INDEPENDENT CONTRACTOR

Item B.

Notwithstanding any provision of this Agreement and/or any TASK ORDER issued hereunder the CONSULTANT and TOWN agree that the CONSULTANT is an independent contractor for all purposes and when performing any Services under this Agreement and/or any TASK ORDER(S) issued hereunder.

ARTICLE XXXXII. EXHIBITS

All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

ARTICLE XXXXIII. DUTY TO COOPERATE AND ACT IN GOOD FAITH

The TOWN and CONSULTANT acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement and any and all TASK ORDER(S) issued hereunder be performed in accordance with the terms, covenants and conditions contained herein; and both the TOWN and CONSULTANT shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

ARTICLE XXXXIV. PUBLIC RECORDS

Public Records. CONSULTANT agrees to:

1. Keep and maintain public records required by the Town to perform in accordance with the terms of this RFQ and Contract Documents.
2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration/term of this Agreement and following completion of this Agreement and/or any amendment(s) issued hereunder if the Consultant does not transfer the records to the Town.
4. Upon completion of this Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the public agency upon completion of this Agreement and/or any amendment(s) issued hereunder, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement and/or any amendment(s) issued hereunder, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT 863-438-8330, EXT. 238, TDouthat@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the CONSULTANT does not comply with a public records request, TOWN shall enforce the Agreement and/or any TASK ORDER(S) provisions which may include immediate termination of Agreement and any TASK ORDER(S) issued hereunder. **This Section shall survive the termination of this Agreement.**

Item B.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written

Item B.

Consultant:

[_____]
By: _____
_____, *Managing Member*

Witness

Witness

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
My commission expires: _____

TOWN:

Item B.

TOWN OF DUNDEE

By: _____
Sam Pennant, Mayor

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

RFP-24-06 AGREEMENT

THIS AGREEMENT (hereafter the “Agreement”) is made and entered into this 23rd day of April, 2024, by and between **MID-FLORIDA DIESEL, INC., an active Florida corporation authorized to transact business in the State of Florida** (hereinafter referred to as the "VENDOR"), and the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "TOWN").

FACTUAL RECITALS

WHEREAS, on March 26, 2024, the TOWN received sealed bids for RFP 24-06 soliciting competitive bids for the design and construction and installment of emergency generators; and

WHEREAS, a copy of the RFP 24-06 is attached hereto as **Composite Exhibit “A”** and incorporated herein by reference; and

WHEREAS, VENDOR submitted a response to RFP 24-06 in the total amount of \$156,995.00 (the “Response”); and

WHEREAS, a copy of the Response is attached hereto as **Composite Exhibit “B”** and made a part hereof by reference; and

WHEREAS, on April 9, 2024, the Town of Dundee Town Commission (the “Commission”) found the Response to be the most advantageous to the TOWN, and VENDOR was selected to perform the necessary work associated with RFP 24-06; and

WHEREAS, TOWN has found that the VENDOR possesses the qualifications necessary to satisfactorily perform the work and/or services contemplated in this Agreement; and

WHEREAS, TOWN desires to engage the VENDOR to perform certain services which include, but are not limited to, the services necessary to perform in strict accordance with the requirements set forth by RFP 24-06 (see **Exhibit “A”**); and

WHEREAS, VENDOR agrees and represents that it will furnish all labor, materials, and equipment necessary to perform the services which are the subject of RFP 24-06; and

WHEREAS, VENDOR acknowledges and represents that any person(s) executing this Agreement on its behalf has read, examined and understands the scope of the construction services to be performed, conditions and requirements set forth by this Agreement and its exhibits which are incorporated herein by reference; and

WHEREAS, VENDOR acknowledges that this Agreement has been fairly negotiated by each party’s respective legal counsel and at arm’s length; and, as such, VENDOR has expressed its desire and willingness to perform the services in accordance with the terms and requirements set forth by this Agreement; and

WHEREAS, as a result of the representation(s), qualification(s), and expressed desire of the **VENDOR** to perform the services, the **TOWN** desires to enter into this Agreement with the **VENDOR**; and

WHEREAS, **VENDOR** agrees to perform the services in strict accordance with the terms, conditions, and provisions set forth in this Agreement and its exhibits which are incorporated herein by reference; and

WHEREAS, **VENDOR** acknowledges, agrees and represents that it will perform the services and/or contract requirements in strict accordance with the pricing set forth by the Response (see **Exhibit “B”**); and

WHEREAS, it is in the best interests and will promote the health, safety and welfare of the citizens and residents of the **TOWN** for the **TOWN** and **VENDOR** to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the **TOWN** agrees to retain the **VENDOR** and **VENDOR** agrees to perform the agreed upon services, as described herein, and upon the following terms and conditions:

I. INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the **TOWN** and **VENDOR**. RFP 24-06 (see **Exhibit “A”**) and the **VENDOR**’s Response (see **Exhibit “B”**) are attached hereto as **Composite Exhibits “A” and “B”** and are hereby incorporated by reference and will constitute part of this Agreement and be considered contract documents.

II. DEFINITIONS

Words used in this Agreement shall possess their everyday and ordinary meaning, provided however, that where a term is defined by this Agreement or one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning. The following listed terms shall mean, as follows:

- (a) “*Day(s)*” means calendar day unless specifically stated otherwise.
- (b) “*Calendar Days*” means any and all days in a 365-day calendar year.
- (c) “*Business Days*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.
- (d) “*Effective Date*” means the date on which this Agreement is executed by the Town of Dundee or its authorized designee.
- (e) “*Services*” means the provision or performance of the services by the **VENDOR**, as

specifically set forth in Article III of this Agreement and in **Composite Exhibits “A” and “B”** attached hereto and incorporated herein by reference.

III. SCOPE OF WORK

The VENDOR shall perform the Services (as defined by Section II(e) of this Agreement) in strict accordance with the terms set forth in this Agreement and as described in RFP 24-06 and the Response which are attached hereto as **Composite Exhibits “A” and “B”** and incorporated herein by reference.

The VENDOR shall secure and maintain any and all permits and licenses required to complete Services.

IV. COMPENSATION

The TOWN shall pay to the VENDOR the sum of One Hundred Fifty-Six Thousand Nine Hundred Ninety-Five Dollars and zero cents (\$156,995.00) (the “Contract Sum”) for the VENDOR’s performance of the Services (see **Exhibits “A” and “B”**).

The TOWN shall pay to the VENDOR the Contract Sum to the VENDOR no later than thirty (30) Business Days from the date on which the Services are completed pursuant to the terms of this Agreement.

Notwithstanding anything in this Agreement to the contrary, TOWN’s obligation to furnish payment to VENDOR is expressly subject to appropriation of sufficient public funds by the Town Commission of the Town of Dundee. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the TOWN’s payment obligations to VENDOR of any kind or type, TOWN or VENDOR may immediately terminate this Agreement and be released from any future responsibility or liability thereunder.

V. TERM OF AGREEMENT AND BINDING EFFECT

Beginning on the Effective Date, this Agreement shall continue in full force and effect until terminated in accordance with Article VIII of this Agreement (the “Term”).

Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto.

The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Services (as defined by Section II(e) of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest

of the obligation to comply with applicable law. For purposes of this Section, the term “applicable law” shall mean means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

VI. NOTICES

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, with postage and registration fees prepaid or by overnight courier:

A. If to the TOWN: Tandra Davis
Town Manager
Town of Dundee
202 E. Main Street
Dundee, FL 33838

With copies to: *(shall not constitute notice)*
Frederick J. Murphy, Jr., Esquire
Town Attorney
Boswell & Dunlap LLP
Post Office Drawer 30
Bartow, Florida 33831-0030

B. VENDOR: MID-FLORIDA DIESEL, INC.
2215 HWY 60 EAST
Bartow, FL 33830

With copies to: *(shall not constitute notice)*

Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed.

VII. MODIFICATION OF AGREEMENT

Any modification to this Agreement shall be mutually agreed upon by and between the TOWN and VENDOR in written amendments to this Agreement signed by both parties.

VIII. PERFORMANCE AND TERMINATION

The relationship of the VENDOR to the TOWN for the performance of the Services shall be that of an independent VENDOR; and the relationship of the VENDOR to the TOWN shall be governed by the terms of this Agreement.

The intent of this Agreement is to provide a general basis for performing the Services. Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions and covenants prescribed by this Agreement; and, prior to the completion of the Services by the VENDOR and/or termination of this Agreement, the TOWN and VENDOR shall mutually agree in writing as to the scope of performance and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in this Agreement, as related to the Services, a specific service, project, job and/or other task(s).

Upon completion of the Services and/or termination of this Agreement, VENDOR shall perform such Services as mutually agreed to in writing by the parties and reasonably necessary for the orderly closing of this Agreement. VENDOR shall be compensated for all Services performed prior to the effective date of termination, plus Services required for the orderly closing of this Agreement, including: (1) Services performed up to the termination date; and (2) all efforts necessary to document the Services completed or in progress.

Upon the termination of this Agreement as hereinabove provided, neither party shall have any further obligation(s) hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises, or covenants contained herein which are expressly made to extend beyond the Term, including without limitation, any indemnity(ies) and professional insurance coverage(s).

IX. VENDOR INDEMNIFICATION AND INSURANCE

This contractual indemnity is authorized by Florida law, and this contractual indemnity and insurance requirement(s) shall survive the termination of this Agreement.

Item 1. VENDOR'S INDEMNIFICATION

VENDOR shall indemnify, and hold harmless the TOWN, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of VENDOR (specifically including, but not limited to, VENDOR'S negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Agreement or VENDOR'S performance thereof. VENDOR also agrees to indemnify, defend, save and hold harmless the TOWN, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and professional charges and reasonable attorney's fees and professional charges in appellate or bankruptcy proceedings, that may be brought against the TOWN, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

Item 2. VENDOR'S INSURANCE

VENDOR shall, at its own expense, procure and maintain *Public Liability Insurance, Property Damage Insurance, Commercial General Liability Insurance and Workers' Compensation/Employers' Liability Insurance* throughout the Term of this Agreement, with an insurer or insurers acceptable to the TOWN. All insurance policies shall be reviewed by the Town Attorney and must be acceptable to the Town. Any policy(ies) of insurance required herein shall apply to any covered loss on a primary basis; and, for purposes of public liability insurance and property damage insurance, the TOWN shall be named as an additional insured.

The VENDOR shall, upon thirty (30) Days written request from the TOWN, deliver copies to the TOWN of any or all insurance policies that are required in this Agreement.

X. STATE LAW COMPLIANCE

(a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Agreement, VENDOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. VENDOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this Agreement at the TOWN's option if the VENDOR is found to have submitted a false certification.

(b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a VENDOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Agreement, VENDOR certifies

that it is not on the convicted vendor list.

(c) ***Drug-Free Workplace.*** By executing this Agreement, VENDOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

(d) ***E-Verify.*** By entering into this Agreement, the VENDOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the VENDOR and any subcontractor hired by the VENDOR. If the VENDOR enters into a contract with a subcontractor, the subcontractor must provide the VENDOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. 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 VENDOR, the VENDOR may not be awarded a public contract for a period of one (1) year after the date of termination.

(e) ***No Consideration of Social, Political, and Ideological Interests.*** VENDOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective VENDOR based on the prospective VENDOR's social, political or ideological interests or requesting documentation from, or considering, a prospective VENDOR's social, political, or ideological interests when determining if the prospective VENDOR is a responsible vendor. VENDOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the VENDOR's social, political, or ideological interests in the award of this Agreement.

(f) ***Contracting with Foreign Entities.*** By executing this Agreement, VENDOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, VENDOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in VENDOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the VENDOR organized under the laws of a Foreign Country of Concern, nor does the VENDOR have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the VENDOR to access the personal identifying information of any individual, VENDOR agrees to notify the TOWN in advance of any contemplated transaction that would cause VENDOR to be disqualified from such access under Section 287.138 of the Florida Statutes. VENDOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the VENDOR under penalty of perjury at any time and upon request that the statements

in this paragraph are true and correct.

XI. COMPLIANCE WITH LAWS

The VENDOR warrants, represents, and agrees that it will comply with applicable law (as defined by Section V of this Agreement) which includes, but shall not be limited to, all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

XII. DATA TO BE FURNISHED TO VENDOR

Upon reasonable request of the VENDOR, the TOWN shall provide to the VENDOR, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the performance of the Services under this Agreement.

XIII. WORK PRODUCT

The work product of the VENDOR, which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, maps, reports, estimates, field notes, investigations, design analysis, studies, and other data or documents which are obtained or prepared in the performance of this Agreement whether in hard copy or electronic form, shall become the property of TOWN when VENDOR has been fully compensated as set forth herein. **The VENDOR may keep copies of all work product prepared pursuant to this Agreement for its records and current and/or future use.**

Pursuant to Florida law, all correspondence(s) between the TOWN and VENDOR are public records and subject to public records requests.

XIV. FORCE MAJEURE

Neither party hereto shall be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to strikes, lockouts, pandemics, and/or acts of God. For purposes of this Agreement, any delay caused by the faulty performance or nonperformance by VENDOR, VENDOR'S independent VENDOR(s) shall not be events constituting force majeure.

XV. ASSIGNMENT

The VENDOR shall not sublet, assign, or transfer this Agreement or any interest issued under this Agreement without the written consent of the TOWN.

XVI. TERMS, CONDITIONS AND CONFLICTS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. Any controversy over the construction of this

Agreement shall be decided neutrally and without regard to events of authorship.

In the event of a conflict between the terms, conditions and/or provisions set forth by this Agreement and any exhibit or document attached hereto, this Agreement shall control.

XVII. NO WAIVER

Nothing herein is intended to act as a waiver of the TOWN'S sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes (2023), regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. **This provision shall survive the termination of this Agreement.**

XVIII. ATTORNEYS' FEES AND REMEDIES

In the event either the TOWN or the VENDOR brings an action against the other to interpret and/or enforce this Agreement and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney's fees and court and professional costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XIV. CALCULATION OF TIME

The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in "calendar days" which means any and all days in a 365-day calendar year; and "business days" shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the TOWN. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday by the TOWN, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available business day which the TOWN is open for business to the public.

XX. GOVERNING LAW

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only.

XXI. VENUE

Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought exclusively in the State Courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Article hereof or to service of any writ, summons or other legal process in accordance with applicable law.

XXII. NO THIRD -PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including any sub-VENDOR.

XXIII. MANDATORY PRE-SUIT MEDIATION

Disputes between the TOWN and VENDOR arising under this Agreement shall first be mediated by a Florida Supreme Court-Certified Civil Mediator (hereafter the "Mediator") in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) Days of the date on which mediation is requested in writing by either party. The Mediator shall be agreed upon but, if the parties are unwilling or unable to agree upon and/or select the Mediator, the parties agree that a Mediator from Central Florida Mediation Group, LLC, shall be selected by striking names from the list of mediators at Central Florida Mediation Group, LLC. The parties agree to mediate in good faith, be bound by the Mediator's agreement (if any), pay Mediator fees promptly and share them on an equal basis, unless otherwise agreed upon by the parties. Litigation shall not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation.

XXIV. INDEPENDENT VENDOR

Notwithstanding any provision of this Agreement, the VENDOR and TOWN agree that the VENDOR is an independent VENDOR for all purposes and when performing any Services under this Agreement.

XXV. ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

XXVI. AUTHORIZATION

Both the TOWN and VENDOR represent and agree that all the necessary actions to execute this Agreement have occurred and that both parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

XXVII. REPRESENTATIONS AND WARRANTIES

Each party signing this Agreement on behalf of TOWN and VENDOR represents and warrants that he or she has read, understands and acknowledges any and all of the conditions and requirements as set forth herein.

XXVIII. CONSTRUCTION

The TOWN and VENDOR acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in accordance with the terms contained herein.

XXIX. GENDER NEUTRAL

For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

XXX. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement; provided, however, that each of the counterparts shall have been executed by the parties hereto.

XXXI. PROHIBITION AGAINST CONTINGENCY FEES

The VENDOR warrants that he or she has not employed or retained any company or person to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

XXXII. PUBLIC RECORDS

VENDOR agrees to:

1. Keep and maintain public records required by the TOWN to perform the Services contemplated herein.
2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement and/or any amendment(s) issued hereunder if the VENDOR does not transfer the records to the TOWN.
4. Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the TOWN all public records in possession of the VENDOR or keep and maintain public records required by the TOWN to perform the service. If the VENDOR transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, TOWN CLERK, (863) 438-8330, EXT. 222, tdouthat@townofdundee.com , 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the VENDOR does not comply with a public records request, the TOWN shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

XXXIII. FURTHER ASSURANCES

Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement. To the extent of any conflict with the terms and conditions set forth by this Agreement and other rules and/or regulations which may otherwise govern the Services, the terms and conditions of this Agreement shall prevail.

XXXIV. DUTY TO COOPERATE IN GOOD FAITH

The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the TOWN and VENDOR have caused this Agreement to be executed by their undersigned officials as duly authorized.

MID-FLORIDA DIESEL, INC.:

By: _____
[Name, Title]

Witness

Witness

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
My commission expires: _____

TOWN OF DUNDEE:

TOWN OF DUNDEE

By: _____
Tandra Davis, Town Manager

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR FY 2023-24 DESIGN CONSTRUCTION AND INSTALLATION OF EMERGENCY GENERATORS

RFP NUMBER: 24-06

**Responses are due by
4:00PM on March 26, 2024**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 24-06
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:
Trevor Douthat
Town Clerk
Town of Dundee
tdouthat@townofdundee.com
(863) 438-8330, Ext 258

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RFP 24-06

FY 2023-24 DESIGN CONSTRUCTION AND INSTALLATION OF EMERGENCY GENERATORS

Sealed Bids marked "**SEALED BID – FY 2023-2024 DESIGN, CONSTRUCTION, AND INSTALLATION OF EMERGENCY GENERATORS**" will be received by the Town Clerk of the Town of Dundee, Florida, until **4:00 P.M., Wednesday, March 26, 2024** at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee is seeking a qualified standby generator supplier and installer for the design, construction, and installation of one (1) – 140kw generator/ATS switch 480 volt 3 phase (project# 4337-381-R) Community Center and one (1) – 65KW 480 volt 3 phase (project# 4337-481-R) generator for a sewer lift station in the Town of Dundee. The scope of the design-build services is to design, construct, and installation of one (1) – 140kw generator/ATS switch 480 volt 3 phase (project# 4337-381-R) Community Center and one (1) – 65KW 480 volt 3 phase (project# 4337-481-R) generator for a sewer lift station in the Town of Dundee. The Contractor shall be responsible for making sure that the new generator(s) have the capacity to operate current load(s) and address the demand for emergency utility service(s) concurrently with demand arising out residential growth. As mentioned above, The Town of Dundee has identified two (2) locations which are the subject of this RFP. Please reference project numbers for location(s).

Project# 4337-381-R – Community Center – 603 Lake Maire Drive, Dundee Florida 33838

Project# 4337-481-R – Economy Inn Lift Station – 28550 US Hwy 27, Dundee Florida 33838

- **Sizes noted above, or adequate size determined by the vendor and/or electrical engineer during the bid process to appropriately support the facility or lift station in outages or emergencies.**
- **Generators shall be installed at location(s) protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA).**

The proposals shall require the following:

The purpose of this project is to install a new generator at two (2) of our project sites which are mentioned above. The project shall include, but not be limited to, the design, permitting, installation and construction of the aforementioned generator(s) at the identified location(s). The project shall also include, but not be limited to, the generator, all supplies and materials, labor, and any equipment necessary to construct and install the Generator which includes, but shall not be limited to, the following:

- Automatic transfer switch
- Panel racks

- Panels
- Breakers
- Conduits
- Wiring and electrical connections
- Anchors
- Grounding
- Block heater
- Crane
- Permits
- Inspections
- 24hr fuel tank
- Concrete pads

Other items generator must include are as follows:

- Microprocessor based, digital readout control system;
- Engine vitals monitored by LCD display (engine vitals include oil pressure, running time, engine temperature, safety shutdowns, battery voltage, generator AC voltage, AC amperage, frequency);
- Oil drain extension;
- Vibration isolation pads;
- Water heater; and
- Fuel solenoid valve.

Generator and Equipment Enclosure:

- Must be, at a minimum, level 2 (weatherproof enclosure with foam) powder coated steel;
- Constructed to 200mph wind rating;
- Keyed with lockable doors with draw down latches and stainless-steel component hinges;
- Structural steel base with mounting and lifting holes; and
- Pad type vibration mounts to isolate unit from mounting surface

Circuit breaker(s):

- 500A breaker – 600V thermal magnetic 80% rated mounted and wired in a NEMA 1 enclosure
- Circuit breaker – UL listed, and CSA certified

Cooling system(s):

- Unit mounted radiator
- Low coolant shutdown

Block heater(s):

- 4000W 240VAC
- Standard @ 20F w/isolation valves

Battery charger(s):

- 24Volt 5 amps

Sub base tank(s): (sub base fuel tank steel with sub up – 24 hour run capacity)

- UL 142 approved
- Double wall
- Emergency pressure relief vent cap set (1/2 PSI) – 2”
- 1.5” normal vent cap

Muffler(s):

- Critical grade muffler with rain cap – if applicable

The bid packet shall include, but not be limited to, the following:

- Complete specifications on all models
- Bid must accompany a manufacturer’s brochure.
- Must show warranties on material and labor

Design must include a price to supply/install a 350KW 480 volt 3 phase generator for a sewer lift station as well as demo and removal of the existing generator.

Contractor/Installer to provide to Town of Dundee:

- Generator renderings and itemized installation details for the project

On **Wednesday, March 27, 2024 at 2:00 P.M.**, at Town Hall, 202 Main Street, Dundee, FL 33838 bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

A **MANDATORY Site Visit** will be held at each location beginning at 9:00A.M. at the Dundee Community Center, 603 Lake Marie Dr, Dundee, Florida 33838, then at the Economy Inn Lift Station, 28550 US Highway 27, Dundee FL 33838 on **Wednesday, March 6, 2024 at 9:00 A.M.**

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on **Wednesday, March 6, 2024 at 10:30 A.M.** for the purpose of answering any questions bidders may have in reference to the project(s).

NOTE: ANY CONTRACTOR/INSTALLER WHO FAILS TO ATTEND A MANDATORY PRE-BID MEETING/SITE VISIT WILL NOT BE ELIGIBLE TO BID ON THE PROJECT. ALL BIDDERS MUST BE PRESENT AND SIGNED IN PRIOR TO THE START OF THE

MANDATORY PRE-BID MEETING AND SITE VISIT. ANYONE NOT SIGNED IN AT THE COMMENCEMENT OF THE PRESENTATION FROM THE PROJECT MANAGER WILL NOT BE CONSIDERED PRESENT AND WILL NOT BE ALLOWED TO BID ON THE PROJECT.

The project specified shall be furnished in accordance with this Request for Proposal, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

For more information regarding this RFP 24-06, please contact **Trevor Douthat, Town Clerk, (863) 438-8330** or by e-mail at tdouthat@townofdundee.com.

Questions **shall be submitted in writing** to the Town Clerk until **Wednesday, March 12, 2024 at 3:30 P.M.**

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public. Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Jenn Garcia, Town Clerk, Town of Dundee, Florida, and marked RFP 24-06: DESIGN CONSTRUCTION AND INSTALLATION OF EMERGENCY GENERATORS

The Town of Dundee welcomes your response to this **RFP 24-06**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 24-06** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 24-06**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 24-05, re-advertise RFP 24-06, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

**TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND
CONDITIONS**

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this **Request For Proposal FY 2023-2024 – DESIGN, CONSTRUCTION, AND INSTALLATION OF EMERGENCY GENERATORS FIRE DEPARTMENT MINI PUMPER No. 24-06** (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.
- e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida’s public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract and/or any amendment(s) issued hereunder if the Contractor does not transfer the records to the public agency.
- iv) Upon completion of the Contract (as defined in Section 2) and/or any amendment(s) issued hereunder, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, tdouthat@townofdundee.com, Trevor Douthat, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the Contractor does not comply with a public records request, the Town shall enforce the Contract and/or any amendment(s) issued hereunder which may include immediate termination of the Contract and/or any amendment(s) issued hereunder. This Section shall survive the termination of this Contract.

- g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.

- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

II. State Law Compliance:

- a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, CONTRACTOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONTRACTOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this RFP 24-06 and/or the CONTRACT at the TOWN's option if the CONTRACTOR is found to have submitted a false certification.
- b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.

- c) ***Drug-Free Workplace.*** By entering into the CONTRACT, CONTRACTOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- d) ***E-Verify.*** By entering into the CONTRACT, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR and any subcontractor hired by the CONTRACTOR. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. 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 the CONTRACT is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.
- e) ***No Consideration of Social, Political, and Ideological Interests.*** CONTRACTOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONTRACTOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONTRACTOR's social, political, or ideological interests in the award of this RFP 24-06 and/or the CONTRACT.
- f) ***Contracting with Foreign Entities.*** By entering into the CONTRACT, CONTRACTOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONTRACTOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONTRACTOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONTRACTOR organized under the laws of a Foreign Country of Concern, nor does the

CONTRACTOR have its principal place of business located in a Foreign Country of Concern. If this RFP 24-06 and/or the CONTRACT permits the CONTRACTOR to access the personal identifying information of any individual, CONTRACTOR agrees to notify the TOWN in advance of any contemplated transaction that would cause CONTRACTOR to be disqualified from such access under Section 287.138 of the Florida Statutes. CONTRACTOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONTRACTOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

- g) **CONTRACT:** The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFY / INDEMNIFICATION:** Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:
 - i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this

indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

- ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
 - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
 - ii) will submit such reports as the Town may thereafter require to assure compliance.
- p) **SUB-CONTRACTOR:** An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.
- q) **TITLE:** The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.
- r) **WARRANTY:** The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**
- s) **VENUE:** Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town

Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.

- b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.
- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE**

REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."

- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

- i) Town bid number and/or title (if applicable);
 - ii) Name and/or address of the Town department, division or agency affected;
 - iii) The name and address of the affected party;
 - iv) The title and position of the person submitting the protest;
 - v) A statement of disputed issues of material fact;
 - vi) If there are no disputed material facts, the written letter must so indicate;
 - vii) Concise statement of the facts alleged;
 - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
 - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
 - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
- ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
- iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
- iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.

- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
- h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

7) PROPOSALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.
- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and

erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.

- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall

be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

- c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12) INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

15) REJECTION OF BIDS:

The Town may reject a bid if:

- a) The bidder misstates or conceals any material fact in the bid;
- b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or
- c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

- a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**

- c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
 - i) Evaluations and quality of performance on previous projects;
 - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
 - iii) Ability to fulfill the contract within the time specified, without delay;
 - iv) Character, integrity, reputation, judgment, experience and efficiency;
 - v) Previous compliance with laws and ordinances relating to the contract;
 - vi) Sufficiency of the financial resources to fulfill the contract;
 - vii) Quality, availability and adaptability of the supplies or contractual services;
 - viii) Ability to provide future maintenance and service, as required or needed; and
 - ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

19) PERFORMANCE:

- a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.
- b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the

failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

- c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to:

Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

- b) The MSDS shall be maintained by the Town and must include the following information:
- i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.
 - iii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - v) The emergency procedures for spills, fire, disposal, and first aid.
 - vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
 - vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is

not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.

- b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
- c) Availability or completion period.
- d) Previous vendor record on similar projects or requirements.
- e) Business location closest to the Town.

26) NOTICE:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the

response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".

- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov le-verify or contact USCIS at **1-888-464- 4218**.

CONSTRUCTION AND OTHER CLAUSES

(provisions related to construction)

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work. The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work

(i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.
- ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the Town in care of the Contractor.
- ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**
- iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.
- iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
 - i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
 - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
 - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
 - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.
- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
- f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The

Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

- a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor,

materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or other financial institutions of payments due to Contractor may be made without the consent of the Town.

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

The Contractor shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.
- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

- a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.
- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.
- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.
- b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

48) PROTECTION OF MONUMENTS:

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

49) USE OF PREMISES:

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

- a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.
- b) If the Town terminates the Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.
- c) If the Town does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

- a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

- b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.

c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

d)

53) CONTRACTOR INSURANCE:

For contracts not exceeding \$500,000.00 dollars the following insurance requirements shall be met:

i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Worker's Compensation Insurance:

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) Part One: "Statutory"
- (ii) Part Two: \$500,000.00 Each Accident

\$500,000.00	Disease-Policy Limit
\$500,000.00	Disease-Each Employee

- (b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:
- (i) Mold, Fungus or Bacteria
 - (ii) Terrorism
 - (iii) Sexual Molestation
- (b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:
- (i) Architects and Engineers Professional Liability
 - (ii) Exterior Insulation and Finish Systems (EIFS)
- (c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:
- (i) \$1,000,000.00 General Aggregate
 - (ii) \$1,000,000.00 Products/Completed Operations Aggregate
 - (iii) \$1,000,000.00 Personal and Advertising Injury
 - (iv) \$1,000,000.00 Each Occurrence

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all

owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.
- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.
- (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-

insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.

- ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:
 - i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);

- ii) Any and all bodily injuries, sickness, disease or death;
 - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
 - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
 - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.
 - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
 - c) This contractual indemnity shall survive the termination of this Contract.
 - d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
 - e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the

Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.

- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.
- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything

done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

- a) In cases where the bid price exceeds \$30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages.**
- b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified.**

56) PERFORMANCE AND PAYMENT BOND:

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).
- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
 - i) Minimum rating of "A-" or better;
 - ii) Financial Size Category of "VII" according to the A.M. Best Company; and
 - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.
- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.
- c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
- d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
- e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

59) LIENS:

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

60) GUARANTEE:

- a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.
- b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.
- d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:
 - i) The work performed and/or materials supplied; and
 - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

- a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.
- b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.
- c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.

- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

62) CONSTRUCTION SCHEDULE:

- a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.
- b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.
- c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.
- d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

63) FINAL INSPECTION:

- a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.
- b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

64) CONSTRUCTION AND CONSULTING EVALUATION:

- a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity
- b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.

- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

- 1.01 – WORK BY CONTRACTOR
- 1.02 – CONTRACTOR USE OF SITE
- 1.03 – SEQUENCE OF WORK

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – WORK BY CONTRACTOR

The Town of Dundee is seeking a qualified standby generator supplier and installer for the design, construction, and installation of one (1) – 140kw generator/ATS switch 480 volt 3 phase (project# 4337-381-R) Community Center and one (1) – 65KW 480 volt 3 phase (project# 4337-481-R) generator for a sewer lift station in the Town of Dundee. The scope of the design-build services is to design, construct, and installation of one (1) – 140kw generator/ATS switch 480 volt 3 phase (project# 4337-381-R) Community Center and one (1) – 65KW 480 volt 3 phase (project# 4337-481-R) generator for a sewer lift station in the Town of Dundee. The Contractor shall be responsible for making sure that the new generator(s) have the capacity to operate current load(s) and address the demand for emergency utility service(s) concurrently with demand arising out residential growth. As mentioned above, The Town of Dundee has identified two (2) locations which are the subject of this RFP. Please reference project numbers for location(s).

Project# 4337-381-R – Community Center – 603 Lake Maire Drive, Dundee Florida 33838

Project# 4337-481-R – Economy Inn Lift Station – 28550 US Hwy 27, Dundee Florida 33838

- **Sizes noted above, or adequate size determined by the vendor and/or electrical engineer during the bid process to appropriately support the facility or lift station in outages or emergencies.**
- **Generators shall be installed at location(s) protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA).**

The proposals shall require the following:

The purpose of this project is to install a new generator at two (2) of our project sites which are mentioned above. The project shall include, but not be limited to, the design, permitting, installation and construction of the aforementioned generator(s) at the identified location(s). The project shall also include, but not be limited to, the generator, all supplies and materials, labor, and any equipment necessary to construct and install the Generator which includes, but shall not be limited to, the following:

- Automatic transfer switch
- Panel racks
- Panels
- Breakers
- Conduits
- Wiring and electrical connections
- Anchors
- Grounding
- Block heater
- Crane
- Permits
- Inspections
- 24hr fuel tank
- Concrete pads

Other items generator must include are as follows:

- Microprocessor based, digital readout control system;
- Engine vitals monitored by LCD display (engine vitals include oil pressure, running time, engine temperature, safety shutdowns, battery voltage, generator AC voltage, AC amperage, frequency);
- Oil drain extension;
- Vibration isolation pads;
- Water heater; and
- Fuel solenoid valve.

Generator and Equipment Enclosure:

- Must be, at a minimum, level 2 (weatherproof enclosure with foam) powder coated steel;
- Constructed to 200mph wind rating;
- Keyed with lockable doors with draw down latches and stainless-steel component hinges;
- Structural steel base with mounting and lifting holes; and
- Pad type vibration mounts to isolate unit from mounting surface

Circuit breaker(s):

- 500A breaker – 600V thermal magnetic 80% rated mounted and wired in a NEMA 1 enclosure
- Circuit breaker – UL listed, and CSA certified

Cooling system(s):

- Unit mounted radiator
- Low coolant shutdown

Block heater(s):

- 4000W 240VAC
- Standard @ 20F w/isolation valves

Battery charger(s):

- 24Volt 5 amps

Sub base tank(s): (sub base fuel tank steel with sub up – 24 hour run capacity)

- UL 142 approved
- Double wall
- Emergency pressure relief vent cap set (1/2 PSI) – 2”
- 1.5” normal vent cap

Muffler(s):

- Critical grade muffler with rain cap – if applicable

The bid packet shall include, but not be limited to, the following:

- Complete specifications on all models
- Bid must accompany a manufacturer’s brochure.
- Must show warranties on material and labor

Design must include a price to supply/install a 350KW 480 volt 3 phase generator for a sewer lift station as well as demo and removal of the existing generator.

Contractor/Installer to provide to Town of Dundee:

- Generator renderings and itemized installation details for the project

1.01 — CONTRACTOR USE OF SITE

- A. The Contractor shall not work on or keep any equipment on any private property without the express written permission of the property owner involved. The Contractor shall be responsible for damages to any private property including, but not to be limited to, trees, curbs, mailboxes, and private yards.
- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. The Contractors shall be responsible for obtaining a water construction meter, if required or deemed necessary by the Town, for any water that may be needed on this project.

- D. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.

1.02 – SEQUENCE OF WORK

The Town of Dundee reserves the right to determine what locations will be completed and in what order.

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications set forth by this RFP, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean surfaces exposed to view, remove stains and foreign substances.
- C. Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish and construction facilities from the site.

1.3 ADJUSTING

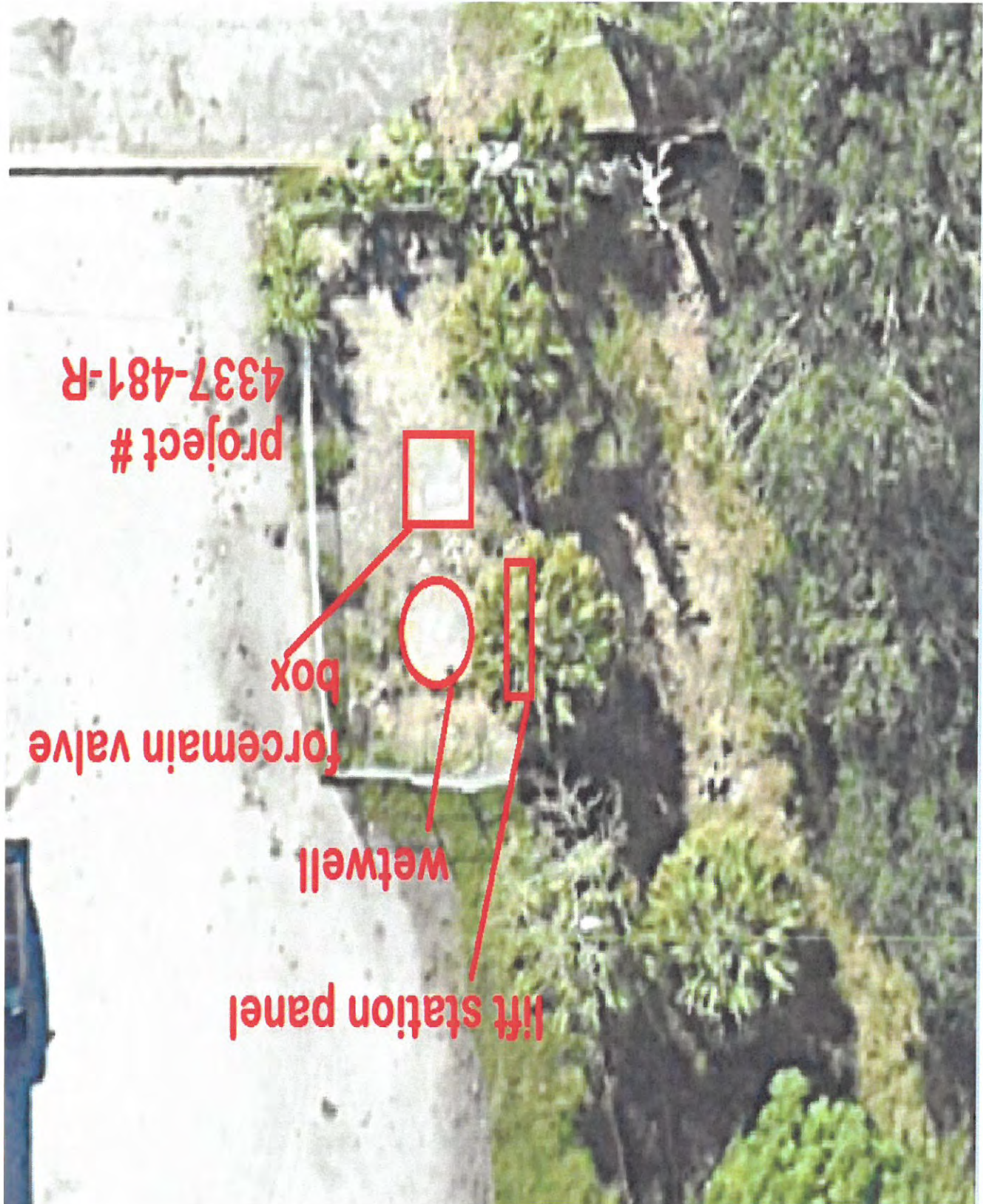
In the sole and absolute discretion of the Town Manager or her authorized designee, cause to be made or constructed any adjustment(s) in order to ensure: (i) smooth/unhindered operation of the Community Center; and (ii) the renovation(s), product(s), and/or installed equipment (i.e., includes all fixtures) conform to the plans, specifications, and drawings approved by the Town of Dundee for this RFP.

1.4 WARRANTIES

All work, product(s), equipment, materials, and workmanship shall be warranted for a minimum of one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.

(Exhibit A)





(EXHIBIT B)

Company Submitting Bid: _____
 Company Address: _____
 Company City: _____
 Company Phone Number: _____
 Fax Number: _____
 State: _____ Zip: _____
 Authorized Representative: _____
 Signature: _____
 Date: _____
 Print Name: _____
 Title: _____
 Phone Number: _____

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

ITEM	ESTIMATED QTY	UNIT BID	EXTENDED AMOUNT
1.			
2.			
3.			
4.			
5.			
		TOTAL	

BID FORM
FY 2023-24 DESIGN CONSTRUCTION AND INSTALLATION
OF EMERGENCY GENERATORS



RETURN DATE: Wednesday, March 26, 2024 by 4:00 P.M.
 RETURN TO: Office of the Town Clerk
 Attn: RFP #24-06
 Town of Dundee
 P.O. Box 1000
 202 East Main Street
 Dundee, Florida 33838

AI

STATE OF _____ COUNTY OF _____
 SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____
 NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME _____ Produced I.D. _____
 TYPE OF ID PRODUCED _____
 SIGN: _____
 PRINT: _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

Company Name _____
 Signature _____ Date: _____
 Printed Name _____
 Title _____
 PRIVATE PROVIDER FIRM _____

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida
County of Polk

I, _____ ("Affiant"), being first duly sworn, deposes and says that:

(1) Affiant is _____ (insert job title) of _____ (insert name of company) the bidder that submitted the attached bid;

(2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME _____ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I _____ ("Undersigned"), certify that:

- (1) Undersigned is _____ (insert job title) and duly authorized to act on behalf of the Contractor _____ that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (e) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A3

DATE: _____

NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG FREE WORKPLACE, does hereby certify that the Contractor, _____, acknowledges, understands, and complies fully with the above requirements.

A4

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

SALES TAX SAVINGS FORM

NAME OF PROJECT: _____

CONTRACT NUMBER: _____

EXHIBIT B

Item B.





BID FORM
FY 2023-24 DESIGN CONSTRUCTION AND INSTALLATION
OF EMERGENCY GENERATORS

RETURN DATE: Wednesday, March 26, 2024 by 4:00 P.M.

RETURN TO: Office of the Town Clerk
Attn: RFP #24-06
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	ESTIMATED QTY	UNIT BID	EXTENDED AMOUNT
1. 4337-381-R	1 Each	\$91,995.00	\$91,995.00
2. 4337-481-R	1 Each	\$85,000.00	\$85,000.00
3.			
4.			
5.			
TOTAL			\$156,995.00

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: Mid Florida Diesel, Inc.

Company Address: 2215 Hwy 60 East

Company City: Bartow State: FL Zip: 33830

Fax Number: N/A

Company Phone Number: 863-519-0107

Authorized Representative: _____

Signature: *Al McCoy* Date: March 25, 2024

Print Name: Al McCoy Phone Number: 863-698-1267

Title: President

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN § U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name Mid Florida Diesel, Inc.

Signature *[Handwritten Signature]* Date: 3/25/2024

Printed Name Al McCoy

Title President

PRIVATE PROVIDER FIRM N/A

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25 DAY OF March, 2024

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: *Kristina Frasher*

PRINT: Kristina Frasher



A1

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I, Al McCoy ("Affiant"), being first duly sworn, deposes and says that:
Al McCoy

- (1) Affiant is President (insert job title) of Mid Florida Diesel, Inc (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25 DAY OF March, 20 24

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: Kristina Frasher

PRINT: Kristina Frasher



CERTIFICATION OF DRUG-FREE WORKPLACE

I Al McCoy ("Undersigned"), certify that:

- (1) Undersigned is President (insert job title) and duly authorized to act on behalf of the Contractor Mid Florida Diesel, Inc that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (e) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities

BLUE ST★R

Power Systems Inc.

Submittal

3/21/2024

Project Title Dundee Community Center 100KW Generator
Quote Number: 0107619-2
Model: JD100-01



Mid Florida Diesel
Joe Antonini
2215 Hwy 60 East
Bartow FL 33830
Office: 863-519-0107
Cell: 863-944-0400
Email: joe@midfloridadiesel.com

BLUE STAR

Power Systems Inc.

Table of Contents

- Sales Quote
- Specification Sheet
- 4045HF285 158 HP
- 11 Industrial Alternators
- 14 MX321 Voltage Regulator
- 8 DGC-2020 Control Panel
- 44 Paint and Powder Coat
- 19 Enclosures
- 20 Sound Attenuation Foam
- 17 Radiators
- 22 Circuit Breakers
- 29 TPS Series Block Heaters
- 31 Single Stage Air Cleaner
- 33 CPJ Series Silencers
- 27 Industrial Batteries
- 23 BC1206A Series Battery Chargers
- 21 Sub-Base Fuel Tanks
- 47 Factory Load Test
- 2yr 2000hr limited warranty

BLUE STAR

Power Systems Inc.

Sales Quote

Quote Date: 3/21/2024 11:32:30 AM
 Quote Number: 0107619-2
 Project Title: Dundee Community Center 100KW Generator
 Prepared for: Mid Florida Diesel

Distributed
by:

Unit Model	JD100-01	Standby / Prime	Emergency Stationary Standby
kWe Rating	100 kWe	UL 2200 Listed	Yes
Fuel	Diesel	CSA Approved	Yes
EPA	Tier 3	Paint Color	White

Engine Model: John Deere 4045HF285 100kW Standby Power Rating at 1800 RPM
Governor - Electronic Isochronous

Voltage: 208/120V 3 Phase 60 Hz 0.8 PF

Gen Model: Stamford UCI274E 12 Lead Wired 208V 3 Phase Low Wye 105°C Rise Over 40°C Ambient

Voltage Regulator: Stamford MX321 Automatic Voltage Regulator with PMG Excitation

Control Panel: Blue Star DGC-2020 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch
Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency, Overfrequency, Overcurrent), 15 Contact Outputs, RS-485 Communications

Control Panel Options: Low Water Level Sensor with Shutdown

Unit Color: White

Enclosure: Level 3 (Sound Attenuated Enclosure) Powder Coated .090 Aluminum
Rugged and Durable 200 MPH Wind Rated Enclosure with Exhaust Hood
Pitched Roof for Increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail

Sound Attenuation Foam: Sound Attenuation Installed in Enclosure and Exhaust Hood

Cooling: Unit Mounted Radiator (50°C Ambient)

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base

Mainline Breaker: 350 Amp 3 Pole 240 Volt Breaker Mounted & Wired in a NEMA 1 Enclosure
12VDC Shunt Trip Wired to Engine Shutdowns Breaker- Adjustable Trip to 300amp

Jacket Water Heater: Engine Block Heater 1500W 120VAC Rated for -20°F
Heater Installed with Isolation Valves and Wired to Terminal

Air Cleaner: Dry Single Stage

Silencer: Critical Grade Compact (CPJ Series) Silencer Mounted to Engine

Battery: 12 Volt System with Rack and Cables

Battery Charger: 12 Volt 6 Amp Mounted and Wired to Terminal

Fuel Tank:	24 Hour / 250 Gallon UL 142 Listed Sub-Base Fuel Tank with Stub-up Area Double Wall Construction with Secondary Containment Standard Includes: Supply & Return Connections, Fuel Level Gauge, Fuel Leak Switch and Fill & Vent Plumbing
Factory Test:	Standard Commercial Testing Includes: Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kWe and PF
Owner's Manual:	Print Copy (Qty 1) Standard
Warranty:	2 Year / 2000 Hour Limited

Notes: Coat 250 gallon tank with Extreme Liner \$2,500.00
2 steps required. one for controller and one for breaker \$800.00

**Additional Options
(Not Included in Price):**

ATS 1

Series	300	Volts	208/120V 3 PH
Service Entrance Rated	No	Poles	3
Amps	400	Enclosure	Nema 3R

Warranty:	Two (2) Year Basic ATS Limited Warranty Standard
Optional Accessories:	11BE Feature Bundle Includes Engine Exerciser/Event Log/RS-485 Enabled/Common AI
ATS Notes:	
Payment Terms:	Due Upon on Receipt
Lead Time:	20 + Weeks

Payment Terms:	Due Upon Receipt
Delivery Schedule:	32-34 Weeks (Contingent on component availability)

Terms & Conditions

- This quote is valid for a period of 30 days.
- This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.
- Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.
- All extended piping, wiring, or other than listed above is performed by "others".
- Seller is not quoting, offloading, job site startup, personnel instructions, field testing, or unit installation.
- Quoted prices include normal testing, packaging, and instructional literature.
- It is the distributor/purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.

Distributor Terms & Conditions

BLUE STAR

Power Systems Inc.

Diesel Product Line

208-600 Volt

JD100-01

60 Hz / 1800 RPM

100 kWe

Standby

Ratings

	240V	208V	240V	480V	600V
Phase	1	3	3	3	3
PF	1.0	0.8	0.8	0.8	0.8
Hz	60	60	60	60	60
Generator Model	UCI274F	UCI274D	UCI274D	UCI274C	UCI274D
Connection	12 LEAD DD	12 LEAD WYE	12 LEAD DELTA	12 LEAD WYE	4 LEAD WYE
kWe	100	100	100	100	100
AMPS	417	347	301	151	120
Temp Rise	125°C / 40°C	125°C / 40°C	125°C / 40°C	125°C / 40°C	125°C / 40°C

Standard Equipment

Engine

- Radiator Cooled Unit Mounted (50°C)
- Radiator Duct Flange (OPU Only)
- Blower Fan & Fan Drive
- Starter & Alternator
- Oil Pump & Filter
- Oil Drain Extension w/Valve
- Governor - Electronic Isochronous
- 12V Battery System & Cables
- Air Cleaner (Dry Single Stage)
- Critical Grade Silencer Mounted
- Flexible Fuel Connector
- EPA Certified Tier 3

Generator

- Brushless Single Bearing
- Automatic Voltage Regulator
- ± 1% Voltage Regulation
- 4 Pole, Rotating Field
- 125°C Standby Temperature Rise
- 100% of Rated Load - One Step
- 5% Maximum Harmonic Content
- NEMA MG 1, IEEE and ANSI Standards Compliance for Temperature Rise

Additional

- Single Source Supplier
- UL 2200 & cUL Listed
- CSA Certified
- Seismic Certified to IBC 2021
- NFPA 110 / CSA C282 Compliant
- Microprocessor Based Digital Control Panel Mounted in NEMA 12 Enclosure
- Base - Formed Steel
- Main Line Circuit Breaker Mounted & Wired
- Battery Charger 12V 6 Amp
- Jacket Water Heater -20°F 1500W 120V w/Isolation Valves
- Vibration Isolation Mounts
- 2 Year / 2000 Hour Standby Warranty
- Standard Colors - White / Gray

Diesel Product Line

100 kW_e

BLUE STAR
Power Systems Inc.

Application Data

Engine

Manufacturer:	John Deere	Displacement - Cu. In. (lit):	275 (4.50)
Model:	4045HF285	Bore - in. (cm) x Stroke - in. (cm):	4.19 (10.6) x 5.00 (12.7)
Type:	4-Cycle	Compression Ratio:	19.0:1
Aspiration:	Turbo Charged	Rated RPM:	1800
Cylinder Arrangement:	4 Cylinder Inline	Max HP Stby (kW _m):	158 (118)

Exhaust System

Gas Temp. (Stack): °F (°C)	1,076 (580)
Gas Volume at Stack Temp: CFM (m ³ /min)	805 (22.8)
Maximum Allowable Exhaust Restriction: in. H ₂ O (kPa)	30.0 (7.50)

Cooling System

Ambient Capacity of Radiator: °F (°C)	122 (50.0)
Maximum Allowable Static Pressure on Rad. Exhaust: in. H ₂ O (kPa)	0.50 (0.12)
Water Pump Flow Rate: GPM (lit/min)	48.0 (182)
Heat Rejection to Coolant: BTUM (kW)	3,544 (62.0)
Heat Rejection to CAC: BTUM (kW)	1,127 (19.8)
Heat Radiated to Ambient: BTUM (kW)	2,016 (35.3)

Air Requirements

Aspirating: CFM (m ³ /min)	288 (8.15)
Air Flow Required for Rad. Cooled Unit: CFM (m ³ /min)	6,638 (188)
Air Flow Required for Heat Exchanger/Rem. Rad. CFM (m ³ /min)	Consult Factory For Remote Cooled Applications

Fuel Consumption

At 100% of Power Rating: gal/hr (lit/hr)	7.76 (29.4)
At 75% of Power Rating: gal/hr (lit/hr)	6.25 (23.7)
At 50% of Power Rating: gal/hr (lit/hr)	4.55 (17.2)

Fluids Capacity

Total Oil System: gal (lit)	3.43 (13.0)
Engine Jacket Water Capacity: gal (lit)	2.24 (8.50)
System Coolant Capacity: gal (lit)	5.40 (20.4)

Deration Factors: Rated Power is available up to 10,000 ft (3,048 m) at ambient temperatures to 122°F (50°C).
Consult factory for site conditions above these parameters.

Diesel Product Line

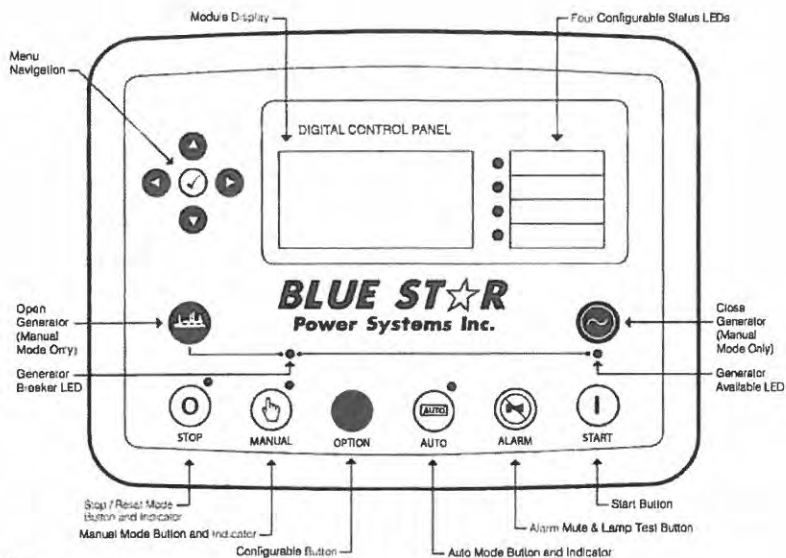
100 kWe



DCP7310 Control Panel

Standard Features

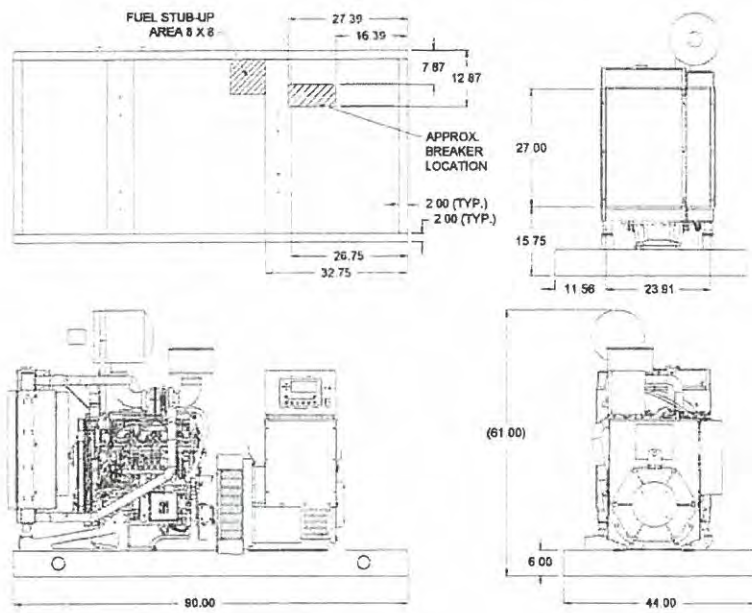
- Digital Metering
- Engine Parameters
- Generator Protection Functions
- Engine Protection
- CAN Bus (J1939) ECU Communications
- Windows-Based Software
- Multilingual Capability
- Remote Communications to DSE2548 Remote Annunciator
- 8 Programmable Contact Inputs
- 10 Contact Outputs
- RS485 Communicator Interface
- cULus Listed, CE Approved
- Event Recording
- IP 65 rating (with supplied gasket) offers increased resistance to water ingress
- NFPA 110 Level 1 Compatible



Weights / Dimensions / Sound Data

	L x W x H	Weight lbs
OPU	90 x 44 x 61 in	2,750
Level 1	102 x 44 x 66 in	3,350
Level 2	102 x 44 x 66 in	3,400
Level 3	132 x 44 x 66 in	3,575

Please allow 6-12 inches for height of exhaust stack.



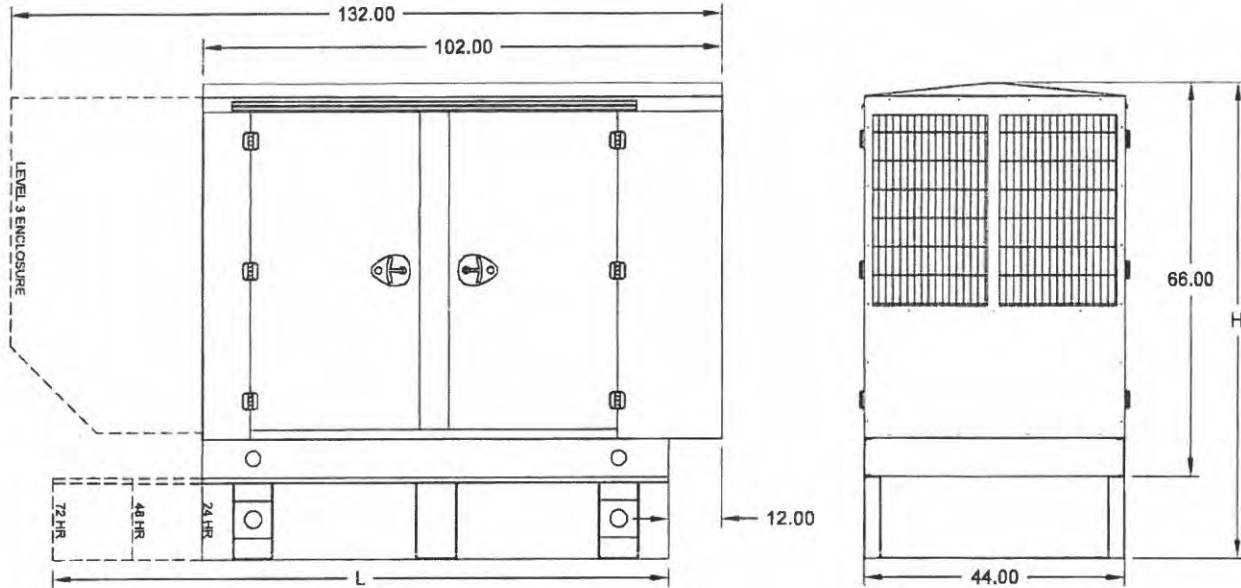
	No Load	Full Load
OPU	78 dBA	82 dBA
Level 1	75 dBA	78 dBA
Level 2	72 dBA	74 dBA
Level 3	66 dBA	68 dBA

Diesel Product Line

100 kWe



Enclosures & Fuel Tanks



- All enclosure models are 200 MPH wind rating certified in accordance with IBC2021 and ASCE/SEI 7-16 standards.
- Level 2 & 3 enclosures include sound attenuation foam
- Level 3 enclosure includes frontal sound & exhaust hood.
- Enclosure height does not include exhaust stack

	24 Hour 250 Gallon	48 Hour 500 Gallon	72 Hour 750 Gallon
L	90.00	120.00	174.00
H	94.00	102.00	102.00

Notes

- All specification sheet dimensions are represented in inches.
- All drawings based on standard 480 volt standby generator. Lengths may vary with other voltages. All drawings and dimensions subject to change without notice.
- All enclosures and fuel tanks are based on the standard unit configuration. Any requested deviation can change dimensions.
- Sound data is measured at 23 feet (7 meters) in accordance with ISO 8528-10.
- All materials and specifications subject to change without notice.

American Owned



American Made

Blue Star Power Systems, Inc.

2250 Carlson Drive

North Mankato, Minnesota 56003

Phone + 1 507 345 1776

bluestarps.com

quote.bluestarps.com

sales@bluestarps.com



ENGINE PERFORMANCE CURVE

Rating: Gross Power
 Application: Generator (60 Hz)
 Target: 100 kWe Standby Market

PowerTech E™ 4.5L Engine
Model: 4045HF285

144 hp (107 kW) Prime
158 hp (118 kW) Standby
 [See Option Code Tables]

Nominal Engine Power @ 1800 RPM			
Prime		Standby	
HP	kW	HP	kW
144	107	158	118

Generator Efficiency %	Fan Power (6% of Standby)		Power Factor	Prime Rating ²		Standby Rating ^{1,2}		ISO 8528 G2 Block Load Capability
	hp	kW		kWe	kVA	kWe	kVA	
88-92	8.7	6.5	0.8	89-93	111-116	98-103	123-129	100%

Note 1: Based on nominal engine power.
 Note 2: kWe / kVA rating assumes 90% efficiency. *Generator Efficiency %* will vary.

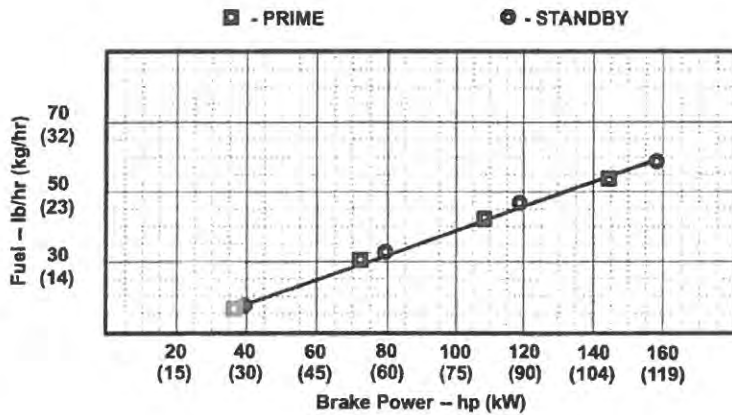
STANDARD CONDITIONS

Air Intake Restriction 12 in.H₂O (3 kPa)
 Exhaust Back Pressure 30 in.H₂O (7.5 kPa)

Gross power guaranteed within + or - 5% at SAE J1995 and ISO 3046 conditions:
 77 °F (25 °C) air Inlet temperature
 29.31 in.Hg (99 kPa) barometer
 104 °F (40 °C) fuel Inlet temperature
 0.853 fuel specific gravity @ 60 °F (15.5 °C)

Conversion factors:
 Power: kW = hp x 0.746
 Fuel: 1 gal = 7.1 lb, 1 L = 0.85 kg
 Torque: N·m = lb-ft x 1.356

All values are from currently available data and are subject to change without notice.



Notes:
 All OEM Gen Set Engine Applications must be pre-screened for torsional vibration compatibility with the respective alternator end hardware.
 OEM Engine Application Engineering will perform this computer-based analysis work upon request.

Tier-3 Emission Certifications:	Certified by:
CARB; EPA	<i>V. S. ...</i>
Ref. Engine Emission Label	22 June '07

* Revised Date
 Curve 4045HF2851800158 Sheet 1 of 2
 June 2007

Engine Installation Criteria

General Data

Model.....4045HF285
 Number of Cylinders.....4
 Bore and Stroke-In. (mm).....4.19 x 5.00 (106 x 127)
 Displacement-In.³ (L).....275 (4.5)
 Compression Ratio.....19.0:1
 Valves per Cylinder-Intake/Exhaust.....1 / 1
 Firing Order.....1-3-4-2
 Combustion System.....Unit Injection
 Engine Type.....In-line, 4-Cycle
 Aspiration.....Turbocharged
 Charge Air Cooling System.....Air-to-Air
 Engine Crankcase Vent System.....Open

Physical Data

Length-In. (mm).....33.9 (860)
 Width-In. (mm).....24.1 (612)
 Height-In. (mm).....40.9 (1039)
 Weight, with oil-lb (kg).....1063 (491)
 (Includes flywheel hsg., flywheel & electrics)
 Center of Gravity Location

From Rear Face of Block (X-axis)-In. (mm) 9.8 (249)*
 Right of Crankshaft (Y-axis)-In. (mm) 2.17 (55)*
 Above Crankshaft (Z-axis)-In. (mm) 5.7 (145)*
 Max. Allow. Static Bending Moment at Rear
 Face of Flywhl Hsg w/ 5-G Load-lb-ft (N·m) .600 (814)
 Thrust Bearing Load Limit -lb (N) **Forward** **Rearward**
 Intermittent.....899 (4000).....450 (2000)
 Continuous.....495 (2200).....225 (1000)
 Max. Front of Crank. Torsional Vibration-DDA.....0.25

Electrical System

	12 Volt	24 Volt
Min. Battery Capacity (CCA)-amp.....	800	570
Max. Allow. Start. Circ't Resist.-Ohm.....	0.0012	0.002
Starter Rolling Current		
At 32 °F (0 °C)-amp.....	820	600
At -22 °F (-30 °C)-amp.....	1300	700
Min. Volts at ECU while Cranking-volts.....	6	10
Max. ECU Temperature-°F (°C).....	221 (105)	
Max. Harness Temperature-°F (°C).....	248 (120)	
Maximum Voltage From Engine Crankshaft/ Generator Shaft to Ground-VAC.....	0.15	0.15

Air System

	Prime	Standby
Max. Allowable Temp Rise-Ambient Air to Engine Inlet-°F (°C).....	15 (8)	
Maximum Air Intake Restriction		
Dirty Air Cleaner-In.H ₂ O (kPa).....	25 (6.25)	
Clean Air Cleaner-In.H ₂ O (kPa).....	15 (3.75)	
Engine Air Flow-ft ³ /min (m ³ /min) ...	273 (7.73)	288 (8.16)
Air Cleaner Efficiency-%.....	99.9	

Charge Air Cooling System

	Prime	Standby
Air/Air Exchanger Heat Rejection- BTU/min (kW) ...	1002(17.6)	1127 (19.8)
Compress. Dischrg. Temp.(Rated) @ 77 °F (25°C) Amb. Air-°F (°C).....	349(176.2)	373(189.6)
Compress. Dischrg. Temp.(Max.) @ 47°C amb. and 80 kPa bar.-°F (°C).....	NA (NA)	NA (NA)
Press. Drop, thru CAC-In.H ₂ O (kPa)		
Max.....	52 (13)	
Min.....	None*	
Intake Manifold Pressure-psi (kPa).....	22(149)	24 (165)
CAC Out Temp @ 77°F (25°C) Amb.-°F (°C)		
Max.....	140 (80)	
Min.....	118 (48)	
CAC Out Temp @ any Ambient-°F (°C)		
Max.....	190 (88)	

Cooling System

	Prime	Standby
Engine Heat Reject.-BTU/min (kW).....	NA(NA)	3544 (62)
Coolant Flow-gal/min (L/min).....	48(180)	48(180)
Thermostat Start to Open-°F (°C).....	160 (82)	
Thermostat Fully Open-°F (°C).....	203 (95)	
Engine Coolant Capacity-qt (L).....	9 (8.5)*	
Min. Pressure Cap-psi (kPa).....	14.5 (100)	
Max. Top Tank Temp-°F (°C).....	230 (110)	
Min. Coolant Fill Rate-gal/min (L/min).....	3 (11)	
Min. Air-to-Boil Temperature-°F (°C).....	117 (47)	
Min. Pump Inlet Pressure-psi (kPa).....	4.4 (30)	

Exhaust System

	Prime	Standby
Exhaust Flow-ft ³ /min (m ³ /min).....	750 (21.2)	805(22.8)
Exhaust Temperature-°F (°C).....	1040(560)	1076 (580)
Max. Exhaust Restriction--In. H ₂ O (kPa).....	30 (7.5)	
Min. Exhaust Restriction--In. H ₂ O (kPa).....	None	
Max. Bend. Moment, Turbo Out.-lb-ft (N·m).....	5.2 (7.0)	
Max. Shear on Turbo Outlet-lb (kg).....	24 (11)	

Fuel System

	Prime	Standby
ECU Description.....	L18 Controller	
Fuel Injection Pump.....	Denso HP3	
Governor Type.....	Electronic	
Total Fuel Flow-lb/hr (kg/hr).....	122(55.3)	140(63.5)
Fuel Consumption-lb/hr (kg/hr).....	51(23.0)	58 (26.5)
Max. Fuel Inlet Temp.-°F (°C).....	176 (80)	
Fuel Temp. Rise, Inlt to Retm-°F (°C).....	82.8(45)	87.3(49)
Max. Fuel Inlet Restriction-In. H ₂ O (kPa).....	80 (20)	
Max. Fuel Inlet Pressure-In. H ₂ O (kPa).....	NA (NA)	
Max. Fuel Return Pressure-In. H ₂ O (kPa).....	80 (20)	

Lubrication System

	Prime	Standby
Oil Press. at Rated Speed-psi (kPa).....	45(320)	45 (320)
Min. Oil Pressure-psi (kPa).....	15 (105)	
Max. Oil Carryover in Blow-by-lb/hr (g/hr).....	0.002 (1.0)	
Max. Airflow In Blow-by-gal/min (l/min).....	26 (100)	
Max. Crankcase Pressure-In. H ₂ O (kPa).....	2 (0.5)	

Performance Data

	Prime	Standby
Rated Power-hp (kW).....	144 (107)	158 (118)
Rated Speed-rpm.....	1800	1800
Low Idle Speed-rpm.....	1150	1150
Rated Torque-lb-ft (N·m).....	772 (569)	849 (626)
BMEP-psi (kPa).....	230 (1589)	254 (1748)
Friction Power		
@ Rated Speed-hp (kW).....	17 (13)	17 (13)
Altitude Capability-ft (m).....	10,000(3050)	7500(2286)
Ratio-Air : Fuel.....	22 : 1	21 : 1
Smoke @ Rated Speed-Bosch No.....	0.87	1.3
Noise-dB(A) @ 1 m.....	86.7*	87*

Fuel Consumption -- lb/hr (kg/h) Prime Standby

25 % Power.....	16.3 (7.4)	17.8 (8.1)
50 % Power.....	30.6 (13.9)	33.3 (15.1)
75 % Power.....	42.8 (19.4)	46.6 (21.1)
100 % Power.....	53.6 (24.3)	58.3 (26.5)

All values at rated speed and power with standard options unless otherwise noted.

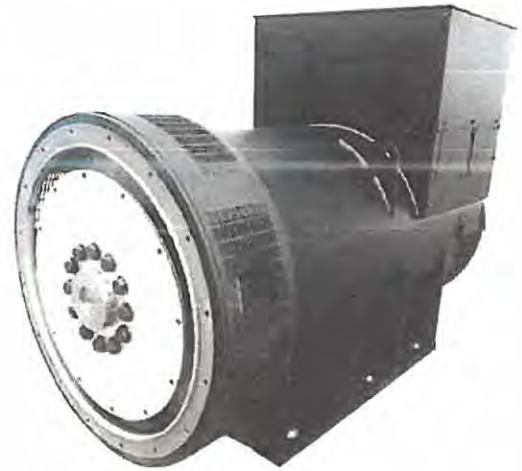
*** Revised Data**

Curve 4045HF2851800158. Sheet 2 of 2
 June 2007

Industrial Alternators

BLUE STAR
Power Systems Inc.

Blue Star Power Systems, Inc. utilizes the highest quality alternators available. Our industrial alternators provide consistent performance, quality design, and great durability required for long life and versatility. Alternators used by Blue Star Power Systems, Inc. are UL and CSA Listed, which guarantees that each one meets the rigorous demands of industrial power generation and will provide safe and effective service for the life of the alternator. Blue Star Power Systems, Inc. alternators range from 20 kWe through 2000 kWe.



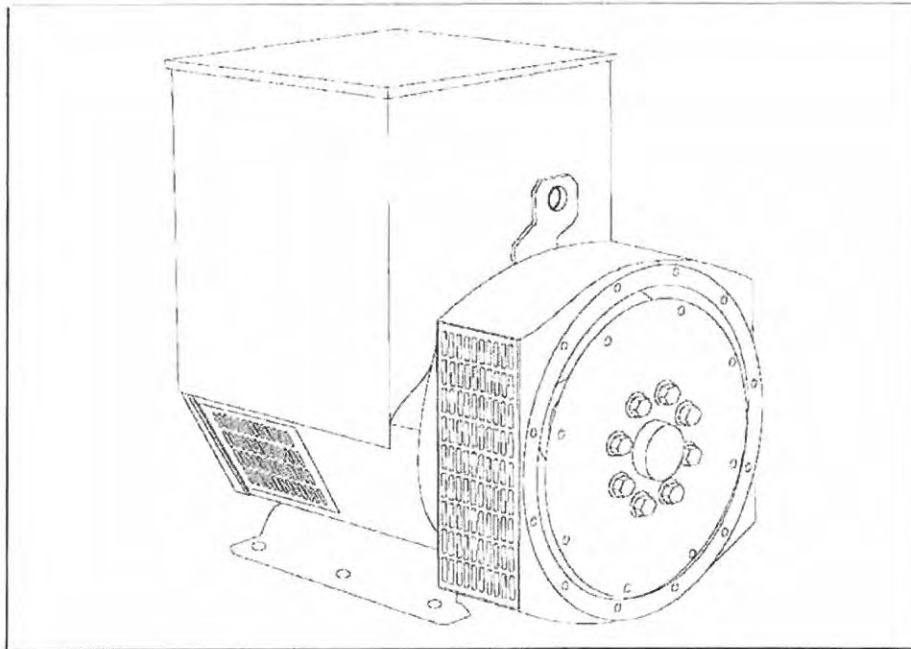
Standard Features

- **Enhanced Ventilation**
Created by a high-efficiency fan that optimizes internal airflow patterns, maximizes heat transfer, and minimizes hot spot differentials for extended winding life.
- **Fully Guarded**
For operator safety and alternator protection. No rotating or electrically energized parts are exposed. All openings are covered by louvers or screens.
- **Large Conduit Box**
Provides ample space for easy connections and allows load line access from all sides, top, or bottom.
- **Design Specs and Agency Approvals**
All Blue Star Power Systems, Inc. alternators are UL and CSA Listed (unless specified otherwise) and meet NEMA MG1-32, BS5000, CSA C22.2, IEC 34 and VDE 0530 requirements.
- **Class H Insulation System**
Utilizes an unsaturated polyester varnish for optimal insulation life and superior moisture protection.
- **Optimized Windings**
Provide low reactances and exceptional motor starting capability. The stator windings utilize a 2/3 pitch to minimize harmonic distortion and facilitate parallel operation.
- **Permanent Magnet Generator (optional)**
Ensures 300% short circuit current during fault conditions and provides the regulator with input power isolated from load distortion.
- **Heavy-Duty Bearing**
Resists contamination and gives a life expectancy up to 40,000 hours.
- **Automatic Voltage Regulator**
Provides accurate 1% regulation, under-speed protection, stability adjustment to optimize transient performance, and EMI filtering to commercial standards. Fully encapsulated for rugged durability in virtually any environment.

STAMFORD[®]

UCI274E - Winding 311

Technical Data Sheet



UCI274E

SPECIFICATIONS & OPTIONS

STAMFORD

STANDARDS

Stamford industrial generators meet the requirements of BS EN 60034 and the relevant section of other international standards such as BS5000, VDE 0530, NEMA MG1-32, IEC34, CSA C22.2-100, AS1359.

Other standards and certifications can be considered on request.

VOLTAGE REGULATORS

SX460 AVR - STANDARD

With this self excited control system the main stator supplies power via the Automatic Voltage Regulator (AVR) to the exciter stator. The high efficiency semiconductors of the AVR ensure positive build-up from initial low levels of residual voltage.

The exciter rotor output is fed to the main rotor through a three phase full wave bridge rectifier. This rectifier is protected by a surge suppressor against surges caused, for example, by short circuit.

AS440 AVR

With this self-excited system the main stator provides power via the AVR to the exciter stator. The high efficiency semiconductors of the AVR ensure positive build-up from initial low levels of residual voltage.

The exciter rotor output is fed to the main rotor through a three-phase full-wave bridge rectifier. The rectifier is protected by a surge suppressor against surges caused, for example, by short circuit or out-of-phase paralleling.

The AS440 will support a range of electronic accessories, including a 'droop' Current Transformer (CT) to permit parallel operation with other ac generators.

MX341 AVR

This sophisticated AVR is incorporated into the Stamford Permanent Magnet Generator (PMG) control system.

The PMG provides power via the AVR to the main exciter, giving a source of constant excitation power independent of generator output. The main exciter output is then fed to the main rotor, through a full wave bridge, protected by a surge suppressor. The AVR has in-built protection against sustained over-excitation, caused by internal or external faults. This de-excites the machine after a minimum of 5 seconds.

An engine relief load acceptance feature can enable full load to be applied to the generator in a single step.

If three-phase sensing is required with the PMG system the MX321 AVR must be used.

We recommend three-phase sensing for applications with greatly unbalanced or highly non-linear loads.

MX321 AVR

The most sophisticated of all our AVRs combines all the features of the MX341 with, additionally, three-phase rms sensing, for improved regulation and performance.

Over voltage protection is built-in and short circuit current level adjustments is an optional facility.

WINDINGS & ELECTRICAL PERFORMANCE

All generator stators are wound to 2/3 pitch. This eliminates triplen (3rd, 9th, 15th ...) harmonics on the voltage waveform and is found to be the optimum design for trouble-free supply of non-linear loads. The 2/3 pitch design avoids excessive neutral currents sometimes seen with higher winding pitches, when in parallel with the mains. A fully connected damper winding reduces oscillations during paralleling. This winding, with the 2/3 pitch and carefully selected pole and tooth designs, ensures very low waveform distortion.

TERMINALS & TERMINAL BOX

Standard generators are 3-phase reconnectable with 12 ends brought out to the terminals, which are mounted on a cover at the non-drive end of the generator. A sheet steel terminal box contains the AVR and provides ample space for the customers' wiring and gland arrangements. It has removable panels for easy access.

SHAFT & KEYS

All generator rotors are dynamically balanced to better than BS6861:Part 1 Grade 2.5 for minimum vibration in operation. Two bearing generators are balanced with a half key.

INSULATION/IMPREGNATION

The insulation system is class 'H'.

All wound components are impregnated with materials and processes designed specifically to provide the high build required for static windings and the high mechanical strength required for rotating components.

QUALITY ASSURANCE

Generators are manufactured using production procedures having a quality assurance level to BS EN ISO 9001.

The stated voltage regulation may not be maintained in the presence of certain radio transmitted signals. Any change in performance will fall within the limits of Criteria 'B' of EN 61000-6-2:2001. At no time will the steady-state voltage regulation exceed 2%.

DE RATES

All values tabulated on page 8 are subject to the following reductions

5% when air inlet filters are fitted.

3% for every 500 metres by which the operating altitude exceeds 1000 metres above mean sea level.

3% for every 5°C by which the operational ambient temperature exceeds 40°C.

Note: Requirement for operating in an ambient exceeding 60°C must be referred to the factory.

NB Continuous development of our products entitles us to change specification details without notice, therefore they must not be regarded as binding.

Front cover drawing typical of product range.

UCI274E
WINDING 311

STAMFORD

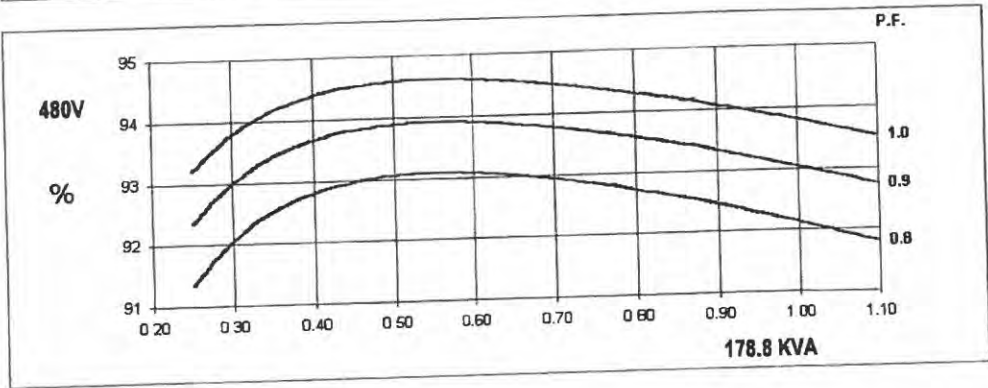
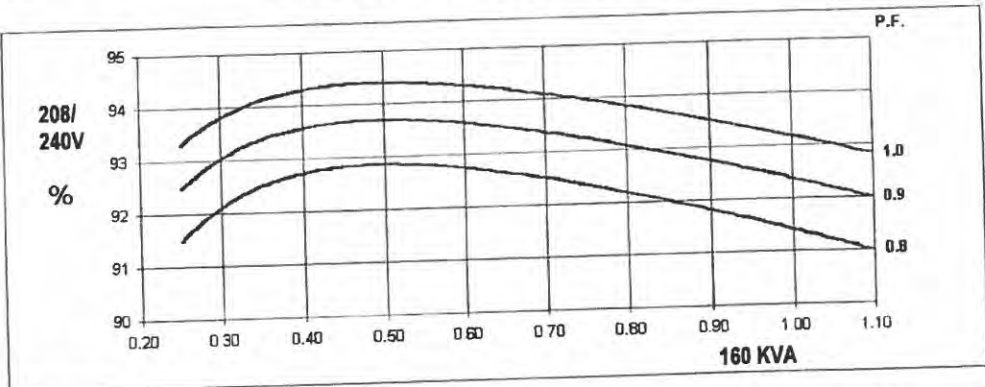
CONTROL SYSTEM	SEPARATELY EXCITED BY P.M.G.							
A.V.R.	MX321	MX341						
VOLTAGE REGULATION	± 0.5 %	± 1.0 %	With 4% ENGINE GOVERNING					
SUSTAINED SHORT CIRCUIT	REFER TO SHORT CIRCUIT DECREMENT CURVES (page 7)							
CONTROL SYSTEM	SELF EXCITED							
A.V.R.	SX460	AS440						
VOLTAGE REGULATION	± 1.0 %	± 1.0 %	With 4% ENGINE GOVERNING					
SUSTAINED SHORT CIRCUIT	SERIES 4 CONTROL DOES NOT SUSTAIN A SHORT CIRCUIT CURRENT							
INSULATION SYSTEM	CLASS H							
PROTECTION	IP23							
RATED POWER FACTOR	0.8							
STATOR WINDING	DOUBLE LAYER CONCENTRIC							
WINDING PITCH	TWO THIRDS							
WINDING LEADS	12							
STATOR WDG. RESISTANCE	0.0317 Ohms PER PHASE AT 22°C SERIES STAR CONNECTED							
ROTOR WDG. RESISTANCE	1.34 Ohms at 22°C							
EXCITER STATOR RESISTANCE	20 Ohms at 22°C							
EXCITER ROTOR RESISTANCE	0.091 Ohms PER PHASE AT 22°C							
R.F.I. SUPPRESSION	BS EN 61000-6-2 & BS EN 61000-6-4, VDE 0875G, VDE 0875N. refer to factory for others							
WAVEFORM DISTORTION	NO LOAD < 1.5% NON-DISTORTING BALANCED LINEAR LOAD < 5.0%							
MAXIMUM OVERSPEED	2250 Rev/Min							
BEARING DRIVE END	BALL. 6315-2RS (ISO)							
BEARING NON-DRIVE END	BALL. 6310-2RS (ISO)							
	1 BEARING				2 BEARING			
WEIGHT COMP. GENERATOR	492 kg				511 kg			
WEIGHT WOUND STATOR	180 kg				180 kg			
WEIGHT WOUND ROTOR	167.51 kg				156.55 kg			
WR ² INERTIA	1.3271 kgm ²				1.2765 kgm ²			
SHIPPING WEIGHTS in a crate	525 kg				539 kg			
PACKING CRATE SIZE	123 x 67 x 103(cm)				123 x 67 x 103(cm)			
	50 Hz				60 Hz			
TELEPHONE INTERFERENCE	THF<2%				TIF<50			
COOLING AIR	0.514 m ³ /sec 1090 cfm				0.617 m ³ /sec 1308 cfm			
VOLTAGE SERIES STAR	380/220	400/231	415/240	440/254	416/240	440/254	460/266	480/277
VOLTAGE PARALLEL STAR	190/110	200/115	208/120	220/127	208/120	220/127	230/133	240/138
VOLTAGE SERIES DELTA	220/110	230/115	240/120	254/127	240/120	254/127	266/133	277/138
KVA BASE RATING FOR REACTANCE VALUES	140	140	140	N/A	160	167.5	167.5	178.8
X _d DIR. AXIS SYNCHRONOUS	2.34	2.11	1.96	-	2.68	2.51	2.29	2.25
X' _d DIR. AXIS TRANSIENT	0.21	0.19	0.18	-	0.25	0.23	0.21	0.21
X'' _d DIR. AXIS SUBTRANSIENT	0.14	0.13	0.12	-	0.17	0.16	0.15	0.14
X _q QUAD. AXIS REACTANCE	1.53	1.39	1.28	-	1.74	1.63	1.49	1.46
X'' _q QUAD. AXIS SUBTRANSIENT	0.18	0.16	0.15	-	0.22	0.21	0.19	0.18
X _L LEAKAGE REACTANCE	0.08	0.08	0.07	-	0.09	0.08	0.08	0.08
X ₂ NEGATIVE SEQUENCE	0.16	0.14	0.13	-	0.19	0.18	0.16	0.16
X ₀ ZERO SEQUENCE	0.10	0.09	0.08	-	0.11	0.10	0.09	0.09
REACTANCES ARE SATURATED				VALUES ARE PER UNIT AT RATING AND VOLTAGE INDICATED				
T' _d TRANSIENT TIME CONST.	0.032 s							
T'' _d SUB-TRANSTIME CONST.	0.01 s							
T' _{do} O.C. FIELD TIME CONST.	0.85 s							
T _a ARMATURE TIME CONST.	0.007 s							
SHORT CIRCUIT RATIO	1/X _d							

60 Hz

UCI274E
Winding 311

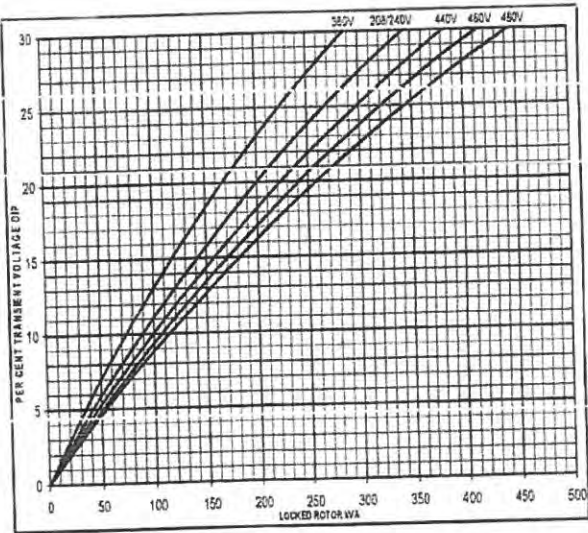
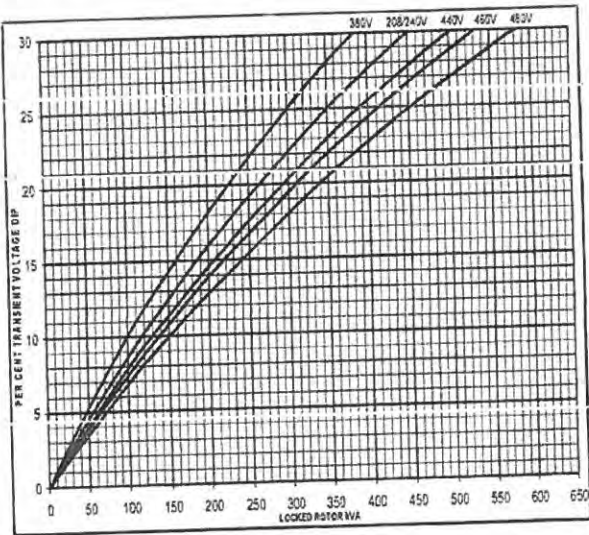
STAMFORD

THREE PHASE EFFICIENCY CURVES



Locked Rotor Motor Starting Curve

60 Hz
MX SX

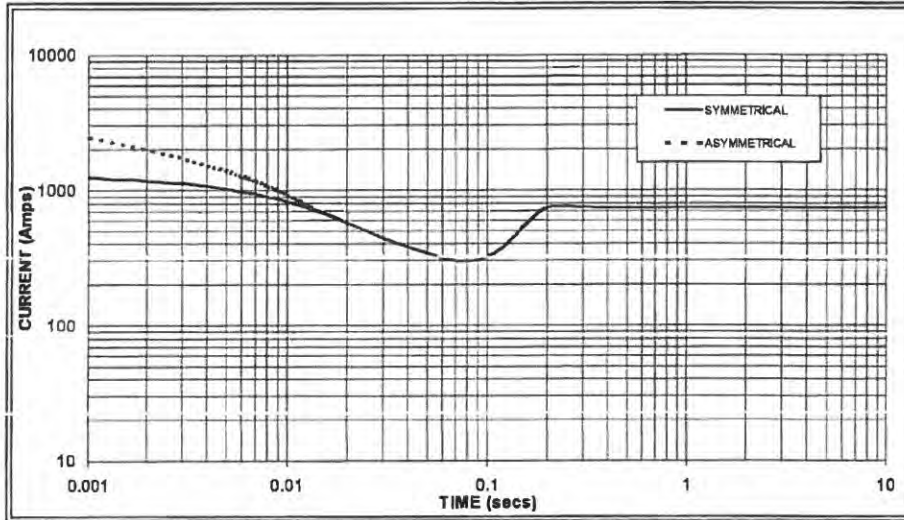


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STAMFORD

Three-phase Short Circuit Decrement Curve. No-load Excitation at Rated Speed
Based on star (wye) connection.

60
Hz



Sustained Short Circuit = 740 Amps

Note 1

The following multiplication factors should be used to adjust the values from curve between time 0.001 seconds and the minimum current point in respect of nominal operating voltage :

50Hz		60Hz	
Voltage	Factor	Voltage	Factor
380v	X 1.00	416v	X 1.00
400v	X 1.07	440v	X 1.06
415v	X 1.12	460v	X 1.12
		480v	X 1.17

The sustained current value is constant irrespective of voltage level

Note 2

The following multiplication factor should be used to convert the values calculated in accordance with NOTE 1 to those applicable to the various types of short circuit :

	3-phase	2-phase L-L	1-phase L-N
Instantaneous	x 1.00	x 0.87	x 1.30
Minimum	x 1.00	x 1.80	x 3.20
Sustained	x 1.00	x 1.50	x 2.50
Max. sustained duration	10 sec.	5 sec.	2 sec.

All other times are unchanged

Note 3

Curves are drawn for Star (Wye) connected machines. For other connection the following multipliers should be applied to current values as shown :

Parallel Star = Curve current value X 2

Series Delta = Curve current value X 1.732

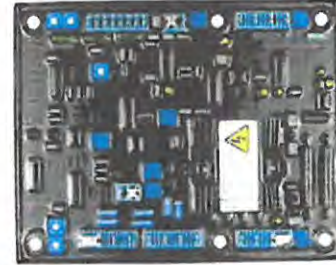
RATINGS

Class - Temp Rise		Cont. F - 105/40°C				Cont. H - 125/40°C				Standby - 150/40°C				Standby - 163/27°C			
60 Hz	Series Star (V)	416	440	460	480	416	440	460	480	416	440	460	480	416	440	460	480
	Parallel Star (V)	208	220	230	240	208	220	230	240	208	220	230	240	208	220	230	240
	Series Delta (V)	240	254	266	277	240	254	266	277	240	254	266	277	240	254	266	277
	kVA	140.0	143.8	143.8	160.0	160.0	167.5	167.5	178.8	170.0	175.0	175.0	187.5	175.0	181.3	181.3	193.8
	kW	112.0	115.0	115.0	128.0	128.0	134.0	134.0	143.0	136.0	140.0	140.0	150.0	140.0	145.0	145.0	155.0
	Efficiency (%)	91.9	92.2	92.5	92.5	91.4	91.7	92.1	92.1	91.2	91.5	91.9	92.0	91.0	91.4	91.8	91.9
	kW Input	121.9	124.8	124.4	138.4	140.0	146.1	145.5	155.3	149.1	153.0	152.3	163.0	153.8	158.7	158.0	168.7

MX321 Voltage Regulator

BLUE STAR
Power Systems Inc.

MX321 is a three phase sensed Automatic Voltage Regulator and forms part of the excitation system for a brush-less generator. Excitation power is derived from a three-phase permanent magnet generator (PMG), to isolate the AVR control circuits from the effects of nonlinear loads and to reduce radio frequency interference on the generator terminals. Sustained generator short circuit current is another feature of the PMG system.



Voltage Adjustment

The screwdriver adjustable potentiometer adjusts the generator output voltage. Adjustment clockwise increases the generator output voltage.

When using a remote voltage adjust rheostat, remove the jumper wire across terminals 1 and 2 and install a 1k ohm 1 watt rheostat. This will give $\pm 10\%$ voltage variation from the nominal.

Stability Adjustment

The AVR includes a stability or damping circuit to provide good steady state and transient performance of the generator.

A jumper link selector is provided to optimize the response of the stability circuit to various size generators. The link should be positioned as shown in the diagram according to the kW rating of the generator.

The correct setting of the Stability adjustment can be found by running the generator at no load and slowly turning the stability control anti-clockwise until the generator voltage starts to become unstable.

The optimum or critically damped position is slightly clockwise from this point (i.e. where the machine volts are stable but close to the unstable region).

Under Frequency Roll Off (UFRO) Adjustment

The AVR incorporates an underspeed protection circuit which gives a volts/Hz characteristic when the generator speed falls below a presettable threshold known as the "knee" point.

The red Light Emitting Diode (LED) gives indication that the UFRO circuit is operating.

The UFRO adjustment is preset and sealed and only requires the selection of 50 or 60Hz and 4 pole or 6 pole, using the jumper link as shown in the diagram.

For optimum setting, the LED should illuminate as the frequency falls just below nominal, i.e. 47Hz on a 50Hz system or 57Hz on a 60Hz system.

Specifications

Sensing Input

Voltage	190 to 264VAC max, 1 or 3 phase
Frequency	50 to 60 Hz Nominal

Power Input (PMG)

Voltage	170 to 220VAC, 3 phase
Current	3A
Frequency	100 to 120 Hz Nominal

Output

Voltage	max 120VDC
Current	Continuous 3.7A Intermittent 6A for 10 secs
Resistance	15 ohms Minimum

Regulation +/- 0.5% RMS

Thermal Drift 0.02% per 1°C change in AVR ambient

Soft Start Ramp Time 0.4 - 4 seconds

Typical System Response

AVR Response	10 ms
Field Current to 90%	80 ms
Machine Volts to 97%	300 ms

External Voltage Adjustment +/-10% with 1k ohm 1 watt trimmer

Under Frequency Protection

Set Point	95% Hz
Slope	100 to 300% down to 30 Hz
Max. Dwell	20% volts/S Recovery

Unit Power Dissipation 18 watts Maximum

Analog Input

Maximum Input	+/- 5VDC
Sensitivity	1V for 5% Generator Volts (Adjustable)
Input Resistance	1k ohm

Quadrature Droop Input 10 ohms Burden

Max. Sensitivity	0.22A for 5% Droop OPF
Max. Input:	0.33A

Current Limit Input 10 ohms burden

Sensitivity Range	0.5 to 1A
-------------------	-----------

Over Voltage Detection Input 10 ohms Burden

Set Point	300V Time Delay: 1 sec (Fixed)
CB Trip Coil Volts	10 to 30VDC
CB Trip Coil Resistance	20 to 60 ohms
Time Delay	1 second (Fixed)

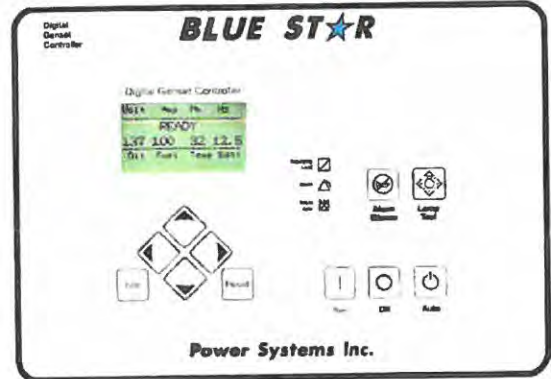
Over Excitation Protection

Set Point	75VDC
Time Delay	8 to 15 seconds (Fixed)

BLUE STAR Power Systems Inc.

DGC-2020 Control Panel

Blue Star Power Systems, Inc. Digital Generator Set Control Panel (DGC-2020) is a highly advanced integrated generator set control system. The DGC-2020 is perfectly focused, combining rugged construction and microprocessor technology to offer a product that will hold up to almost any environment and flexible enough to meet your application's needs. This device provides generator set control, transfer switch control, metering, protection and programmable logic in a simple, easy to use, reliable, rugged, and cost effective package.



Highlights

- UL Recognized, CSA & CE approved
- Remote communication options
- Microprocessor based
- Rugged encapsulated construction
- Complete system metering

Standard Features

- Generator Metering
- Engine Metering
- Generator Set Control
- Engine Protection:
 - Oil Pressure
 - Engine Temperature
 - Overspeed
 - Overcrank
- BESTCOMS Plus:
 - Programming and Setup Software
 - Intuitive and Powerful
 - Remote Control and Monitoring
 - Programmable Logic
 - USB Communications
 - SAE J1939 Engine ECU Communications (Where Applicable)
- Extremely Rugged, Fully Encapsulated Design
- 16 Programmable Inputs
- 7 Contact Outputs: (3) 30ADC and (4) Programmable 2ADC Rated Contacts
- Wide Ambient Temperature Range
- UL Recognized, CSA Certified, CE Approved
- HALT (Highly Accelerated Life Test) Tested
- IP54 Front Panel Rating with Integrated Gasket
- NFPA110 Level One Compliant
- Real Time Clock with Battery Backup and Event Log
- Emergency Stop Pushbutton
- Current Sensing: 5A CT inputs
- Generator Frequency: 50/60 Hz
- LCD Display Heater to -40°F
- Event Recording (up to 99 occurrences)

Standard Gen-Set Monitoring

- Generator parameters: voltage, current, frequency, real power (Watts), apparent power (VA), and power factor
- Engine parameters: oil pressure, coolant temperature, RPM, battery voltage, fuel level, engine runtime, and various J1939 supported parameters where applicable

Standard Engine Control Functions

Cranking Control

- Cyclic or Continuous (Fully Programmable)

Successful Start Counter

- Counts and Records Successful Engine Starts

Timers

- Engine Cooldown Timer (Specify)
- Engine Maintenance Interval Timer (Specify)
- Pre-Alarm Time Delays for Weak/Low

Battery Voltage

- Alarm Time Delay for Overspeed

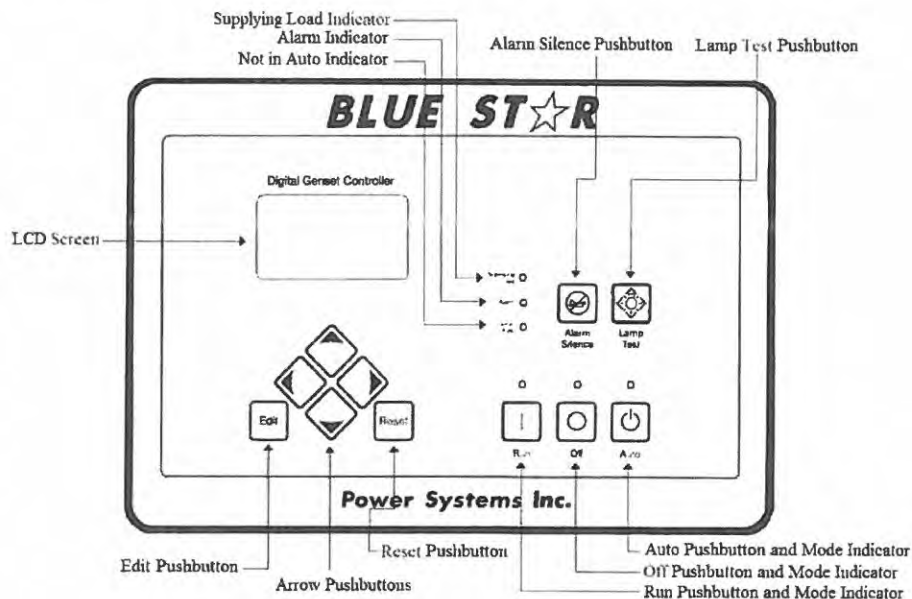
- Alarm Time Delay for Sender Failure
- Arming Time Delays After Crank Disconnect:
 - Low Oil Pressure
 - High Coolant Temperature
 - Pre-Crank Delay
- Continuous/Cyclic Cranking Timing Sequence

DGC-2020 Control Panel



Front Panel LED Indicators:

- Run: Green – Indicates controller is in the RUN mode
- Off: Red – Indicates controller is in the OFF mode
- Auto: Green – Indicates unit is in the AUTO mode
- Not in Auto: Red – Indicates DGC-2020 is not in AUTO mode
- Supplying Load: Green – Indicates system is supplying current to a connected load
- Alarm: Red – Indicates an alarm situation by continuous illumination
A pre-alarm will flash



Standard Engine Protection Functions

Pre-Alarms (Warnings)

- Low Oil Pressure
- High Coolant Temperature
- Low Coolant Temperature
- Battery Overcharge (High Voltage)
- Weak Battery (Low Voltage)

- Battery Charger Failure
- Engine Sender Unit Failure
- Engine kW/e Overload
- Maintenance Interval Timer
- Low Fuel Level
- Fuel Leak Detect

Alarms (Shutdowns)

- Low Oil Pressure
- High Coolant Temperature
- Overspeed
- Overcrank
- Fuel Sender Failure

- All alarms and pre-alarms can be configured via the BESTCOMSPPlus PC software or the front panel.

Optional Features

- Generator Protection 27(2), 32, 40Q, 51(2), 59(2), 81O, 81U
- Enhanced Generator Protection - 51 and 47
- Selection of Integrating Reset or Instantaneous Reset Characteristics for Overcurrent Protection
- Remote Communication to RDP-110 / NFPA-110 Compliant Remote Annunciator
- Additional (8) Programmable 2ADC Contacts
- Remote Dial-out and Dial-in Capability with Modem
- Modbus Communications with RS-485
- Expandable I/O Capability via J1939 CANBUS
- Automatic Transfer Switch Control
- Remote Emergency Stop
- Multilingual Capability
- High Fuel Level Pre-Alarm
- Critical Low Fuel Level Alarm
- Analog Meters

Generator Protection

- Undervoltage (27)
- Underfrequency (81U)
- Overcurrent (51)
- Reverse Power (32)
- Phase Imbalance (47)
- Overvoltage (59)
- Overfrequency (81O)
- Phase Imbalance (57)
- Loss of Excitation (400)
- Generator Overcurrent (51)

All generator protection features are programmable as alarms or pre-alarms.

DGC-2020 Control Panel

BLUE STAR
Power Systems Inc.

Contact Outputs

For those applications where more output contacts are needed, the DGC-2020 can be adapted to include 8 additional 2ADC rated dry contact outputs. These are real contacts and not the solid-state type that require additional external circuitry to properly operate. These contacts are fully programmable via the easy-to-use BESTCOMSPlus PC software and can be assigned to numerous user-defined functions.

DC Voltage Panel Mounted Modem

The DGC-2020 can provide long distance communication by adding a modem. When a modem is used, the user can access the DGC-2020 from virtually anywhere via a dedicated telephone line. The user can monitor and control the gen-set as if standing right in front of it. The DGC-2020 can also dial out for pre-programmed circumstances to alert the user of selected situations.

RS-485 Communication

When the RS-485 option is selected, the user can send and receive information from the DGC-2020 via the RS-485 communications port and Modbus protocol. This feature allows the DGC-2020 to be fully integrated into the building management system. Please see the instruction manual for the Modbus register list.

Enhanced Generator Protection

In addition to the standard generator protection (27, 59, 81O, 81U) the DGC-2020 can be equipped with a more sophisticated generator protection system. This option provides an overcurrent element (51) with 17 selectable time current characteristic curves and a voltage phase balance protection function.

Transfer Switch Control (Mains Failure)

The DGC-2020 monitors utility (mains) and determines if it is providing power that is suitable for the loads. If the utility supply goes outside of predetermined levels, the generator is started and the utility is disconnected from the load and the generator is connected. When the utility returns to acceptable levels for a sufficient time, the generator is disconnected and the utility is reconnected to the load. It also includes appropriate adjustable timers or time delays for establishing stable utility operation.

Contact Expansion Module (CEM)

The CEM add-on module increases the contact input and contact output capability adding 10 contact inputs and 24 form C contact outputs. This module communicates to the DGC-2020 via SAE J1939 CANBUS and allows the user to program the functionality of these inputs and outputs in the BESTCOMS programmable logic program. The user can add labels for the inputs and outputs that appear on BESTCOMS front panel, and in the programmable logic. All the functionality can be assigned to these inputs and outputs as if they were an integrated part of the DGC-2020. The CEM-2020 module has all of the environmental ratings, like the DGC-2020, including a model for UL Class1 Div2 applications (consult price list for part number). The output ratings of the form C contacts are: (12 contacts) 10A @ 30VDC and (12 contacts) 2A @ 30VDC. The 2A rated contacts are gold flash contacts for low current circuits. The CEM-2020 terminals accept a maximum wire size of 12 AWG while the chassis ground requires 12 AWG wire. The CEM-2020 provides the user with the flexibility to use the same model DGC-2020 gen-set controller for simple applications or more complicated applications that require contact functionality or duplication of contacts for remote annunciation. Flexibility is one of the benefits of the DGC-2020, and this add-on module enhances that benefit even further.

ModBus TCP/RTU (NetBiter RTU-TCP Gateway)

NetBiter® RTU-TCP Gateway connects the fully enhanced DGC-2020 with Ethernet and mobile networks. The gateway acts as a transparent bridge translating DGC-2020 Modbus registers allowing control systems, such as PLCs, SCADA, etc. to communicate over Ethernet. One gateway is required per generator allowing multiple generator sets to be accessed and monitored simultaneously. Note: This option does not interface with BESTCOMSPlus software. Features include: connectivity between serial Modbus devices and the Modbus TCP; RS-232, RS-485 and RS-422 connectivity; Ethernet and mobile network connectivity; 10/100 Mbit/s Ethernet; web-based configuration; DIN rail mounting; and network and serial status indicators.

Load Share Module 2020 (LSM-2020)

The LSM is an easy to connect and use add-on module for the DGC-2020 to allow the DGC-2020 to control the kW load sharing of multiple generator sets. The LSM-2020 is remotely mounted and communicates to the DGC-2020 via J1939 CANbus communications.

Paint & Powder Coat

BLUE STAR

Power Systems Inc.

Generator Set

Blue Star Power Systems, Inc. completely paints all of its generator sets in our state-of-the-art downdraft paint booth. It begins with an extensive cleaning of the unit through sanding and a full wipe down using an alkaline-based cleaner. Once completely clean, the unit is then painted with Cardinal Industrial Semigloss paint. Electrostatic paint equipment ensures correct and even coverage. The unit then receives a complete covering of Cardinal Industrial Clear Coat in a hammer texture to provide extra protection and a durable long-lasting easy-to-clean finish.

Performance Characteristics

- 3.0+ Mils TDFT
- Xenon Arc 1100 hours - Excellent Weatherability
- 1000 Hour Salt Spray - Over Primer - Passed (3.0 Mils Total TDFT)
- Adhesion, Crosshatch - 5B
- Gloss 90+ @ 60°

Generator Set Enclosure

Blue Star Power Systems, Inc. provides Cardinal Industrial Hammer Textured Semi-Gloss Polyester Powder Coating as standard on all our enclosures. Long term exterior durability, high performance mechanical properties and high gloss are standard characteristics of Cardinal Powder Coating. Cardinal TGIC Polyester Coating exceeds UL 2200 & CSA requirements.

Performance Characteristics

- Cured Powder Properties 2.0+ Mils DFT
- PCI Powder Smoothness 1 Mil
- Pencil Hardness 2H+
- Flexibility 1/8 in Diameter - No Fracture
- Salt Spray ASTM-B117 1000 Hours - Pass
- Humidity ASTM-02247 1000 Hours - Pass
- Adhesion, Crosshatch - 5B
- Gloss 90+ @ 60°

Standard Colors

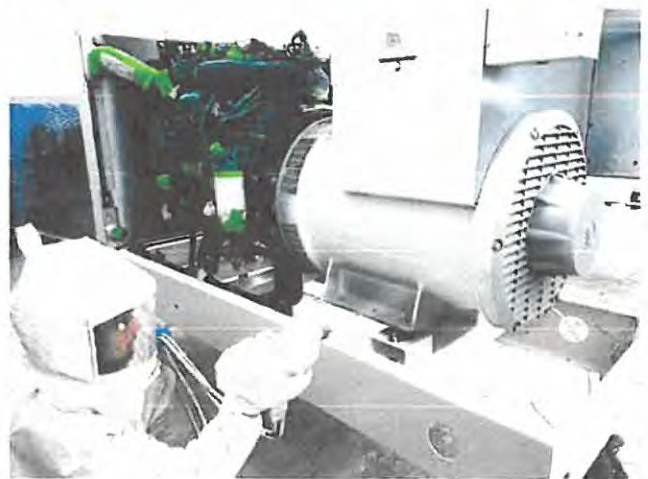
White | T012-WH260

Gray | G013-GR08



Custom Colors

Custom Colors: Blue Star Power Systems, Inc. offers custom color options for your generator set enclosure. Cardinal is licensed by PANTONE® to accurately simulate both the PANTONE MATCHING SYSTEM® colors and the PANTONE® Textile Color System® with our powder and liquid coatings. Additional Charges apply.



Sub-Base Fuel Tanks

Blue Star Power Systems, Inc. provides either Diamond Vogel Nexgen Technology Paint or Cardinal Industrial Hammer Textured Semi-Gloss Polyester Powder Coat on all of our sub-base fuel tanks. Nexgen and Cardinal Industrial both offer excellent coverage and performance characteristics. Nexgen and Cardinal Industrial both exceed UL requirements.

Performance Characteristics

- 3.0+ Mils TDFT
- Xenon Arc 1100 Hours
- 500 Hour Salt Spray - Over Primer - Passed (3.0 Mils Total TDFT)
- Adhesion Crosshatch - 5B
- Gloss 90+ @ 60°

Standard Color



Enclosures

BLUE STAR Power Systems Inc.

Blue Star Power Systems, Inc. enclosures are specifically designed for optimal protection against the elements. They are designed to protect the entire system from even the most extreme environments, and to reduce sound levels to most specified requirements. Blue Star Power Systems, Inc.'s vast flexibility allows the design of standard enclosures to meet most specifications or requirements. All standard enclosure models are constructed of 14 gauge steel and feature a pitched roof for increased structural integrity and superior watershed. All enclosures feature a rugged UL listed hammer powder coat finish as standard for a long lasting and durable finish in standard white or gray. Custom colors are available as specified.

Enclosure Design Features

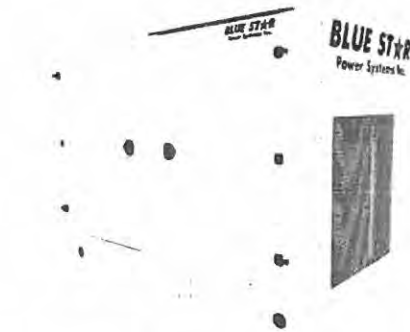
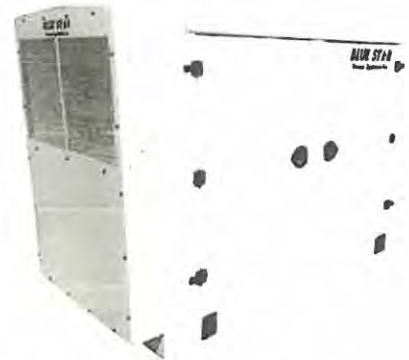


- UL 2200 & CSA Listed as standard
- All enclosure models are 200 MPH wind rating certified in accordance with IBC2018 and ASCE/SEI 7-16 standards.
- Lockable gasketed doors with draw down latches and Stainless Steel component hinges
- All Stainless Steel fasteners
- UL & CSA listed extreme-wear hammer powder coat finish
- Pitched roof for high structural integrity and superior watershed
- Above-door drip guards
- Optimal airflow means no cooling system de-rates on most models
- Internally mounted exhaust silencers standard up to 600 kW
- Sound attenuation options
- Stainless Steel and Aluminum enclosure options

Level 1

Weather Proof Enclosure

Blue Star Power Systems, Inc. Level 1 enclosures have the rugged construction and weather proof protection required for most outdoor environments. These enclosures will effectively protect the gen-set through high wind (200 MPH), rain, snow, and other extreme weather conditions. Weather proof enclosures feature standard hinged lockable doors, a pitched roof to prevent water accumulation and improved structural integrity. The enclosure is painted with extreme-wear UL and CSA listed hammer powder coat finish.



Level 2

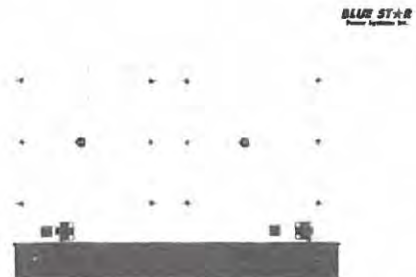
Weather Proof Enclosure with Foam

Blue Star Power Systems, Inc. Level 2 enclosures include all of the same great features of the Level 1 enclosures, and include even more. With the addition of high performance 1.5" Type D Sound Attenuating Foam, our Level 2 Enclosures offer an even lower dBA rating with the same great weather proof protection.

Level 3

Sound Attenuated Enclosure

Blue Star Power Systems, Inc. Level 3 enclosures feature the same great weather proof protection and standard features as the Level 1 & 2 enclosure models, but with a greater emphasis on reducing sound levels. Standard Level 3 features include the same high performance 1.5" type D sound attenuating foam, and also feature the addition of a separate frontal exhaust sound chamber and dual rear air intake to ensure that your system runs exceptionally quiet. These features make this enclosure among the best in the industry for noise reduction and quality.



Sound Attenuation Foam

BLUE STAR
Power Systems Inc.

Polydamp® Type D Acoustical Foam, (PAF) is an acoustical grade, open cell, flexible ether based urethane foam designed to give maximum sound absorption for a given thickness. It has excellent resistance to heat, moisture and chemicals. All applications use 1.5" foam as standard.



Foam Characteristics

Sound Absorption: Nominal values of random incidence sound absorption coefficient per ASTM C384-77 for Plain/Tufflym

Foam Thickness	125	250	500	1000	2000	4000
(1.5 in) 38.1 mm	15/20	27/49	60/96	77/93	90/82	98/67
(2.0 in) 50.8 mm	20/30	40/66	90/98	100/96	96/85	100/75

	Test Standard	U.S. Standard
Density, Nominal: (lb/ft ³ -kg/m ³)	ASTM-D-3574-91	1.85
Tensile Strength: (PSI-KPa)	ASTM-D-3574-91	12
Elongation, %	ASTM-D-3574-91	120
Tear Resistance: (lb/in - N/M)	ASTM-D-3574-91	1.3
IFD: (PSI - KN/M ²)	ASTM-D-3574-91	30
Compression Set (50%): %	ASTM-D-3574-91	10
Air Permeability (Tested at 1" thickness): (Rayles/M)	ASTM C-522	
Thermal Conductivity		
(BTU/hr. ft ² , °F/in.)	ASTM C-177	0.25

Service Temperature

Continuous	-45°F (-43°C) TO 212°F (100°C)
Intermittent	250°F (121°C)

Flame Resistance

UL94	HF-1
FAR.853(B)	PASS
SAEJ-369(B)	PASS
MVSS-302	PASS
DIN	PASS

Humidity Resistance

Excellent; no significant decrease in tensile strength or elongation after 5 hrs. of steam autoclave at 250°F (121°C) per ASTM D3574-86, Test J.

Chemical Resistance

Excellent - no significant change in strength after 4 weeks immersion in common solvents, alkalies, acids, and water.

Estimated Service Life:

Min. 10 years at 80F (27°C) and 95% R.H.

Adhesive Characteristics

P4 is a high performance unsupported acrylic pressure sensitive adhesive exhibiting aggressive tack, high peel and shear, and good heat resistance. In addition, it has good chemical and plasticizer resistance as well as excellent long term aging and the ability to withstand environmental extremes.

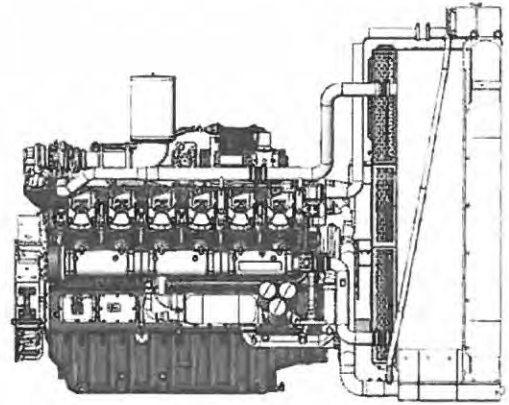
Adhesive Thickness (Nominal)	0.004"
Color of Adhesive	Water Clear
Release Liner	76 lb Polycoated bleached kraft paper
Service Temperature	-40°F +200°F

BLUE STAR

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Radiators

Blue Star Power Systems, Inc. radiators offer a variety of styles and configurations including radiator and charged air assemblies, radiator and aftercooler assemblies with durable core construction. Our radiators are compact and efficient meeting the most stringent enclosure footprint requirements. All radiators are sized for 50°C (122°F) ambient. The single-source design ensures a perfect match with your generator set package.



Radiator Features

Standard Radiator Package

- Engine-specific tank design with variant coolant connection locations and sizes (dependant on engine size)
- Complete cooling package with mounting foot and plumbing kit
- All steel construction of top and bottom tanks
- Dual Core designs -
 - Jacket Water / Charged Air Circuit
 - Jacket Water / After Cooler Circuit
- Individual radiators designed to meet manufacturer's specific requirements
- Top tank has built in expansion capacity - no need for an external recover tank
- Full or partial deration system built into the top tank
- Standard cooling package includes fan shroud & fan guard
- Corrosion preventive options:
 - Hot dipped galvanizing on all steel parts or stainless steel
 - Epoxy coated cores

Fan-On Radiator Design

- Engine-specific tank design with variant coolant connection locations and sizes (dependant on engine size)
- Rigid built construction for fan support
- High speed bearings within pillow blocks
- Dual Core designs with variable jacket water / after cooler circuit designs
- All steel construction of top and bottom tanks
- Individual radiators designed to meet manufacturer's specific requirements

Circuit Breakers



Blue Star Power Systems, Inc. MC (Molded Case) Series Circuit Breakers are the highest quality in the industry. They will protect the power system and corresponding equipment from damaging fault currents circuits and overloads.

80% Rated Circuit Breakers

80% rated breakers can only be applied continuously at 80% of the rated breaker. Tripping of the circuit breaker if the current goes above 80% will depend on the amount of current and the duration.

100% Rated Circuit Breakers

100% rated breakers can be applied at 100% of their current rating continuously.

Accessories

Shunt Trip - Provides a means of tripping the circuit breaker from a remote source by energizing a solenoid in the breaker. This can be achieved through the panel faults such as engine shutdowns, overcurrent, etc. The circuit breaker will have to be reset locally in the event of a tripped breaker.

Bell Alarm / Alarm Switch - Provides remote indication of whether the circuit breaker is in a tripped position. The bell alarm will remain unchanged during on-off operations and during operation by the Push-to-Trip button on the circuit breaker.

Auxiliary Switch/Contacts - Provides remote indication of whether the circuit breaker is in an open or closed state.

Ground Fault Indication/Alarm - Adjustable relay that indicates a ground fault condition with adjustable time delay.

Trip Unit

LI Breakers - Includes adjustable Long-Time pickup and delay and adjustable Instantaneous pickup.

LSI Breakers - Includes features of LI Breakers with addition of Short-Time pickup and delay.



Breaker Model	Amperage	Percentage Rated	Maximum Voltage Rating (AC)	UL Listed Interrupting Rating (kA)			Lug Qty. and Size (Cu & Al)
				240	480	600	
H-Frame	15-150	80% or 100%	600	25	18	14	(1) #14-3/0
Q-Frame	70-250	80%	240	10	-	-	(1) #4-300 kcmil
J-Frame	150-175	80% or 100%	600	25	18	14	(1) #4-4/0
	200-250						(1) 3/0-350 kcmil
L-Frame	125-400	80% or 100%	600	65	35	18	(2) 2/0-500 kcmil
	200-600						(3) 3/0-500 kcmil
M-Frame	300-800	80%	600	65	35	18	(3) 3/0-500 kcmil

Breaker Model	Frame Size	Percentage Rated	Maximum Voltage Rating (AC)	UL Listed Interrupting Rating (kA)			Lug Qty. and Size (Cu & Al)
				240	480	600	
P-Frame	600	80% or 100%	600	65	35	18	(3) 3/0-500 kcmil
	800						(4) 3/0-500 kcmil
	1000						(12) 3/0-750 kcmil
	1200						(15) 3/0-750 kcmil
R-Frame (LSI Standard)	1600	100%	600	65	35	18	(18) 3/0-750 kcmil
	2000						(21) 3/0-750 kcmil
	2500						
	3000						

BLUE STAR

Power Systems Inc.

TPS Series Block Heaters

The TPS engine block heater is designed to preheat diesel and gaseous engines. It is simple to install, lightweight, and heats engines up to 12L displacement. Thermosiphon circulation of the coolant delivers even heat throughout the entire engine block.

Features

- cULus Listed
- CE Compliant
- Various temperature settings available, including an optional adjustable thermostat 90° - 130°F (32° - 54°C)
- Can be supplied with UL marked 120 or 240V NEMA plug



Specifications

Part Number	Volts	Watts	Amps	Male Plug	Outlet Size (Inches)
13224	120	500	4.2	Yes	5/8
14209	240	500	2.1	Yes	5/8
10014	120	1000	8.4	Yes	5/8
10015	240	1000	4.2	Yes	5/8
10016	120	1500	12.5	Yes	5/8
10017	240	1500	6.3	Yes	5/8
10018	120	1800	15	Yes	5/8
10019	240	2000	8.3	Yes	5/8

Single Stage Air Cleaner

BLUE STAR
Power Systems Inc.

Single Stage Air Cleaners are tough, non-metallic, lightweight, self-supporting and completely disposable. They are also easy to install, durable, and reliable. They are designed to function well under high and severe pulsation conditions found in many applications. Vibration-resistant media is potted into molded housings of rugged ABS plastic – so they don't fall apart as other designs might. They can be mounted vertically or horizontally.



Specifications

- No serviceable parts - Air cleaner housing and filter are one unit
- Designed to withstand severe intake pulsation
- Economical replacement cost
- Self-supporting, sturdy
- Very reliable: only one critical seal
- Lightweight and compact in size
- Non-metallic, non-corrosive
- Completely disposable - acceptable for normal trash pick-up (should not be incinerated)
- Easily installed and maintained
- Minimal removal clearance needed: only 1.5"
- Three airflow styles available to fit virtually any engine intake configuration
- Various media available for specific generator set applications: high pulsation, high humidity, etc.
- Temperature tolerance: 180°F/83°C continuous 220°F/105°C intermittent

CPJ Series Critical Grade Silencers



Blue Star Power Systems, Inc. "CPJ" Series is the accumulation of research and development offering a compact silencer without compromising performance. It incorporates a unique combination of resonator chambers, acoustically packed internal components and diffusers to achieve a stunning level of performance for its size. All CPJ series silencers are critical grade silencers and are packed with insulation to greatly reduce radiated noise and exterior shell temperature.



Standard Construction Features

- Available in sizes from 2 inch to 12 inch
- Multitude of inlet/outlet design styles to meet almost any requirement
- Packed with fiberglass insulation to reduce shell temperature and noise levels
- Fully welded double shell carbon steel weldment construction, corrosive resistant
- High density fiberglass acoustic blanket good to 1500°F, wrapped with 304 Stainless Steel wire mesh cloth and encased in a carbon steel perforated facing
- Black phenolic resin based finish paint

Optional Construction Features and Accessories

- Stainless Steel construction
- Aluminum construction
- Aluminized Steel construction
- Vertical mounting legs
- Round mounting bands
- Horizontal mounting saddles
- Horizontal and vertical shell lugs
- Special finish per specification
- Air leak test
- ASME code construction
- Oversized flanges
- Acoustic shell lagging
- High temperature acoustic pack material
- Contact factory for additional features to meet your requirements

Model #	Part #	Outlet Size	Flanged Connection	WT (lbs)
CPJS-02	10660	2.0" OD	No	12
CPJS-25	10661	2.5" OD	No	18
CPJS-03	10662	3.0" OD	No	20
CPJS-35	10663	3.5" OD	No	30
CPJS-04	10664	4.0" OD	No	31
CPJS-05	10665	5.0" OD	No	50
CPJS-06	10666	6.0" OD	Yes	50
CPJS-08	10667	8.0" OD	Yes	120
CPJS-10	10668	10.0" OD	Yes	180

Industrial Batteries

BLUE STAR
Power Systems Inc.

Engine Starting Batteries

Blistering heat and bitter cold are ruthless battery killers. That's why Blue Star Power Systems, Inc. utilizes a pioneered climatized battery. Designed to offer you long-life and high-performance starting power that will get your gen-set running even under extreme conditions. Blue Star Power Systems, Inc. "all-climate" batteries stand up to the harshest temperatures and are available in sizes and configurations to fit almost any application.



Standard Features

- Unique Manifold Vent - Virtually eliminates corrosion by venting gases away from terminals and cables
- Exclusive TRP™ Construction - Rib reinforced TRP™ container significantly improves the vibration and impact resistance
- Armored Plate Cell Bonding - Vibration is the number one killer of commercial batteries. To solve this problem, the cells of every battery are bonded
- Polyethylene Enveloped Separator Design - Super tough polyethylene material reduces electrical resistance and provides higher cranking performance
- Center Lug Design - Suppresses the vibration inherent in traditional construction for improved performance (where applicable)
- TTP™ - Through-the-Partition inter-cell connectors create a shorter current path to deliver more power to the terminals
- Heavy Duty Cases - Reinforced polyethylene or hard rubber cases stand up to the demands of standby gen-sets
- Convenient Lifting Slots - a handle is built in the top of the battery for easy carrying and transportation
- Protective Bottom Design - Waffled bottom design provides protection against nuts, bolts, or stones that might become lodged under the battery
- Computer Designed Radical Grids - An improved state-of-the-art design which adds power and resists vibration
- Threaded Accessory Ports - Features a sealed "O" ring that does not work loose during severe service (78DT only)

Specifications

BCI Group Size	NEMA Type			Dimensions (Inches)			
	Part Number	CCA at 0°F	CCA at 32°F	Length	Width	Height	Weight (lbs.)
78DT	78DT-HD	800	960	10-11/16	7-1/16	8-1/8	54
4D	4D-HD	1000	1200	19-9/16	8-5/16	10	95
8D	8D-HD	1300	1560	20-3/4	11	10	117

BC1206A Series Battery Chargers



The BC1206A charger is built to stand up to the punishing power generation environment. It is engineered to exacting performance specifications, including cULus listing for an extra margin of safety.

Features

- Automatic 12V 6A, 2-Stage charge rate
- UL 1236 listed
- Watertight, shock proof and corrosion proof
- LED status indicators
- Reverse polarity protected
- Short circuit protected
- EMI/RFI Shielded



Specifications

Specifications

Output Voltage: 12VDC

Input Rating

Input Voltage Range: 100 - 130VAC

Input Current Rating: 1.6A maximum

Float - Maintenance Stage

Float Voltage: 13.3VDC

Float Current: 0.1 A

LED Status: Green LED On

Full Load - Bulk Stage

Full Load Voltage: 12.0 - 14.1VDC

Full Load Current: 0.2 - 6.0A

LED Status: Red LED On

Reverse Polarity Protection

Available as Standard: Yes

Short Circuit / Overload Protection

Maximum Short Circuit Current: 8A (typical)

Current Limit: 7A (+/- 10%)

Operating Temperature Range

Minimum Temperature: -20° C

Maximum Temperature: 50° C

Agency Certification

This product is listed under UL 1236 for battery chargers.

Warranty

Warranty Period: 1 Year

Weight

3.5 Pounds

Sub-Base Fuel Tanks

BLUE STAR
Power Systems Inc.

Blue Star Power Systems, Inc. sub-base fuel tanks are listed and manufactured under UL 142 & ULC-S601 standards for steel above ground tanks, which guarantees that every fuel tank meets the structural and mechanical integrity requirements for mounting a generator set directly on top of the tank. This provides a convenient, efficient, and safe way to store fuel for your generator set.



Sub-Base Fuel Tank Standard Features

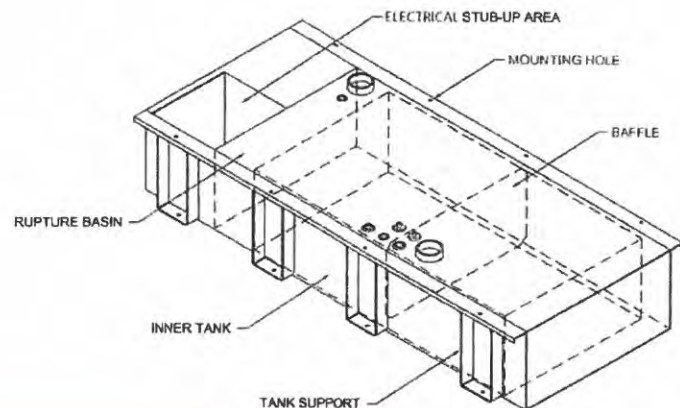
- Double walled secondary containment UL 142 & ULC-S601 Listed
- Electrical stub-up openings are standard to provide generator set wiring provisions through the base tank
- Heavy gauge steel construction
- Diamond Vogel Nexgen Technology Paint or Cardinal Industrial Hammer Textured Semi-Gloss Polyester Powder Coat
- Standard fittings: fuel supply with check valve (sized per unit), fuel return (sized per unit), 2" NPT for normal vent, 2" - 6" NPT for emergency vent (sized per unit), 2" NPT for manual fill, 1 1/2" NPT for fuel level gauge, and 3/8" NPT basin drain (plugged). Removable 1/2" supply dip tube standard (size may vary with gen-set model). 1 1/2" NPT for leak detection
- Interior tank baffle: Separates cold engine supply fuel from hot returning fuel
- Direct reading fuel level gauge
- Low fuel level and fuel leak alarms

Design Options

- High and critical low fuel level shutdowns or alarms
- Full pumping control systems for a true day tank system with a full array of electrical options
- Additional Tank Fittings
- Custom Fuel Tank Designs (sizes and shapes)
- Fuel Heater
- Fill / Spill Containment

Blue Star Power Systems, Inc. offers two distinctive types of double wall sub-base fuel tanks, those with an electrical stub up area (standard) and those without. Each type can be customized to any specification to meet your specific requirements.

UL 142 & ULC-S601 double wall secondary containment sub-base fuel tank with stub-up.



Factory Load Test



Blue Star Power Systems, Inc. factory testing is performed with the same extreme diligence and attention to detail that is given to the prototype testing process. Every engine generator set receives a complete factory load test that certifies and ensures that the set will function in accordance to every specific application. Test metering will have an accuracy of 1.3% or better. This metering equipment is calibrated annually, and is directly traceable to the National Institution of Standards & Technology (NIST). All test procedures are conducted in accordance with MIL-STD-705C where applicable.



Factory Acceptance Testing Procedures

- Insulation Resistance Test (301.1c)*
- High Potential Test (302.1b)*
- Alternator Over Speed
- Complete Engine Inspection
- Generator Inspection
 - Winding Resistance Test (401.1b)
 - Exciter Field Stator
 - Main Field Stator
- Mounting & Coupling Inspection
- Engine Fuel System Inspection
- Engine Lube Oil System Inspection
- Engine Cooling System Inspection
- DC Charging System Inspection
- Main Output Circuit Breaker Inspection
- Anticipatory Alarms and Shutdowns Test (505.2b, 515.1b, 515.2b)
- Optional Equipment Inspection (513.2a)
- Load Test (640 1d)
 - Regulator Range Test (511.1d)
 - No Load
 - MAX Load @ 1.0 P.F. (640.2d)
 - MAX Load @ 0.8 P.F.
 - Block Loads @ 0-25%, 0-50%, 0-75%, 0-100% of rated load tests (640.2d)
- 1.0 Power Factor Max Load
- 1.0 Power Factor Max Block Load Pickup
- Full Name Plate Rated Load.
- Standard Readings Taken Every 5 Minutes.

Standard Reading Recorded During Load Test Inspection

Run Time	AC Frequency
AC Voltage	Exciter Field Voltage
AC Amperage	Exciter Field Current
kVA	Lube Oil Pressure
kWe	Engine Coolant Temp.
Power Factor	Ambient Temp.

* Performed By Alternator OEM

Factory Load Test Summary

All engine generator sets are visually inspected prior to testing. This includes a complete visual/mechanical inspection to ensure that all fasteners and electrical connections are secure, that all rotating components are free of obstruction/interference and are properly guarded.

Once the unit is started, the AC voltage and frequency are set to rated values. The unit is operated at no load while all of the safety shutdowns and warnings are verified and tested. The unit is then restarted and run at 25%, 50% and 100% of rated load and power factor until the engine temperature has stabilized for at least ten minutes. During the rated and maximum load pickup portion of the test, the voltage regulator gain, stability and under frequency compensation adjustments are set for optimal performance. All test procedures are performed in accordance with MIL-STD-705C where applicable.

Throughout these test procedures the AC parameters, engine oil pressure, engine temperature, exhaust temperature, timing and air/fuel ratio (gaseous units) are monitored and recorded. The unit and all installed accessory equipment are continually examined for oil and coolant leaks, excessive vibration and foreign noises.

Once all test procedures are performed and recorded, the unit is allowed a cool down period prior to being shut down. The unit is once again inspected for leaks, loose fasteners and connections prior to leaving the test facility.

The unit receives another complete final inspection process prior to packaging and shipment.

Note: All units are tested after the painting process is complete to prevent unforeseen difficulties resulting from the painting process being performed after testing.

Witnessed Factory Load Test

Standard witnessed factory load testing must be scheduled and approved at least four weeks prior to the engine generator sets scheduled shipping date. Any requests for witnessed factory load testing after this four week period may incur additional charges.

Witnessed Extended Run Factory Load Test

Witnessed extended run factory load testing must be scheduled and approved at the time of order placement. Any requests for witnessed extended run factory load testing after this time could be denied and would if approved incur additional cost.

All units are built and tested to cUL, CSA and NFPA 110 standards.



Engine Generator Set Two (2) Year 2000 Hour Standby Limited Warranty

BLUE STAR
Power Systems Inc.

Your Blue Star Power Systems, Inc. product has been designed and manufactured with care by people with many years of experience. Blue Star Power Systems, Inc. warrants to its buyer that the product is free from defects in materials and/or workmanship for the period of time outlined below. If the product should prove defective within the time period outlined below, it will be repaired, adjusted or replaced at the option of Blue Star Power Systems, Inc., provided that the product, upon inspection by Blue Star Power Systems, Inc., has been properly installed, maintained and operated in accordance with Blue Star Power Systems, Inc.'s Generator Set Installation Guide and Operating Instructions. This limited warranty is not valid or enforceable unless: (1) all supporting maintenance records are kept on file with the end user and made available upon request from factory, and (2) the generator set is routinely exercised in accordance with operating instructions. This warranty does not apply to malfunctions caused by physical damage, misuse, improper installation, repair or service by unauthorized persons, or normal wear and tear. The warranty is not assignable.

Blue Star Power Systems, Inc. product warranty period: Engine generator set: Parts and Labor for two (2) years from the date of factory invoice or 2000 hours (whichever occurs first). Accessories (installed on the engine generator set or shipped loose): Parts and Labor for one (1) year from the date of factory invoice or 2000 hours (whichever occurs first). Transfer Switches: If purchased with a generator set (same order number): Parts and Labor for two (2) years from the date of factory invoice or 2000 hours (whichever occurs first).

The start of the warranty period can be adjusted to the date of unit start-up (limited to 180 days from invoice date) provided that the following information is provided to Blue Star Power Systems, Inc. within 30 days of start-up. The warranty will not be effective unless a copy of the Blue Star Power Systems, Inc. Start-Up Instructions & Warranty Validation form is properly filled out and returned to Blue Star Power Systems, Inc. within 30 days of start-up. If the Start-Up Instructions & Warranty Validation Form is received after 365 days (1 year) from invoicing date, all unit warranties will be void. Additionally, the engine manufacturer's engine registration form must be completed and returned to the engine manufacturer as stated in the instructions with the registration form.

To obtain warranty service: Contact your nearest Blue Star Power Systems, Inc. Service Representative. For assistance in locating your nearest authorized service representative, contact Blue Star Power Systems, Inc. at warranty@bluestarps.com.

Warranty service may be performed by authorized Blue Star Power Systems, Inc. service providers only. Service work performed by unauthorized persons will void all warranties and not be paid.

Blue Star Power Systems, Inc. shall not be liable for any claim in amount greater than the purchase price of the product. In no event shall Blue Star Power Systems, Inc. be held liable for any special, indirect, consequential or liquidated damages including but not limited to: loss of profits, loss of time, increased overhead, delays, loss of business opportunity, good will, or any commercial or economic loss.

Blue Star Power Systems, Inc. shall not be liable for any claim that requires replacement of engine, part, or component of the gen-set that is no longer manufactured or available. Additionally, Blue Star Power Systems, Inc. will not be liable for any engine replacement that may require emissions tier level change.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE DESCRIBED HEREIN. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

The following items and/or circumstances are excluded from this limited warranty:

- Improper installation or operation as outlined in the Generator Set Installation Guide and Operating Instructions.
- Misapplication and misuse of the equipment outside the original design parameters as stated on the nameplate of the equipment.
- Equipment purchased at the standby rating that is being used in a prime power application(s).
- Failure to properly exercise and maintain your equipment per manufacturer's specifications will void all warranty.
- Any equipment or components adding including fuel tanks and enclosures not installed at the Blue Star Power Systems, Inc. factory.
- Equipment modifications made without the written consent of Blue Star Power Systems, Inc. will void all warranty.
- Damages caused by acts of nature, such as lightning, wind, flood, or earthquake.
- Any damage due to situations beyond the control of the manufacturing and/or workmanship of the product.
- Engine starting batteries: The battery manufacturers' warranty applies. Consult your local battery supplier for warranty service.
- Fuel system and/or governing system adjustments performed during or after start-up.
- Normal maintenance items and consumable items such as belts, filters, fluids, and hoses.
- Adjustments and tune-ups performed during start-up or thereafter. Start-up, training, tuning, and adjustments for any paralleling or bi-fuel system.
- Loose connections (electrical and mechanical) before and after unit start-up. Including fittings, connectors, clamps and fasteners.
- Diesel engine "Wet Stacking" due to lightly loaded diesel engines. Regeneration issues, aftertreatment exhaust systems, including DEF related issues.
- All fluid level related items found before, during, or after unit start up.
- Use of steel enclosure within 25 miles of the coast.
- Requested rental generators used while warranty work is being performed.
- Charges, fees, and site delays due to a replacement components availability with the product manufacturer.
- Any labor charges deemed excessive by Blue Star Power Systems, Inc. factory or component manufacturer.
- Travel labor and mileage for mobile generator sets.
- Additional trips to the site due to a service vehicle was not stocked with normal service parts.
- Any special access fees, equipment, requirements or after hours scheduling to gain access to the equipment for warranty service purposes.
- Lodging expense associated with unit repair and excessive mileage charges (limit to 300 miles and 6 hours travel round trip from nearest service center).
- Shipping damage of any type. All equipment is shipped F.O.B. Blue Star Power Systems, Inc. and risk of loss transfers to the carrier once loaded for shipment. It is the responsibility of the receiving party to sign for the receipt of and note any shipping damage to the equipment. Freight damage claim filing is the responsibility of the receiving party. In the rare event that damage occurs resulting from shrink wrap during shipment, Blue Star Power Systems, Inc. will not warrant any damage to the unit.

This agreement is deemed made and executed in North Mankato, Nicollet County, Minnesota and shall be construed and interpreted in accordance with the laws of the state of Minnesota without giving effect to its conflicts of laws principals. Each of the parties submits to the exclusive personal jurisdiction and venue with respect to any action or proceeding arising out of, in connection with, relating to, or by reason of this agreement before the district court of the state of Minnesota, located in Nicollet County and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.

BLUE ST★R

Power Systems Inc.

Submittal

3/21/2024

Project Title	Dundee LS- 60KW Generator
Quote Number:	0107630-2
Model:	JD60-02



Mid Florida Diesel
Joe Antonini
2215 Hwy 60 East
Bartow FL 33830
Office: 863-519-0107
Cell: 863-944-0400
Email: joe@midfloridadiesel.com

BLUE STAR

Power Systems Inc.

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- 2yr 2000hr limited warranty

BLUE STAR

Power Systems Inc.

Quote Date: 3/21/2024 11:30:01 AM
 Quote Number: 0107630-2
 Project Title: Dundee LS- 60KW Generator
 Prepared for: Mid Florida Diesel

Distributed
by:

Unit Model	JD60-02	Standby / Prime	Emergency Stationary Standby
kWe Rating	60 kWe	UL 2200 Listed	Yes
Fuel	Diesel	CSA Approved	Yes
EPA	Tier 3	Paint Color	White

Engine Model: John Deere 4045TF280 60kW Standby Power Rating at 1800 RPM
Governor - Electronic Isochronous

Voltage: 480/277V 3 Phase 60 Hz 0.8 PF

Gen Model: Stamford UC1224G 12 Lead Wired 480V 3 Phase High Wye 80°C Rise Over 40°C Ambient

Voltage Regulator: Stamford MX321 Automatic Voltage Regulator with PMG Excitation

Control Panel: Blue Star DGC-2020 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch
Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency, Overfrequency, Overcurrent), 15 Contact Outputs, RS-485 Communications

Control Panel Options: Low Water Level Sensor with Shutdown

Unit Color: White

Enclosure: Level 3 (Sound Attenuated Enclosure) Powder Coated .090 Aluminum
Rugged and Durable 200 MPH Wind Rated Enclosure with Exhaust Hood
Pitched Roof for increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail

Sound Attenuation Foam: Sound Attenuation Installed in Enclosure and Exhaust Hood

Cooling: Unit Mounted Radiator (50°C Ambient)

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base

Mainline Breaker: 90 Amp 3 Pole 480 Volt Breaker Mounted & Wired in a NEMA 1 Enclosure Adjustable Trip to 70amps

Jacket Water Heater: Engine Block Heater 1500W 120VAC Rated for -20°F
Heater Installed with Isolation Valves and Wired to Terminal

Air Cleaner: Dry Single Stage

Silencer: Critical Grade Compact (CPJ Series) Silencer Mounted to Engine

Battery: 12 Volt System with Rack and Cables

Battery Charger: 12 Volt 6 Amp Mounted and Wired to Terminal

Fuel Tank: 24 Hour / 120 Gallon UL 142 Listed Sub-Base Fuel Tank with Stub-up Area
Double Wall Construction with Secondary Containment Standard
Includes: Supply & Return Connections, Fuel Level Gauge, Fuel Leak Switch and Fill & Vent Plumbing

Factory Test: Standard Commercial Testing Includes:
Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kWe and PF

Owner's Manual: Print Copy (Qty 1) **Standard**

Warranty: 2 Year / 2000 Hour Limited

Notes: Coat 120 gallon tank with Extreme Liner
2 steps required. one for controller and one for breaker

**Additional Options
(Not Included in Price):**

ATS 1

Series	300	Volts	480/277V 3 PH
Service Entrance Rated	No	Poles	3
Amps	104	Enclosure	Nema 4X (316)

Warranty: Two (2) Year Basic ATS Limited Warranty Standard

Optional Accessories: 11BE Feature Bundle Includes Engine Exerciser/Event Log/RS-485 Enabled/Common Al

ATS Notes:

Lead Time:

BLUE STAR

Power Systems Inc.

Diesel Product Line

208-600 Volt

JD60-02

60 Hz / 1800 RPM

60 kWe

Standby

Ratings

	240V	208V	240V	480V	600V
Phase	1	3	3	3	3
PF	1.0	0.8	0.8	0.8	0.8
Hz	60	60	60	60	60
Generator Model	UCI224G	UCI224F	UCI224F	UCI224E	UCI224E
Connection	12 LEAD DD	12 LEAD WYE	12 LEAD DELTA	12 LEAD WYE	4 LEAD WYE
kWe	60	60	60	60	60
AMPS	250	208	181	90	72
Temp Rise	125°C / 40°C	125°C / 40°C	125°C / 40°C	125°C / 40°C	125°C / 40°C

Standard Equipment

Engine

- Radiator Cooled Unit Mounted (50°C)
- Radiator Duct Flange (OPU Only)
- Blower Fan & Fan Drive
- Starter & Alternator
- Oil Pump & Filter
- Oil Drain Extension w/Valve
- Governor - Electronic Isochronous
- 12V Battery System & Cables
- Air Cleaner (Dry Single Stage)
- Critical Grade Silencer Mounted
- Flexible Fuel Connector
- EPA Certified Tier 3

Generator

- Brushless Single Bearing
- Automatic Voltage Regulator
- ± 1% Voltage Regulation
- 4 Pole, Rotating Field
- 125°C Standby Temperature Rise
- 100% of Rated Load - One Step
- 5% Maximum Harmonic Content
- NEMA MG 1, IEEE and ANSI Standards Compliance for Temperature Rise

Additional

- Single Source Supplier
- UL 2200 & cUL Listed
- CSA Certified
- Seismic Certified to IBC 2021
- NFPA 110 / CSA C282 Compliant
- Microprocessor Based Digital Control Panel Mounted in NEMA 12 Enclosure
- Base - Formed Steel
- Main Line Circuit Breaker Mounted & Wired
- Battery Charger 12V 6 Amp
- Jacket Water Heater -20°F 1500W 120V w/Isolation Valves
- Vibration Isolation Mounts
- 2 Year / 2000 Hour Standby Warranty
- Standard Colors - White / Gray

Diesel Product Line

60 kWe

BLUE STAR
Power Systems Inc.

Application Data

Engine

Manufacturer:	John Deere	Displacement - Cu. In. (lit):	275 (4.50)
Model:	4045TF280	Bore - in. (cm) x Stroke - in. (cm):	4.19 (10.6) x 5.00 (12.7)
Type:	4-Cycle	Compression Ratio:	19.0:1
Aspiration:	Turbo Charged	Rated RPM:	1800
Cylinder Arrangement:	4 Cylinder Inline	Max HP Stby (kWm):	85.0 (63.4)

Exhaust System

Gas Temp. (Stack): °F (°C)	1,074 (579)
Gas Volume at Stack Temp: CFM (m ³ /min)	679 (19.2)
Maximum Allowable Exhaust Restriction: in. H ₂ O (kPa)	30.0 (7.50)

Cooling System

Ambient Capacity of Radiator: °F (°C)	122 (50.0)
Maximum Allowable Static Pressure on Rad. Exhaust: in. H ₂ O (kPa)	0.50 (0.12)
Water Pump Flow Rate: GPM (lit/min)	38.0 (144)
Heat Rejection to Coolant: BTUM (kW)	2,049 (35.9)
Heat Radiated to Ambient: BTUM (kW)	1,237 (21.6)

Air Requirements

Aspirating: CFM (m ³ /min)	187 (5.29)
Air Flow Required for Rad. Cooled Unit: CFM (m ³ /min)	4,760 (135)
Air Flow Required for Heat Exchanger/Rem. Rad. CFM (m ³ /min)	Consult Factory For Remote Cooled Applications

Fuel Consumption

At 100% of Power Rating: gal/hr (lit/hr)	4.95 (18.7)
At 75% of Power Rating: gal/hr (lit/hr)	3.86 (14.6)
At 50% of Power Rating: gal/hr (lit/hr)	2.72 (10.3)

Fluids Capacity

Total Oil System: gal (lit)	3.88 (14.7)
Engine Jacket Water Capacity: gal (lit)	2.32 (8.50)
System Coolant Capacity: gal (lit)	5.40 (20.4)

Deration Factors: Rated Power is available up to 10,000 ft (3,048 m) at ambient temperatures to 122°F (50°C).
Consult factory for site conditions above these parameters.

Diesel Product Line

60 kWe

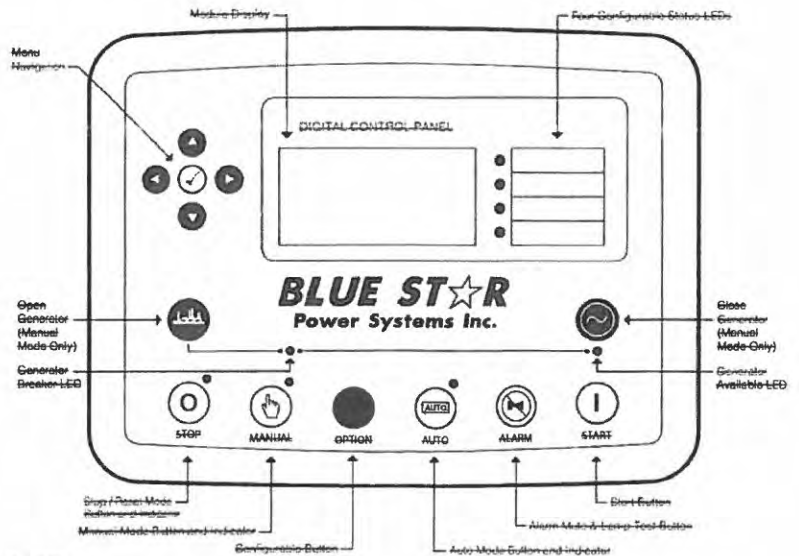


~~DCP7310 Control Panel~~

2020 Controller on following pages

Standard Features

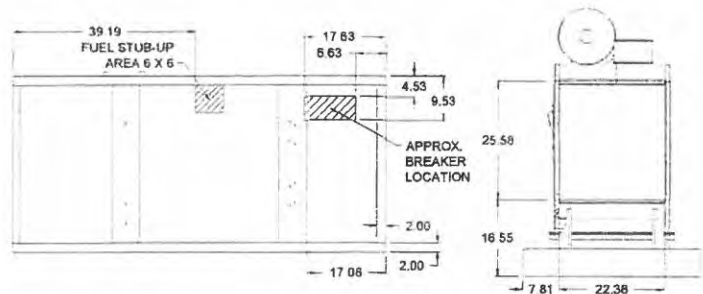
- Digital Metering
- Engine Parameters
- Generator Protection Functions
- Engine Protection
- CAN Bus (J1939) ECU Communications
- Windows Based Software
- Multilingual Capability
- Remote Communications to DSE2548 Remote Annunciator
- 8 Programmable Contact Inputs
- 10 Contact Outputs
- RS485 Communicator Interface
- eULus Listed, GE Approved
- Event Recording
- IP 65 rating (with supplied gasket) offers increased resistance to water ingress
- NFPA 110 Level 1 Compatible



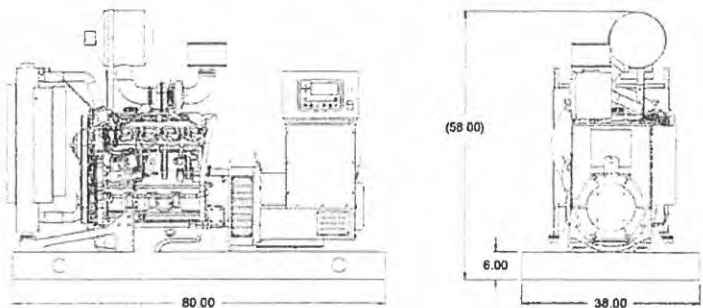
Weights / Dimensions / Sound Data

	L x W x H	Weight lbs
OPU	80 x 38 x 58 in	2,225
Level 1	90 x 38 x 60 in	2,725
Level 2	90 x 38 x 60 in	2,775
Level 3	120 x 38 x 60 in	2,925

Please allow 6-12 inches for height of exhaust stack.



	No Load	Full Load
OPU	73 dBA	77 dBA
Level 1	71 dBA	73 dBA
Level 2	68 dBA	70 dBA
Level 3	63 dBA	65 dBA

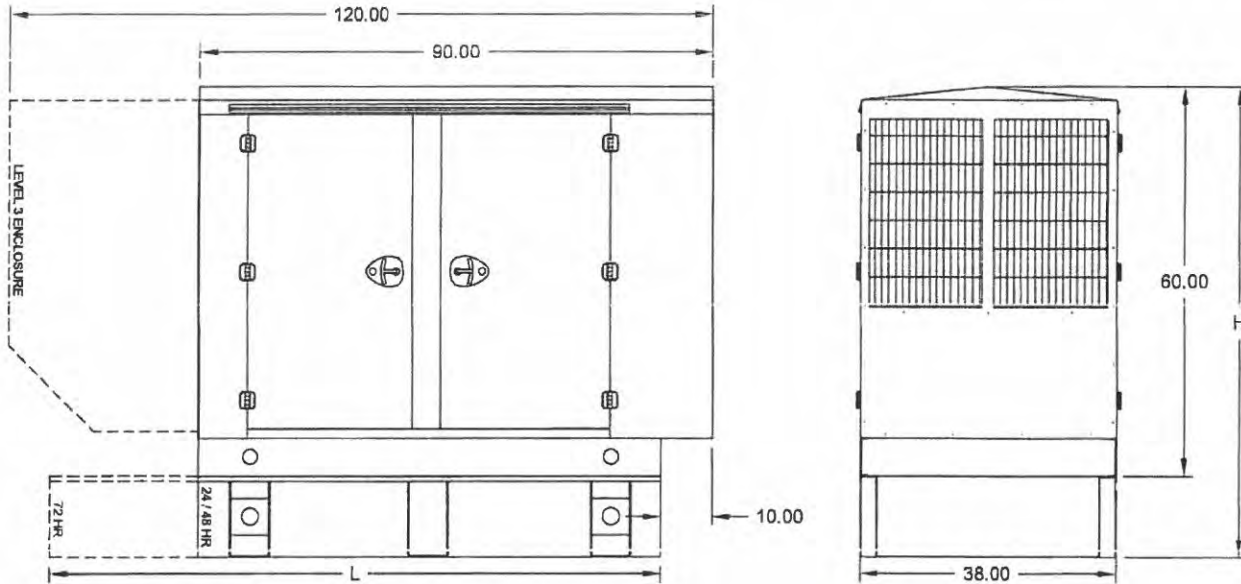


Diesel Product Line

60 kW_e



Enclosures & Fuel Tanks



- All enclosure models are 200 MPH wind rating certified in accordance with IBC2021 and ASCE/SEI 7-16 standards.
- Level 2 & 3 enclosures include sound attenuation foam
- Level 3 enclosure includes frontal sound & exhaust hood.
- Enclosure height does not include exhaust stack.

	24 Hour 120 Gallon	48 Hour 240 Gallon	72 Hour 360 Gallon
L	80.00	80.00	108.00
H	80.00	96.00	96.00

Notes

- All specification sheet dimensions are represented in inches.
- All drawings based on standard 480 volt standby generator. Lengths may vary with other voltages. All drawings and dimensions subject to change without notice.
- All enclosures and fuel tanks are based on the standard unit configuration. Any requested deviation can change dimensions.
- Sound data is measured at 23 feet (7 meters) in accordance with ISO 8528-10.
- All materials and specifications subject to change without notice.



Blue Star Power Systems, Inc.

2250 Carlson Drive
 North Mankato, Minnesota 56003
 Phone + 1 507 345 1776
bluestarps.com
quote.bluestarps.com
sales@bluestarps.com



JOHN DEERE

ENGINE PERFORMANCE CURVE

Rating: Gross Power
 Application: Generator (60 Hz)
 Target: 55 kWe Standby Market

PowerTech M™ 4.5L Engine
 Model: 4045TF280

76 hp (57 kW) Prime
85 hp (63 kW) Standby

[See Option Code Tables]

Nominal Engine Power @ 1800 RPM			
Prime		Standby	
HP	KW	HP	KW
76	57	85	63

Generator Efficiency %	Fan Power (3% of Standby)		Power Factor	Prime Rating ²		Standby Rating ^{1,2}		ISO 8528 G2 Block Load Capability
	hp	kW		kWe	kVA	kWe	kVA	
88-92	2.5	1.9	0.8	48-51	60-64	54-56	68-70	NA

Note 1: Based on nominal engine power.
 Note 2: kWe / kVA rating assumes 90% efficiency. *Generator Efficiency %* will vary

STANDARD CONDITIONS

Air Intake Restriction 12 in.H₂O (3 kPa)
 Exhaust Back Pressure 30 in.H₂O (7.5 kPa)

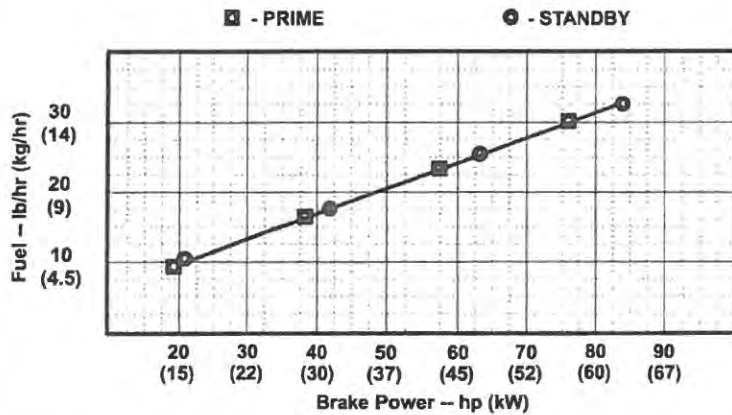
Gross power guaranteed within + or - 5% at SAE J1995 and ISO 3046 conditions:

- 77 °F (25 °C) air inlet temperature
- 29.31 in.Hg (99 kPa) barometer
- 104 °F (40 °C) fuel inlet temperature
- 0.853 fuel specific gravity @ 60 °F (15.5 °C)

Conversion factors:

- Power: kW = hp x 0.746
- Fuel: 1 gal = 7.1 lb, 1 L = 0.85 kg
- Torque: N·m = lb-ft x 1.356

All values are from currently available data and are subject to change without notice.



Notes:

All OEM Gen Set Engine Applications must be pre-screened for torsional vibration compatibility with the respective alternator end hardware.

OEM Engine Application Engineering will perform this computer-based analysis work upon request.

Tier-3 Emission Certifications: Certified by:

CARB; EPA
 Ref: Engine Emission Label *Vincent Pralle* 08-24-07

* Revised Data
 Curve 4045TF280180085..... Sheet 1 of 2
 August 2007

Engine Installation Criteria

General Data

Model	4045TF280
Number of Cylinders	4
Bore and Stroke-in. (mm)	4.19 x 5.00 (106 x 127)
Displacement-in. ³ (L)	275 (4.6)
Compression Ratio	19.0 : 1
Valves per Cylinder-Intake/Exhaust	1 / 1
Firing Order	1-3-4-2
Combustion System	Direct Injection
Engine Type	In-line, 4-Cycle
Aspiration	Turbocharged
Engine Crankcase Vent System	Open

Physical Data

Length-in. (mm)	33.9 (860)
Width-in. (mm)	24.1 (612)
Height-in. (mm)	39.1 (994)
Weight, with oil-lb (kg)	872 (398)
(Includes flywheel hsg., flywheel & electrics)	
Center of Gravity Location (Estimated based on Tier 2)	
From Rear Face of Block (X-axis)-in. (mm)	10.6 (269)
Right of Crankshaft (Y-axis)-in. (mm)	-0.3 (-3)
Above Crankshaft (Z-axis)-in. (mm)	5.9 (151)
Max. Allow. Static Bending Moment at Rear	
Face of Flywhl Hsg w/ 5-G Load-lb-ft (N*m)	600 (814)
Thrust Bearing Load Limit-lb (N)	Forward Rearward
Intermittent	900 (4003) 450 (2000)
Continuous	500 (2224) 225 (1000)
Max. Front of Crank. Torsional Vibration-DDA	0.25

Air System

Max. Allowable Temp Rise-Ambient Air to	
Engine Inlet-°F (°C)	15 (8)
Maximum Air Intake Restriction	
Dirty Air Cleaner-in.H ₂ O (kPa)	25 (6.25)
Clean Air Cleaner-in.H ₂ O (kPa)	12 (3)
Engine Air Flow-ft ³ /min (m ³ /min)	180 (5.1) 187 (5.3)
Intake Manifold Pressure-psi (kPa)	9 (63) 10 (72)
Air Cleaner Efficiency-%	99.9

Cooling System

	Prime	Standby
Engine Heat Reject-BTU/min (kW)	1878(33)	2049(36)
Coolant Flow-gal/min (L/min)	38 (144)	38 (144)
Thermostat Start to Open-°F (°C)	180 (82)	180 (82)
Thermostat Fully Open-°F (°C)	202 (94)	202 (94)
Engine Coolant Capacity-qt (L)	9 (8.5)*	9 (8.5)*
Min. Pressure Cap-psi (kPa)	14.6 (100)	14.6 (100)
Max. Top Tank Temp-°F (°C)	230 (110)	230 (110)
Min. Coolant Fill Rate-gal/min (L/min)	3 (11)	3 (11)
Min. Air-to-Boll Temperature-°F (°C)	117 (47)	117 (47)
Min. Pump Inlet Pressure-psi (kPa)	4.4 (30)	4.4 (30)

Electrical System

	12 Volt	24 Volt
Min. Battery Capacity (CCA)-amp	640	570
Max. Allow. Start. Circ't Resist.-Ohm	0.0012	0.002
Starter Rolling Current:		
At 32 °F (0 °C)-amp	760	600
At 22 °F (-30 °C)-amp	1000	700
Maximum Voltage From Engine Crankshaft/		
Generator Shaft to Ground-VAC*	0.15	0.15

Exhaust System

	Prime	Standby
Exhaust Flow-ft ³ /min (m ³ /min)	645 (18.3)	679(19.2)
Exhaust Temperature-°F (°C)	1024(551)	1074 (579)
Max. Exhaust Restriction-in. H ₂ O (kPa)	30 (7.5)	30 (7.5)
Min. Exhaust Restriction-in. H ₂ O (kPa)	None	None
Max. Bend. Moment, Turbo Out.-lb-ft (N*m)	5.2 (7.0)	5.2 (7.0)
Max. Sheer on Turbo Outlet-lb (kg)	24 (11)	24 (11)

Fuel System

	Prime	Standby
Fuel Injection Pump	Stanadyne DB4	Stanadyne DB4
Governor Type	Mechanical	Mechanical
Total Fuel Flow-lb/hr (kg/hr)	106(48.0)	117(53.0)
Fuel Consumption-lb/hr (kg/hr)	45(20)	49 (22)
Max. Fuel Inlet Temp-°F (°C)	176 (80)	176 (80)
Max. Fuel Inlet Restriction-in. H ₂ O (kPa)	80 (20)	80 (20)
Max. Fuel Return Pressure-in. H ₂ O (kPa)	80(20)	80(20)

Lubrication System

	Prime	Standby
Oil Press. at Rated Speed-psi (kPa)	46(320)	46(320)
Min. Oil Pressure-psi (kPa)	15 (105)	15 (105)
Max. Oil Carryover in Blow-by-lb/hr (g/hr)	0.002 (1.0)	0.002 (1.0)
Max. Airflow in Blow-by-gal/min (l/min)	26 (100)	26 (100)
Max. Crankcase Pressure-in. H ₂ O (kPa)	2 (0.5)	2 (0.5)

Performance Data

	Prime	Standby
Rated Power-hp (kW)	76 (57)	85 (63)
Rated Speed-rpm	1800	1800
Low Idle Speed-rpm	1150	1150
Rated Torque-lb-ft (N*m)	409 (302)	453 (334)
BMEP-psi (kPa)	230 (1569)	254 (1748)
Friction Power		
@ Rated Speed-hp (kW)	17 (13)	17 (13)
Altitude Capability-ft (m)	10,000(3050)	10,000(3050)
Ratio-Air : Fuel	25.2 : 1	24 : 1
Smoke @ Rated Speed-Bosch No.	1.7	1.9
Noise-dB(A) @ 1 m	86.3*	86.6*

Fuel Consumption -- lb/hr (kg/hr)

	Prime	Standby
25 % Power	9.2 (4.2)	10.3 (4.7)
50 % Power	16.7 (7.6)	17.6 (8.0)
75 % Power	23.3 (10.6)	25.3 (11.5)
100 % Power	29.9 (13.6)	32.6 (14.8)

All values at rated speed and power with standard options unless otherwise noted.

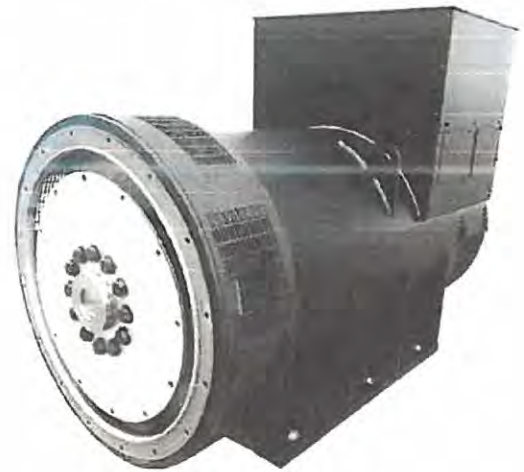
* Revised Data

Curve 4045TF280180085 Sheet 2 of 2
August 2007

Industrial Alternators

BLUE STAR
Power Systems Inc.

Blue Star Power Systems, Inc. utilizes the highest quality alternators available. Our industrial alternators provide consistent performance, quality design, and great durability required for long life and versatility. Alternators used by Blue Star Power Systems, Inc. are UL and CSA Listed, which guarantees that each one meets the rigorous demands of industrial power generation and will provide safe and effective service for the life of the alternator. Blue Star Power Systems, Inc. alternators range from 20 kWe through 2000 kWe.



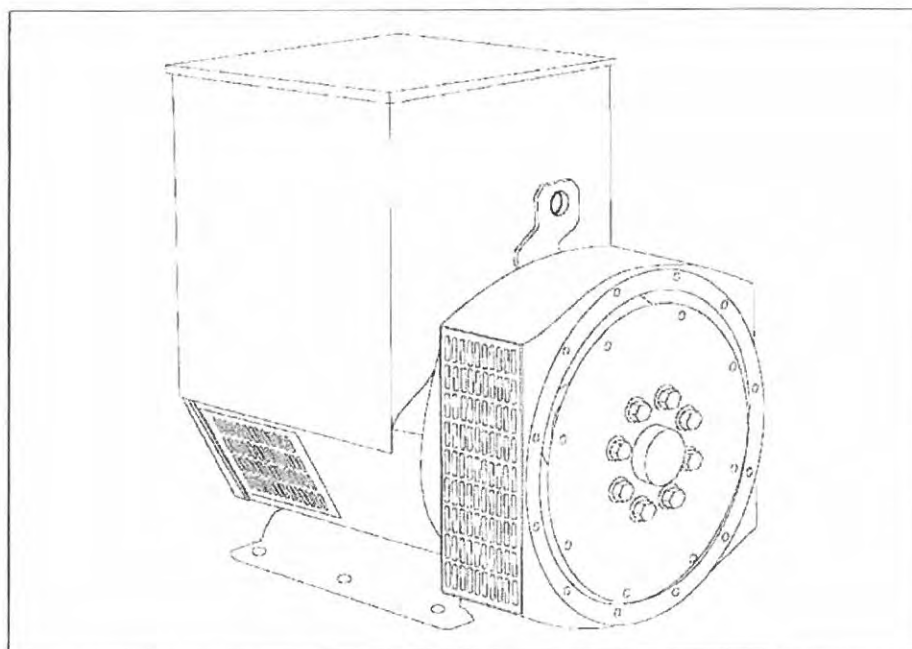
Standard Features

- **Enhanced Ventilation**
Created by a high-efficiency fan that optimizes internal airflow patterns, maximizes heat transfer, and minimizes hot spot differentials for extended winding life.
- **Fully Guarded**
For operator safety and alternator protection. No rotating or electrically energized parts are exposed. All openings are covered by louvers or screens.
- **Large Conduit Box**
Provides ample space for easy connections and allows load line access from all sides, top, or bottom.
- **Design Specs and Agency Approvals**
All Blue Star Power Systems, Inc. alternators are UL and CSA Listed (unless specified otherwise) and meet NEMA MG1-32, BS5000, CSA C22.2, IEC 34 and VDE 0530 requirements.
- **Class H Insulation System**
Utilizes an unsaturated polyester varnish for optimal insulation life and superior moisture protection.
- **Optimized Windings**
Provide low reactances and exceptional motor starting capability. The stator windings utilize a 2/3 pitch to minimize harmonic distortion and facilitate parallel operation.
- **Permanent Magnet Generator (optional)**
Ensures 300% short circuit current during fault conditions and provides the regulator with input power isolated from load distortion.
- **Heavy-Duty Bearing**
Resists contamination and gives a life expectancy up to 40,000 hours.
- **Automatic Voltage Regulator**
Provides accurate 1% regulation, under-speed protection, stability adjustment to optimize transient performance, and EMI filtering to commercial standards. Fully encapsulated for rugged durability in virtually any environment.

STAMFORD

UCI224G - Winding 311

Technical Data Sheet



UCI224G

SPECIFICATIONS & OPTIONS

STAMFORD

STANDARDS

Stamford industrial generators meet the requirements of BS EN 60034 and the relevant section of other international standards such as BS5000, VDE 0530, NEMA MG1-32, IEC34, CSA C22.2-100, AS1359.

Other standards and certifications can be considered on request.

VOLTAGE REGULATORS

SX460 AVR - STANDARD

With this self excited control system the main stator supplies power via the Automatic Voltage Regulator (AVR) to the exciter stator. The high efficiency semiconductors of the AVR ensure positive build-up from initial low levels of residual voltage.

The exciter rotor output is fed to the main rotor through a three phase full wave bridge rectifier. This rectifier is protected by a surge suppressor against surges caused, for example, by short circuit.

AS440 AVR

With this self-excited system the main stator provides power via the AVR to the exciter stator. The high efficiency semiconductors of the AVR ensure positive build-up from initial low levels of residual voltage.

The exciter rotor output is fed to the main rotor through a three-phase full-wave bridge rectifier. The rectifier is protected by a surge suppressor against surges caused, for example, by short circuit or out-of-phase paralleling.

The AS440 will support a range of electronic accessories, including a 'droop' Current Transformer (CT) to permit parallel operation with other ac generators.

MX341 AVR

This sophisticated AVR is incorporated into the Stamford Permanent Magnet Generator (PMG) control system.

The PMG provides power via the AVR to the main exciter, giving a source of constant excitation power independent of generator output. The main exciter output is then fed to the main rotor, through a full wave bridge, protected by a surge suppressor. The AVR has in-built protection against sustained over-excitation, caused by internal or external faults. This de-excites the machine after a minimum of 5 seconds.

An engine relief load acceptance feature can enable full load to be applied to the generator in a single step.

If three-phase sensing is required with the PMG system the MX321 AVR must be used.

We recommend three-phase sensing for applications with greatly unbalanced or highly non-linear loads.

MX321 AVR

The most sophisticated of all our AVRs combines all the features of the MX341 with, additionally, three-phase rms sensing, for improved regulation and performance.

Over voltage protection is built-in and short circuit current level adjustments is an optional facility.

WINDINGS & ELECTRICAL PERFORMANCE

All generator stators are wound to 2/3 pitch. This eliminates triplen (3rd, 9th, 15th ...) harmonics on the voltage waveform and is found to be the optimum design for trouble-free supply of non-linear loads. The 2/3 pitch design avoids excessive neutral currents sometimes seen with higher winding pitches, when in parallel with the mains. A fully connected damper winding reduces oscillations during paralleling. This winding, with the 2/3 pitch and carefully selected pole and tooth designs, ensures very low waveform distortion.

TERMINALS & TERMINAL BOX

Standard generators are 3-phase reconnectable with 12 ends brought out to the terminals, which are mounted on a cover at the non-drive end of the generator. A sheet steel terminal box contains the AVR and provides ample space for the customers' wiring and gland arrangements. It has removable panels for easy access.

SHAFT & KEYS

All generator rotors are dynamically balanced to better than BS6861:Part 1 Grade 2.5 for minimum vibration in operation.

INSULATION/IMPREGNATION

The insulation system is class 'H'.

All wound components are impregnated with materials and processes designed specifically to provide the high build required for static windings and the high mechanical strength required for rotating components.

QUALITY ASSURANCE

Generators are manufactured using production procedures having a quality assurance level to BS EN ISO 9001.

The stated voltage regulation may not be maintained in the presence of certain radio transmitted signals. Any change in performance will fall within the limits of Criteria 'B' of EN 61000-6-2:2001. At no time will the steady-state voltage regulation exceed 2%.

DE RATES

All values tabulated on page 8 are subject to the following reductions

5% when air inlet filters are fitted.

3% for every 500 metres by which the operating altitude exceeds 1000 metres above mean sea level.

3% for every 5°C by which the operational ambient temperature exceeds 40°C.

Note: Requirement for operating in an ambient exceeding 60°C must be referred to the factory.

NB Continuous development of our products entitles us to change specification details without notice, therefore they must not be regarded as binding.

Front cover drawing typical of product range.

UCI224G WINDING 311

STAMFORD

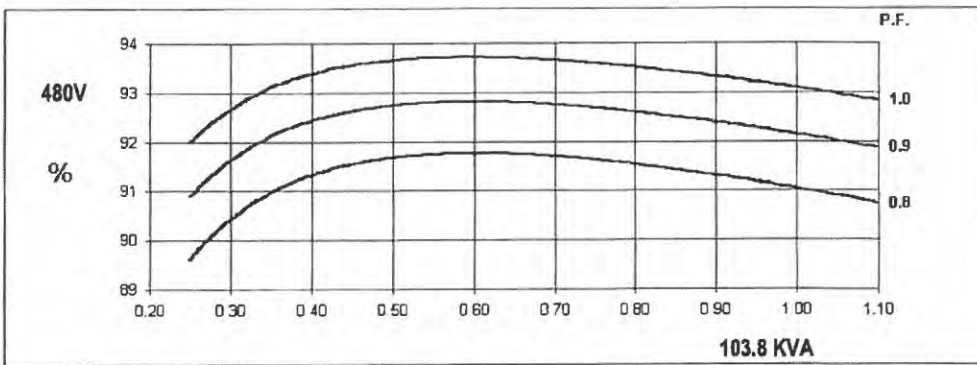
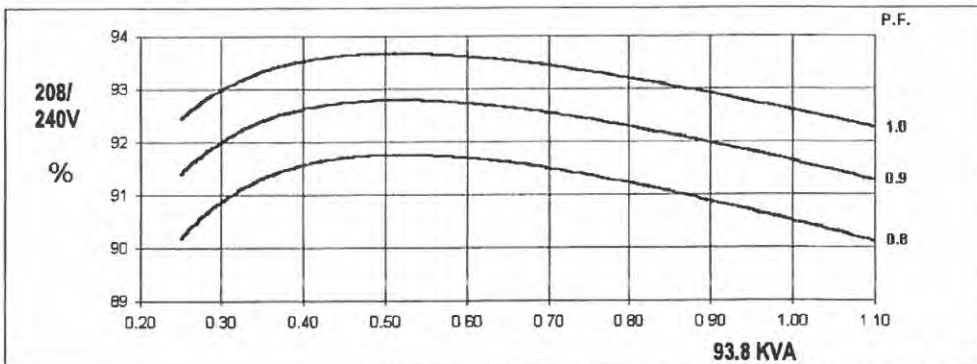
CONTROL SYSTEM	SEPARATELY EXCITED BY P.M.G.							
A.V.R.	MX321	MX341						
VOLTAGE REGULATION	± 0.5 %	± 1.0 %	With 4% ENGINE GOVERNING					
SUSTAINED SHORT CIRCUIT	REFER TO SHORT CIRCUIT DECREMENT CURVES (page 7)							
CONTROL SYSTEM	SELF EXCITED							
A.V.R.	SX460	AS440						
VOLTAGE REGULATION	± 1.0 %	± 1.0 %	With 4% ENGINE GOVERNING					
SUSTAINED SHORT CIRCUIT	SERIES 4 CONTROL DOES NOT SUSTAIN A SHORT CIRCUIT CURRENT							
INSULATION SYSTEM	CLASS H							
PROTECTION	IP23							
RATED POWER FACTOR	0.8							
STATOR WINDING	DOUBLE LAYER CONCENTRIC							
WINDING PITCH	TWO THIRDS							
WINDING LEADS	12							
STATOR WDG. RESISTANCE	0.055 Ohms PER PHASE AT 22°C SERIES STAR CONNECTED							
ROTOR WDG. RESISTANCE	0.94 Ohms at 22°C							
EXCITER STATOR RESISTANCE	20 Ohms at 22°C							
EXCITER ROTOR RESISTANCE	0.078 Ohms PER PHASE AT 22°C							
R.F.I. SUPPRESSION	BS EN 61000-6-2 & BS EN 61000-6-4, VDE 0875G, VDE 0875N. refer to factory for others							
WAVEFORM DISTORTION	NO LOAD < 1.5% NON-DISTORTING BALANCED LINEAR LOAD < 5.0%							
MAXIMUM OVERSPEED	2250 Rev/Min							
BEARING DRIVE END	BALL. 6312-2RS (ISO)							
BEARING NON-DRIVE END	BALL. 6309-2RS (ISO)							
	1 BEARING				2 BEARING			
WEIGHT COMP. GENERATOR	383 kg				400 kg			
WEIGHT WOUND STATOR	139 kg				139 kg			
WEIGHT WOUND ROTOR	126.75 kg				118.38 kg			
WR ² INERTIA	0.7136 kgm ²				0.6818 kgm ²			
SHIPPING WEIGHTS in a crate	404 kg				420 kg			
PACKING CRATE SIZE	105 x 57 x 98(cm)				105 x 57 x 98(cm)			
	50 Hz				60 Hz			
TELEPHONE INTERFERENCE	THF<2%				TIF<50			
COOLING AIR	0.216 m ³ /sec 458 cfm				0.281 m ³ /sec 595 cfm			
VOLTAGE SERIES STAR	380/220	400/231	415/240	440/254	416/240	440/254	460/266	480/277
VOLTAGE PARALLEL STAR	190/110	200/115	208/120	220/127	208/120	220/127	230/133	240/138
VOLTAGE SERIES DELTA	220/110	230/115	240/120	254/127	240/120	254/127	266/133	277/138
KVA BASE RATING FOR REACTANCE VALUES	85	85	85	75	93.8	97.5	100	103.8
X _d DIR. AXIS SYNCHRONOUS	2.43	2.20	2.04	1.60	2.66	2.47	2.32	2.21
X' _d DIR. AXIS TRANSIENT	0.19	0.17	0.16	0.13	0.20	0.19	0.17	0.17
X'' _d DIR. AXIS SUBTRANSIENT	0.13	0.12	0.11	0.09	0.14	0.13	0.12	0.12
X _q QUAD. AXIS REACTANCE	1.12	1.01	0.94	0.74	1.22	1.13	1.06	1.01
X'' _q QUAD. AXIS SUBTRANSIENT	0.17	0.15	0.14	0.11	0.15	0.14	0.13	0.12
X _L LEAKAGE REACTANCE	0.07	0.06	0.06	0.05	0.08	0.07	0.07	0.07
X ₂ NEGATIVE SEQUENCE	0.16	0.14	0.13	0.10	0.15	0.14	0.13	0.12
X ₀ ZERO SEQUENCE	0.11	0.10	0.09	0.07	0.11	0.10	0.10	0.09
REACTANCES ARE SATURATED				VALUES ARE PER UNIT AT RATING AND VOLTAGE INDICATED				
T' _d TRANSIENT TIME CONST.	0.03 s							
T'' _d SUB-TRANSTIME CONST.	0.008 s							
T' _{do} O.C. FIELD TIME CONST.	0.75 s							
T _a ARMATURE TIME CONST.	0.007 s							
SHORT CIRCUIT RATIO	1/X _d							

**60
Hz**

UCI224G
Winding 311

STAMFORD

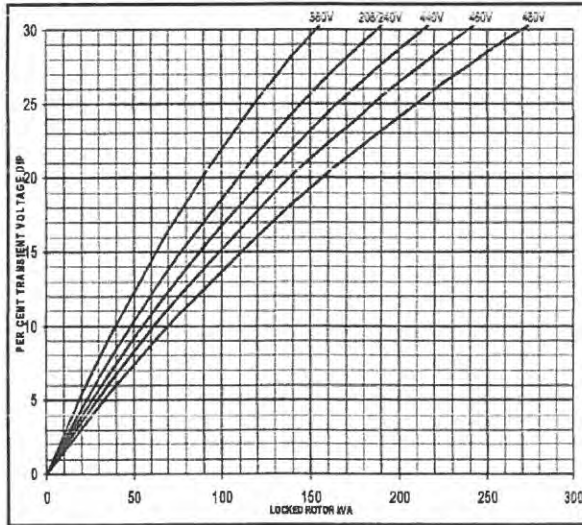
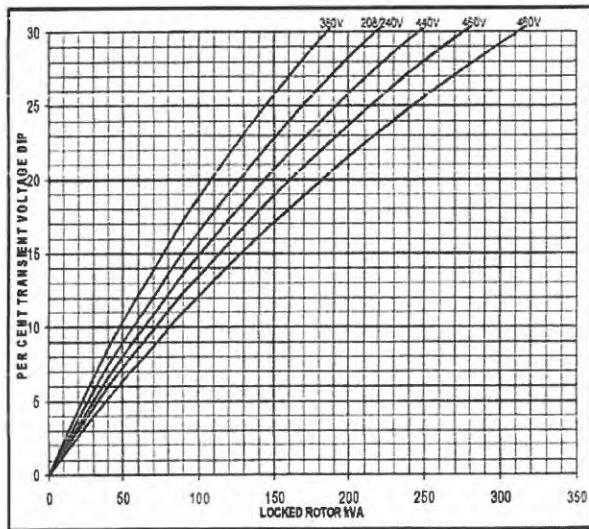
THREE PHASE EFFICIENCY CURVES



MX

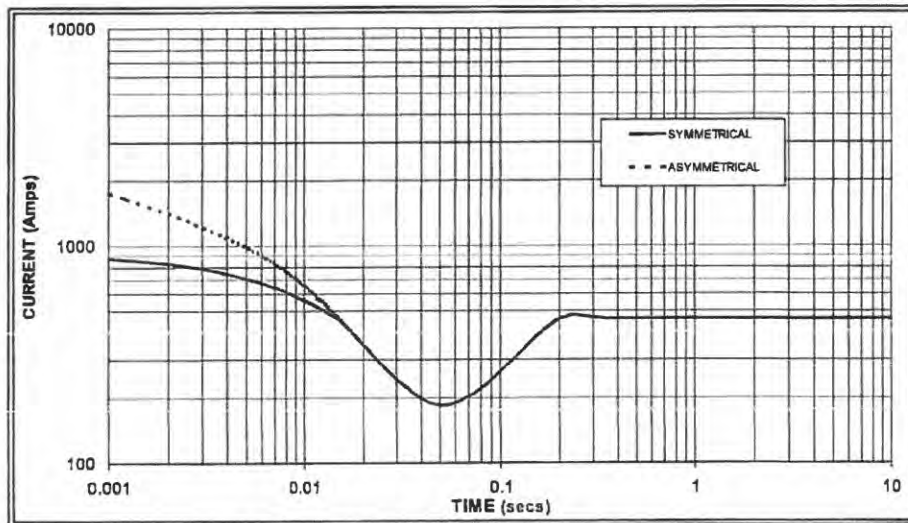
**60
Hz**

SX



**Three-phase Short Circuit Decrement Curve. No-load Excitation at Rated Speed
Based on star (wye) connection.**

**60
Hz**



Sustained Short Circuit = 460 Amps

Note 1

The following multiplication factors should be used to adjust the values from curve between time 0.001 seconds and the minimum current point in respect of nominal operating voltage :

50Hz		60Hz	
Voltage	Factor	Voltage	Factor
380v	X 1.00	416v	X 1.00
400v	X 1.07	440v	X 1.06
415v	X 1.12	460v	X 1.12
440v	X 1.18	480v	X 1.17

The sustained current value is constant irrespective of voltage level

Note 2

The following multiplication factor should be used to convert the values calculated in accordance with NOTE 1 to those applicable to the various types of short circuit :

	3-phase	2-phase L-L	1-phase L-N
Instantaneous	x 1.00	x 0.87	x 1.30
Minimum	x 1.00	x 1.80	x 3.20
Sustained	x 1.00	x 1.50	x 2.50
Max. sustained duration	10 sec.	5 sec.	2 sec.

All other times are unchanged

Note 3

Curves are drawn for Star (Wye) connected machines. For other connection the following multipliers should be applied to current values as shown :

Parallel Star = Curve current value X 2

Series Delta = Curve current value X 1.732

RATINGS

Class - Temp Rise	Cont. F - 105/40°C				Cont. H - 125/40°C				Standby - 150/40°C				Standby - 163/27°C				
	416	440	460	480	416	440	460	480	416	440	460	480	416	440	460	480	
60 Hz	Series Star (V)				416 440 460 480				416 440 460 480				416 440 460 480				
	Parallel Star (V)				208 220 230 240				208 220 230 240				208 220 230 240				
	Delta (V)				240 254 266 277				240 254 266 277				240 254 266 277				
	kVA	87.5	90.0	93.8	95.0	93.8	97.5	100.0	103.8	98.1	102.5	102.5	110.0	101.3	106.3	106.3	113.8
	kW	70.0	72.0	75.0	76.0	75.0	78.0	80.0	83.0	78.5	82.0	82.0	88.0	81.0	85.0	85.0	91.0
	Efficiency (%)	90.8	91.0	91.1	91.3	90.5	90.8	90.9	91.0	90.3	90.6	90.9	90.9	90.2	90.4	90.7	90.8
	kW Input	77.1	79.1	82.4	83.2	82.9	85.9	88.0	91.3	86.9	90.5	90.2	96.8	89.8	94.1	93.8	100.3

MX321 Voltage Regulator

BLUE STAR
Power Systems Inc.

MX321 is a three phase sensed Automatic Voltage Regulator and forms part of the excitation system for a brush-less generator. Excitation power is derived from a three-phase permanent magnet generator (PMG), to isolate the AVR control circuits from the effects of nonlinear loads and to reduce radio frequency interference on the generator terminals. Sustained generator short circuit current is another feature of the PMG system.



Voltage Adjustment

The screwdriver adjustable potentiometer adjusts the generator output voltage. Adjustment clockwise increases the generator output voltage.

When using a remote voltage adjust rheostat, remove the jumper wire across terminals 1 and 2 and install a 1k ohm 1 watt rheostat. This will give $\pm 10\%$ voltage variation from the nominal.

Stability Adjustment

The AVR includes a stability or damping circuit to provide good steady state and transient performance of the generator.

A jumper link selector is provided to optimize the response of the stability circuit to various size generators. The link should be positioned as shown in the diagram according to the kW rating of the generator.

The correct setting of the Stability adjustment can be found by running the generator at no load and slowly turning the stability control anti-clockwise until the generator voltage starts to become unstable.

The optimum or critically damped position is slightly clockwise from this point (i.e. where the machine volts are stable but close to the unstable region).

Under Frequency Roll Off (UFRO) Adjustment

The AVR incorporates an underspeed protection circuit which gives a volts/Hz characteristic when the generator speed falls below a presettable threshold known as the "knee" point.

The red Light Emitting Diode (LED) gives indication that the UFRO circuit is operating.

The UFRO adjustment is preset and sealed and only requires the selection of 50 or 60Hz and 4 pole or 6 pole, using the jumper link as shown in the diagram.

For optimum setting, the LED should illuminate as the frequency falls just below nominal, i.e. 47Hz on a 50Hz system or 57Hz on a 60Hz system.

Specifications

Sensing Input

Voltage	190 to 264VAC max, 1 or 3 phase
Frequency	50 to 60 Hz Nominal

Power Input (PMG)

Voltage	170 to 220VAC, 3 phase
Current	3A
Frequency	100 to 120 Hz Nominal

Output

Voltage	max 120VDC
Current	Continuous 3.7A Intermittent 6A for 10 secs
Resistance	15 ohms Minimum

Regulation $\pm 0.5\%$ RMS

Thermal Drift 0.02% per 1°C change in AVR ambient

Soft Start Ramp Time 0.4 - 4 seconds

Typical System Response

AVR Response	10 ms
Field Current to 90%	80 ms
Machine Volts to 97%	300 ms

External Voltage Adjustment $\pm 10\%$ with 1k ohm 1 watt trimmer

Under Frequency Protection

Set Point	95% Hz
Slope	100 to 300% down to 30 Hz
Max. Dwell	20% volts/S Recovery

Unit Power Dissipation 18 watts Maximum

Analog Input

Maximum Input	$\pm 5\text{VDC}$
Sensitivity	1V for 5% Generator Volts (Adjustable)
Input Resistance	1k ohm

Quadrature Droop Input 10 ohms Burden

Max. Sensitivity	0.22A for 5% Droop 0PF
Max. Input:	0.33A

Current Limit Input 10 ohms burden

Sensitivity Range 0.5 to 1A

Over Voltage Detection Input 10 ohms Burden

Set Point	300V Time Delay: 1 sec (Fixed)
CB Trip Coil Volts	10 to 30VDC
CB Trip Coil Resistance	20 to 60 ohms
Time Delay	1 second (Fixed)

Over Excitation Protection

Set Point	75VDC
Time Delay	8 to 15 seconds (Fixed)

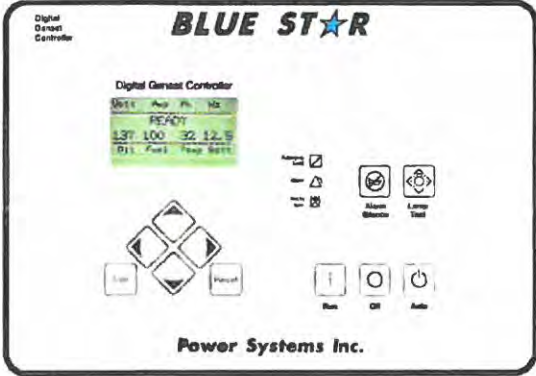
DGC-2020 Control Panel



Blue Star Power Systems, Inc. Digital Generator Set Control Panel (DGC-2020) is a highly advanced integrated generator set control system. The DGC-2020 is perfectly focused, combining rugged construction and microprocessor technology to offer a product that will hold up to almost any environment and flexible enough to meet your application's needs. This device provides generator set control, transfer switch control, metering, protection and programmable logic in a simple, easy to use, reliable, rugged, and cost effective package.

Highlights

- UL Recognized, CSA & CE approved
- Microprocessor based
- Complete system metering
- Remote communication options
- Rugged encapsulated construction



Standard Features

- Generator Metering
- Engine Metering
- Generator Set Control
- Engine Protection:
 - Oil Pressure
 - Engine Temperature
 - Overspeed
 - Overcrank
- BESTCOMS Plus:
 - Programming and Setup Software
 - Intuitive and Powerful
 - Remote Control and Monitoring
 - Programmable Logic
 - USB Communications
 - SAE J1939 Engine ECU Communications (Where Applicable)
- Extremely Rugged, Fully Encapsulated Design
- 16 Programmable Inputs
- 7 Contact Outputs: (3) 30ADC and (4) Programmable 2ADC Rated Contacts
- Wide Ambient Temperature Range
- UL Recognized, CSA Certified, CE Approved
- HALT (Highly Accelerated Life Test) Tested
- IP54 Front Panel Rating with Integrated Gasket
- NFPA110 Level One Compliant
- Real Time Clock with Battery Backup and Event Log
- Emergency Stop Pushbutton
- Current Sensing: 5A CT inputs
- Generator Frequency: 50/60 Hz
- LCD Display Heater to -40°F
- Event Recording (up to 99 occurrences)

Standard Gen-Set Monitoring

- Generator parameters: voltage, current, frequency, real power (Watts), apparent power (VA), and power factor
- Engine parameters: oil pressure, coolant temperature, RPM, battery voltage, fuel level, engine runtime, and various J1939 supported parameters where applicable

Standard Engine Control Functions

Cranking Control

- Cyclic or Continuous (Fully Programmable)

Successful Start Counter

- Counts and Records Successful Engine Starts

Timers

- Engine Cooldown Timer (Specify)
- Engine Maintenance Interval Timer (Specify)
- Pre-Alarm Time Delays for Weak/Low

Battery Voltage

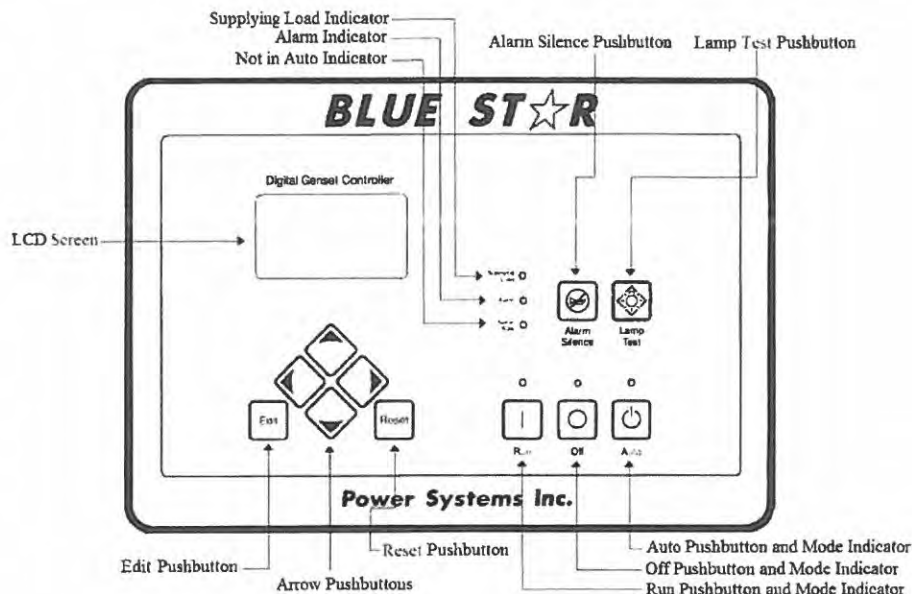
- Alarm Time Delay for Overspeed

- Alarm Time Delay for Sender Failure
- Arming Time Delays After Crank Disconnect:
 - Low Oil Pressure
 - High Coolant Temperature
 - Pre-Crank Delay
- Continuous/Cyclic Cranking Timing Sequence

DGC-2020 Control Panel

Front Panel LED Indicators:

- Run: Green – Indicates controller is in the RUN mode
- Off: Red – Indicates controller is in the OFF mode
- Auto: Green – Indicates unit is in the AUTO mode
- Not in Auto: Red – Indicates DGC-2020 is not in AUTO mode
- Supplying Load: Green – Indicates system is supplying current to a connected load
- Alarm: Red – Indicates an alarm situation by continuous illumination
A pre-alarm will flash



Standard Engine Protection Functions

Pre-Alarms (Warnings)

- Low Oil Pressure
- High Coolant Temperature
- Low Coolant Temperature
- Battery Overcharge (High Voltage)
- Weak Battery (Low Voltage)

- Battery Charger Failure
- Engine Sender Unit Failure
- Engine kWe Overload
- Maintenance Interval Timer
- Low Fuel Level
- Fuel Leak Detect

Alarms (Shutdowns)

- Low Oil Pressure
- High Coolant Temperature
- Overspeed
- Overcrank
- Fuel Sender Failure

- All alarms and pre-alarms can be configured via the BESTCOMSPPlus PC software or the front panel.

Optional Features

- Generator Protection 27(2), 32, 40Q, 51(2), 59(2), 81O, 81U
- Enhanced Generator Protection - 51 and 47
- Selection of Integrating Reset or Instantaneous Reset Characteristics for Overcurrent Protection
- Remote Communication to RDP-110 / NFPA-110 Compliant Remote Annunciator
- Additional (8) Programmable 2ADC Contacts
- Remote Dial-out and Dial-in Capability with Modem
- Modbus Communications with RS-485
- Expandable I/O Capability via J1939 CANBUS
- Automatic Transfer Switch Control
- Remote Emergency Stop
- Multilingual Capability
- High Fuel Level Pre-Alarm
- Critical Low Fuel Level Alarm
- Analog Meters

Generator Protection

- Undervoltage (27)
- Underfrequency (81U)
- Overcurrent (51)
- Reverse Power (32)
- Phase Imbalance (47)
- Overvoltage (59)
- Overfrequency (81O)
- Phase Imbalance (57)
- Loss of Excitation (400)
- Generator Overcurrent (51)

All generator protection features are programmable as alarms or pre-alarms.

DGC-2020 Control Panel

BLUE STAR
Power Systems Inc.

Contact Outputs

For those applications where more output contacts are needed, the DGC-2020 can be adapted to include 8 additional 2ADC rated dry contact outputs. These are real contacts and not the solid-state type that require additional external circuitry to properly operate. These contacts are fully programmable via the easy-to-use BESTCOMSPPlus PC software and can be assigned to numerous user-defined functions.

DC Voltage Panel Mounted Modem

The DGC-2020 can provide long distance communication by adding a modem. When a modem is used, the user can access the DGC-2020 from virtually anywhere via a dedicated telephone line. The user can monitor and control the gen-set as if standing right in front of it. The DGC-2020 can also dial out for pre-programmed circumstances to alert the user of selected situations.

RS-485 Communication

When the RS-485 option is selected, the user can send and receive information from the DGC-2020 via the RS-485 communications port and Modbus protocol. This feature allows the DGC-2020 to be fully integrated into the building management system. Please see the instruction manual for the Modbus register list.

Enhanced Generator Protection

In addition to the standard generator protection (27, 59, 81O, 81U) the DGC-2020 can be equipped with a more sophisticated generator protection system. This option provides an overcurrent element (51) with 17 selectable time current characteristic curves and a voltage phase balance protection function.

Transfer Switch Control (Mains Failure)

The DGC-2020 monitors utility (mains) and determines if it is providing power that is suitable for the loads. If the utility supply goes outside of predetermined levels, the generator is started and the utility is disconnected from the load and the generator is connected. When the utility returns to acceptable levels for a sufficient time, the generator is disconnected and the utility is reconnected to the load. It also includes appropriate adjustable timers or time delays for establishing stable utility operation.

Contact Expansion Module (CEM)

The CEM add-on module increases the contact input and contact output capability adding 10 contact inputs and 24 form C contact outputs. This module communicates to the DGC-2020 via SAE J1939 CANBUS and allows the user to program the functionality of these inputs and outputs in the BESTCOMS programmable logic program. The user can add labels for the inputs and outputs that appear on BESTCOMS front panel, and in the programmable logic. All the functionality can be assigned to these inputs and outputs as if they were an integrated part of the DGC-2020. The CEM-2020 module has all of the environmental ratings, like the DGC-2020, including a model for UL Class1 Div2 applications (consult price list for part number). The output ratings of the form C contacts are: (12 contacts) 10A @ 30VDC and (12 contacts) 2A @ 30VDC. The 2A rated contacts are gold flash contacts for low current circuits. The CEM-2020 terminals accept a maximum wire size of 12 AWG while the chassis ground requires 12 AWG wire. The CEM-2020 provides the user with the flexibility to use the same model DGC-2020 gen-set controller for simple applications or more complicated applications that require contact functionality or duplication of contacts for remote annunciation. Flexibility is one of the benefits of the DGC-2020, and this add-on module enhances that benefit even further.

ModBus TCP/RTU (NetBiter RTU-TCP Gateway)

NetBiter® RTU-TCP Gateway connects the fully enhanced DGC-2020 with Ethernet and mobile networks. The gateway acts as a transparent bridge translating DGC-2020 Modbus registers allowing control systems, such as PLCs, SCADA, etc. to communicate over Ethernet. One gateway is required per generator allowing multiple generator sets to be accessed and monitored simultaneously. Note: This option does not interface with BESTCOMSPPlus software. Features include: connectivity between serial Modbus devices and the Modbus TCP; RS-232, RS-485 and RS-422 connectivity; Ethernet and mobile network connectivity; 10/100 Mbit/s Ethernet; web-based configuration; DIN rail mounting; and network and serial status indicators.

Load Share Module 2020 (LSM-2020)

The LSM is an easy to connect and use add-on module for the DGC-2020 to allow the DGC-2020 to control the kW load sharing of multiple generator sets. The LSM-2020 is remotely mounted and communicates to the DGC-2020 via J1939 CANbus communications.

BLUE STAR Power Systems Inc.

Paint & Powder Coat

Generator Set

Blue Star Power Systems, Inc. completely paints all of its generator sets in our state-of-the-art downdraft paint booth. It begins with an extensive cleaning of the unit through sanding and a full wipe down using an alkaline-based cleaner. Once completely clean, the unit is then painted with Cardinal Industrial Semigloss paint. Electrostatic paint equipment ensures correct and even coverage. The unit then receives a complete covering of Cardinal Industrial Clear Coat in a hammer texture to provide extra protection and a durable long-lasting easy-to-clean finish.

Performance Characteristics

- 3.0+ Mils TDFT
- Xenon Arc 1100 hours - Excellent Weatherability
- 1000 Hour Salt Spray - Over Primer - Passed (3.0 Mils Total TDFT)
- Adhesion, Crosshatch - 5B
- Gloss 90+ @ 60°

Generator Set Enclosure

Blue Star Power Systems, Inc. provides Cardinal Industrial Hammer Textured Semi-Gloss Polyester Powder Coating as standard on all our enclosures. Long term exterior durability, high performance mechanical properties and high gloss are standard characteristics of Cardinal Powder Coating. Cardinal TGIC Polyester Coating exceeds UL 2200 & CSA requirements.

Performance Characteristics

- Cured Powder Properties 2.0+ Mils DFT
- PCI Powder Smoothness 1 Mil
- Pencil Hardness 2H+
- Flexibility 1/8 in Diameter - No Fracture
- Salt Spray ASTM-B117 1000 Hours - Pass
- Humidity ASTM-02247 1000 Hours - Pass
- Adhesion, Crosshatch - 5B
- Gloss 90+ @ 60°

Standard Colors

White | T012-WH260

Gray | 6813-GR95



Custom Colors

Custom Colors: Blue Star Power Systems, Inc. offers custom color options for your generator set enclosure. Cardinal is licensed by PANTONE® to accurately simulate both the PANTONE MATCHING SYSTEM® colors and the PANTONE® Textile Color System® with our powder and liquid coatings. Additional Charges apply.



Sub-Base Fuel Tanks

Blue Star Power Systems, Inc. provides either Diamond Vogel Nexgen Technology Paint or Cardinal Industrial Hammer Textured Semi-Gloss Polyester Powder Coat on all of our sub-base fuel tanks. Nexgen and Cardinal Industrial both offer excellent coverage and performance characteristics. Nexgen and Cardinal Industrial both exceed UL requirements.

Performance Characteristics

- 3.0+ Mils TDFT
- Xenon Arc 1100 Hours
- 500 Hour Salt Spray - Over Primer - Passed (3.0 Mils Total TDFT)
- Adhesion Crosshatch - 5B
- Gloss 90+ @ 60°

Standard Color



BLUE STAR

Power Systems Inc.

Enclosures

Blue Star Power Systems, Inc. enclosures are specifically designed for optimal protection against the elements. They are designed to protect the entire system from even the most extreme environments, and to reduce sound levels to most specified requirements. Blue Star Power Systems, Inc.'s vast flexibility allows the design of standard enclosures to meet most specifications or requirements. All standard enclosure models are constructed of 14 gauge steel and feature a pitched roof for increased structural integrity and superior watershed. All enclosures feature a rugged UL listed hammer powder coat finish as standard for a long lasting and durable finish in standard white or gray. Custom colors are available as specified.

Enclosure Design Features

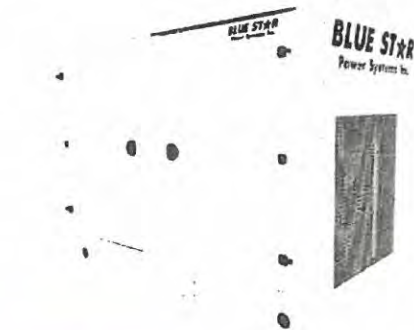
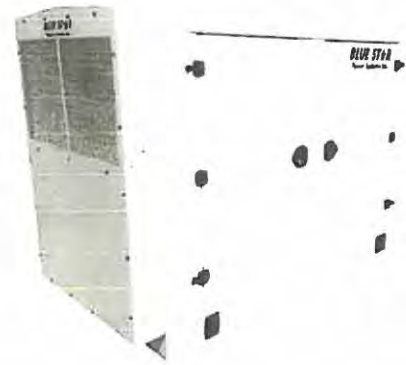


- UL 2200 & CSA Listed as standard
- All enclosure models are 200 MPH wind rating certified in accordance with IBC2018 and ASCE/SEI 7-16 standards.
- Lockable gasketed doors with draw down latches and Stainless Steel component hinges
- All Stainless Steel fasteners
- UL & CSA listed extreme-wear hammer powder coat finish
- Pitched roof for high structural integrity and superior watershed
- Above-door drip guards
- Optimal airflow means no cooling system de-rates on most models
- Internally mounted exhaust silencers standard up to 600 kW
- Sound attenuation options
- Stainless Steel and Aluminum enclosure options

Level 1

Weather Proof Enclosure

Blue Star Power Systems, Inc. Level 1 enclosures have the rugged construction and weather proof protection required for most outdoor environments. These enclosures will effectively protect the gen-set through high wind (200 MPH), rain, snow, and other extreme weather conditions. Weather proof enclosures feature standard hinged lockable doors, a pitched roof to prevent water accumulation and improved structural integrity. The enclosure is painted with extreme-wear UL and CSA listed hammer powder coat finish.



Level 2

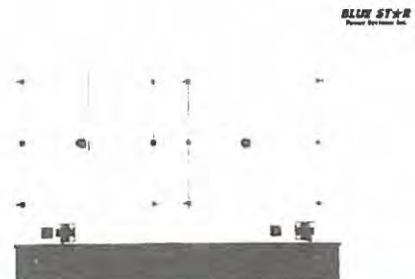
Weather Proof Enclosure with Foam

Blue Star Power Systems, Inc. Level 2 enclosures include all of the same great features of the Level 1 enclosures, and include even more. With the addition of high performance 1.5" Type D Sound Attenuating Foam, our Level 2 Enclosures offer an even lower dBA rating with the same great weather proof protection.

Level 3

Sound Attenuated Enclosure

Blue Star Power Systems, Inc. Level 3 enclosures feature the same great weather proof protection and standard features as the Level 1 & 2 enclosure models, but with a greater emphasis on reducing sound levels. Standard Level 3 features include the same high performance 1.5" type D sound attenuating foam, and also feature the addition of a separate frontal exhaust sound chamber and dual rear air intake to ensure that your system runs exceptionally quiet. These features make this enclosure among the best in the industry for noise reduction and quality.



BLUE STAR Power Systems Inc.

Sound Attenuation Foam

Polydamp® Type D Acoustical Foam, (PAF) is an acoustical grade, open cell, flexible ether based urethane foam designed to give maximum sound absorption for a given thickness. It has excellent resistance to heat, moisture and chemicals. All applications use 1.5" foam as standard.



Foam Characteristics Sound Absorption: Nominal values of random incidence sound absorption coefficient per ASTM C384-77 for Plain/Tufflym

Foam Thickness	125	250	500	1000	2000	4000
(1.5 in) 38.1 mm	15/20	27/49	60/96	77/93	90/82	98/67
(2.0 in) 50.8 mm	20/30	40/66	90/98	100/96	96/85	100/75

	Test Standard	U.S. Standard
Density, Nominal: (lb/ft ³ -kg/m ³)	ASTM-D-3574-91	1.85
Tensile Strength: (PSI-KPa)	ASTM-D-3574-91	12
Elongation, %	ASTM-D-3574-91	120
Tear Resistance: (lb/in - N/M)	ASTM-D-3574-91	1.3
IFD: (PSI - KN/M ²)	ASTM-D-3574-91	30
Compression Set (50%): %	ASTM-D-3574-91	10
Air Permeability (Tested at 1" thickness): (Rayles/M)	ASTM C-522	
Thermal Conductivity		
(BTU/hr. ft ² , °F/in.)	ASTM C-177	0.25

Service Temperature	
Continuous	-45°F (-43°C) TO 212°F (100°C)
Intermittent	250°F (121°C)
Flame Resistance	
UL94	HF-1
FAR.853(B)	PASS
SAEJ-369(B)	PASS
MVSS-302	PASS
DIN	PASS
Humidity Resistance	
Excellent; no significant decrease in tensile strength or elongation after 5 hrs. of steam autoclave at 250°F (121°C) per ASTM D3574-86, Test J.	
Chemical Resistance	
Excellent - no significant change in strength after 4 weeks immersion in common solvents, alkalies, acids, and water.	
Estimated Service Life:	
Min. 10 years at 80F (27°C) and 95% R.H.	

Adhesive Characteristics

P4 is a high performance unsupported acrylic pressure sensitive adhesive exhibiting aggressive tack, high peel and shear, and good heat resistance. In addition, it has good chemical and plasticizer resistance as well as excellent long term aging and the ability to withstand environmental extremes.

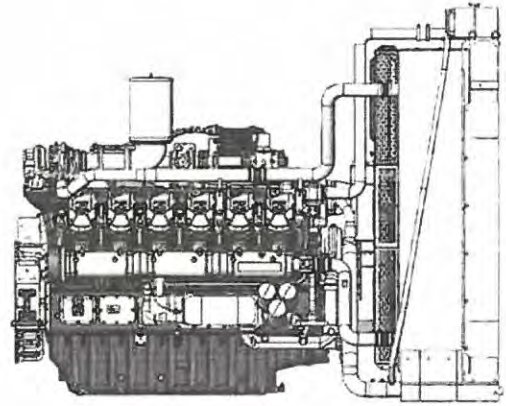
Adhesive Thickness (Nominal)	0.004"
Color of Adhesive	Water Clear
Release Liner	76 lb Polycoated bleached kraft paper
Service Temperature	-40°F +200°F

BLUE STAR

Power Systems Inc.

Radiators

Blue Star Power Systems, Inc. radiators offer a variety of styles and configurations including radiator and charged air assemblies, radiator and aftercooler assemblies with durable core construction. Our radiators are compact and efficient meeting the most stringent enclosure footprint requirements. All radiators are sized for 50°C (122°F) ambient. The single-source design ensures a perfect match with your generator set package.



Radiator Features

Standard Radiator Package

- Engine-specific tank design with variant coolant connection locations and sizes (dependant on engine size)
- Complete cooling package with mounting foot and plumbing kit
- All steel construction of top and bottom tanks
- Dual Core designs -
 - Jacket Water / Charged Air Circuit
 - Jacket Water / After Cooler Circuit
- Individual radiators designed to meet manufacturer's specific requirements
- Top tank has built in expansion capacity - no need for an external recover tank
- Full or partial deration system built into the top tank
- Standard cooling package includes fan shroud & fan guard
- Corrosion preventive options:
 - Hot dipped galvanizing on all steel parts or stainless steel
 - Epoxy coated cores

Fan-On Radiator Design

- Engine-specific tank design with variant coolant connection locations and sizes (dependant on engine size)
- Rigid built construction for fan support
- High speed bearings within pillow blocks
- Dual Core designs with variable jacket water / after cooler circuit designs
- All steel construction of top and bottom tanks
- Individual radiators designed to meet manufacturer's specific requirements

BLUE STAR Power Systems Inc.

Circuit Breakers

Blue Star Power Systems, Inc. MC (Molded Case) Series Circuit Breakers are the highest quality in the industry. They will protect the power system and corresponding equipment from damaging fault currents circuits and overloads.

80% Rated Circuit Breakers

80% rated breakers can only be applied continuously at 80% of the rated breaker. Tripping of the circuit breaker if the current goes above 80% will depend on the amount of current and the duration.

100% Rated Circuit Breakers

100% rated breakers can be applied at 100% of their current rating continuously.

Accessories

Shunt Trip - Provides a means of tripping the circuit breaker from a remote source by energizing a solenoid in the breaker. This can be achieved through the panel faults such as engine shutdowns, overcurrent, etc. The circuit breaker will have to be reset locally in the event of a tripped breaker.

Bell Alarm / Alarm Switch - Provides remote indication of whether the circuit breaker is in a tripped position. The bell alarm will remain unchanged during on-off operations and during operation by the Push-to-Trip button on the circuit breaker.

Auxiliary Switch/Contacts - Provides remote indication of whether the circuit breaker is in an open or closed state.

Ground Fault Indication/Alarm - Adjustable relay that indicates a ground fault condition with adjustable time delay.

Trip Unit

LJ Breakers - Includes adjustable Long-Time pickup and delay and adjustable Instantaneous pickup.

LSI Breakers - Includes features of LJ Breakers with addition of Short-Time pickup and delay.



Breaker Model	Amperage	Percentage Rated	Maximum Voltage Rating (AC)	UL Listed Interrupting Rating (kA)			Lug Qty. and Size (Cu & Al)
				240	480	600	
H-Frame	15-150	80% or 100%	600	25	18	14	(1) #14-3/0
Q-Frame	70-250	80%	240	10	-	-	(1) #4-300 kcmil
J-Frame	150-175	80% or 100%	600	25	18	14	(1) #4-4/0
	200-250						(1) 3/0-350 kcmil
L-Frame	125-400	80% or 100%	600	65	35	18	(2) 2/0-500 kcmil
	200-600						(3) 3/0-500 kcmil
M-Frame	300-800	80%	600	65	35	18	(3) 3/0-500 kcmil

Breaker Model	Frame Size	Percentage Rated	Maximum Voltage Rating (AC)	UL Listed Interrupting Rating (kA)			Lug Qty. and Size (Cu & Al)
				240	480	600	
P-Frame	600	80% or 100%	600	65	35	18	(3) 3/0-500 kcmil
	800						(4) 3/0-500 kcmil
	1000						(12) 3/0-750 kcmil
	1200						(15) 3/0-750 kcmil
	1600						(18) 3/0-750 kcmil
R-Frame (LSI Standard)	2000	100%	600	65	35	18	(21) 3/0-750 kcmil
	2500						(18) 3/0-750 kcmil
	3000						(15) 3/0-750 kcmil

BLUE STAR

Power Systems Inc.

TPS Series Block Heaters

The TPS engine block heater is designed to preheat diesel and gaseous engines. It is simple to install, lightweight, and heats engines up to 12L displacement. Thermosiphon circulation of the coolant delivers even heat throughout the entire engine block.

Features

- cULus Listed
- CE Compliant
- Various temperature settings available, including an optional adjustable thermostat 90° - 130°F (32° - 54°C)
- Can be supplied with UL marked 120 or 240V NEMA plug



Specifications

Part Number	Volts	Watts	Amps	Male Plug	Outlet Size (Inches)
13224	120	500	4.2	Yes	5/8
14209	240	500	2.1	Yes	5/8
10014	120	1000	8.4	Yes	5/8
10015	240	1000	4.2	Yes	5/8
10016	120	1500	12.5	Yes	5/8
10017	240	1500	6.3	Yes	5/8
10018	120	1800	15	Yes	5/8
10019	240	2000	8.3	Yes	5/8

BLUE STAR

Power Systems Inc.

Single Stage Air Cleaner

Single Stage Air Cleaners are tough, non-metallic, lightweight, self-supporting and completely disposable. They are also easy to install, durable, and reliable. They are designed to function well under high and severe pulsation conditions found in many applications. Vibration-resistant media is potted into molded housings of rugged ABS plastic – so they don't fall apart as other designs might. They can be mounted vertically or horizontally.



Specifications

- No serviceable parts - Air cleaner housing and filter are one unit
- Designed to withstand severe intake pulsation
- Economical replacement cost
- Self-supporting, sturdy
- Very reliable: only one critical seal
- Lightweight and compact in size
- Non-metallic, non-corrosive
- Completely disposable - acceptable for normal trash pick-up (should not be incinerated)
- Easily installed and maintained
- Minimal removal clearance needed: only 1.5"
- Three airflow styles available to fit virtually any engine intake configuration
- Various media available for specific generator set applications: high pulsation, high humidity, etc.
- Temperature tolerance: 180°F/83°C continuous 220°F/105°C intermittent

CPJ Series Critical Grade Silencers

BLUE STAR
Power Systems Inc.

Blue Star Power Systems, Inc. "CPJ" Series is the accumulation of research and development offering a compact silencer without compromising performance. It incorporates a unique combination of resonator chambers, acoustically packed internal components and diffusers to achieve a stunning level of performance for its size. All CPJ series silencers are critical grade silencers and are packed with insulation to greatly reduce radiated noise and exterior shell temperature.



Standard Construction Features

- Available in sizes from 2 inch to 12 inch
- Multitude of inlet/outlet design styles to meet almost any requirement
- Packed with fiberglass insulation to reduce shell temperature and noise levels
- Fully welded double shell carbon steel weldment construction, corrosive resistant
- High density fiberglass acoustic blanket good to 1500°F, wrapped with 304 Stainless Steel wire mesh cloth and encased in a carbon steel perforated facing
- Black phenolic resin based finish paint

Optional Construction Features and Accessories

- Stainless Steel construction
- Aluminum construction
- Aluminized Steel construction
- Vertical mounting legs
- Round mounting bands
- Horizontal mounting saddles
- Horizontal and vertical shell lugs
- Special finish per specification
- Air leak test
- ASME code construction
- Oversized flanges
- Acoustic shell lagging
- High temperature acoustic pack material
- Contact factory for additional features to meet your requirements

Model #	Part #	Outlet Size	Flanged Connection	WT (lbs)
CPJS-02	10660	2.0" OD	No	12
CPJS-25	10661	2.5" OD	No	18
CPJS-03	10662	3.0" OD	No	20
CPJS-35	10663	3.5" OD	No	30
CPJS-04	10664	4.0" OD	No	31
CPJS-05	10665	5.0" OD	No	50
CPJS-06	10666	6.0" OD	Yes	50
CPJS-08	10667	8.0" OD	Yes	120
CPJS-10	10668	10.0" OD	Yes	180

Industrial Batteries

BLUE STAR
Power Systems Inc.

Engine Starting Batteries

Blistering heat and bitter cold are ruthless battery killers. That's why Blue Star Power Systems, Inc. utilizes a pioneered climatized battery. Designed to offer you long-life and high-performance starting power that will get your gen-set running even under extreme conditions. Blue Star Power Systems, Inc. "all-climate" batteries stand up to the harshest temperatures and are available in sizes and configurations to fit almost any application.



Standard Features

- Unique Manifold Vent - Virtually eliminates corrosion by venting gases away from terminals and cables
- Exclusive TRP™ Construction - Rib reinforced TRP™ container significantly improves the vibration and impact resistance
- Armored Plate Cell Bonding - Vibration is the number one killer of commercial batteries. To solve this problem, the cells of every battery are bonded
- Polyethylene Enveloped Separator Design - Super tough polyethylene material reduces electrical resistance and provides higher cranking performance
- Center Lug Design - Suppresses the vibration inherent in traditional construction for improved performance (where applicable)
- TTP™ - Through-the-Partition inter-cell connectors create a shorter current path to deliver more power to the terminals
- Heavy Duty Cases - Reinforced polyethylene or hard rubber cases stand up to the demands of standby gen-sets
- Convenient Lifting Slots - a handle is built in the top of the battery for easy carrying and transportation
- Protective Bottom Design - Waffled bottom design provides protection against nuts, bolts, or stones that might become lodged under the battery
- Computer Designed Radical Grids - An improved state-of-the-art design which adds power and resists vibration
- Threaded Accessory Ports - Features a sealed "O" ring that does not work loose during severe service (78DT only)

Specifications

BCI Group Size	NEMA Type			Dimensions (Inches)			
	Part Number	CCA at 0°F	CCA at 32°F	Length	Width	Height	Weight (lbs.)
78DT	78DT-HD	800	960	10-11/16	7-1/16	8-1/8	54
4D	4D-HD	1000	1200	19-9/16	8-5/16	10	95
8D	8D-HD	1300	1560	20-3/4	11	10	117

BC1206A Series Battery Chargers

BLUE STAR
Power Systems Inc.

The BC1206A charger is built to stand up to the punishing power generation environment. It is engineered to exacting performance specifications, including cULus listing for an extra margin of safety.

Features

- Automatic 12V 6A, 2-Stage charge rate
- UL 1236 listed
- Watertight, shock proof and corrosion proof
- LED status indicators
- Reverse polarity protected
- Short circuit protected
- EMI/RFI Shielded



Specifications

Specifications

Output Voltage: 12VDC

Input Rating

Input Voltage Range: 100 - 130VAC

Input Current Rating: 1.6A maximum

Float - Maintenance Stage

Float Voltage: 13.3VDC

Float Current: 0.1 A

LED Status: Green LED On

Full Load - Bulk Stage

Full Load Voltage: 12.0 - 14.1VDC

Full Load Current: 0.2 - 6.0A

LED Status: Red LED On

Reverse Polarity Protection

Available as Standard: Yes

Short Circuit / Overload Protection

Maximum Short Circuit Current: 8A (typical)

Current Limit: 7A (+/- 10%)

Operating Temperature Range

Minimum Temperature: -20° C

Maximum Temperature: 50° C

Agency Certification

This product is listed under UL 1236 for battery chargers.

Warranty

Warranty Period: 1 Year

Weight

3.5 Pounds

BLUE STAR

Power Systems Inc.

Sub-Base Fuel Tanks

Blue Star Power Systems, Inc. sub-base fuel tanks are listed and manufactured under UL 142 & ULC-S601 standards for steel above ground tanks, which guarantees that every fuel tank meets the structural and mechanical integrity requirements for mounting a generator set directly on top of the tank. This provides a convenient, efficient, and safe way to store fuel for your generator set.



Sub-Base Fuel Tank Standard Features

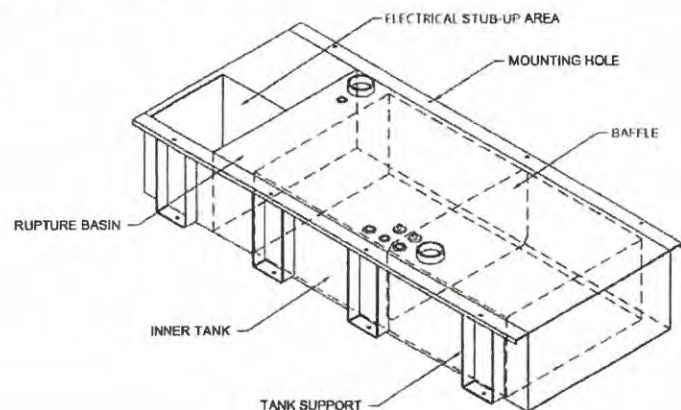
- Double walled secondary containment UL 142 & ULC-S601 Listed
- Electrical stub-up openings are standard to provide generator set wiring provisions through the base tank
- Heavy gauge steel construction
- Diamond Vogel Nexgen Technology Paint or Cardinal Industrial Hammer Textured Semi-Gloss Polyester Powder Coat
- Standard fittings: fuel supply with check valve (sized per unit), fuel return (sized per unit), 2" NPT for normal vent, 2" - 6" NPT for emergency vent (sized per unit), 2" NPT for manual fill, 1 1/2" NPT for fuel level gauge, and 3/8" NPT basin drain (plugged). Removable 1/2" supply dip tube standard (size may vary with gen-set model). 1 1/2" NPT for leak detection
- Interior tank baffle: Separates cold engine supply fuel from hot returning fuel
- Direct reading fuel level gauge
- Low fuel level and fuel leak alarms

Design Options

- High and critical low fuel level shutdowns or alarms
- Full pumping control systems for a true day tank system with a full array of electrical options
- Additional Tank Fittings
- Custom Fuel Tank Designs (sizes and shapes)
- Fuel Heater
- Fill / Spill Containment

Blue Star Power Systems, Inc. offers two distinctive types of double wall sub-base fuel tanks, those with an electrical stub up area (standard) and those without. Each type can be customized to any specification to meet your specific requirements.

UL 142 & ULC-S601 double wall secondary containment sub-base fuel tank with stub-up.



BLUE STAR Power Systems Inc.

Factory Load Test

Blue Star Power Systems, Inc. factory testing is performed with the same extreme diligence and attention to detail that is given to the prototype testing process. Every engine generator set receives a complete factory load test that certifies and ensures that the set will function in accordance to every specific application. Test metering will have an accuracy of 1.3% or better. This metering equipment is calibrated annually, and is directly traceable to the National Institution of Standards & Technology (NIST). All test procedures are conducted in accordance with MIL-STD-705C where applicable.



Factory Acceptance Testing Procedures

- Insulation Resistance Test (301.1c)*
- High Potential Test (302.1b)*
- Alternator Over Speed
- Complete Engine Inspection
- Generator Inspection
 - Winding Resistance Test (401.1b)
 - Exciter Field Stator
 - Main Field Stator
- Mounting & Coupling Inspection
- Engine Fuel System Inspection
- Engine Lube Oil System Inspection
- Engine Cooling System Inspection
- DC Charging System Inspection
- Main Output Circuit Breaker Inspection
- Anticipatory Alarms and Shutdowns Test (505.2b, 515.1b, 515.2b)
- Optional Equipment Inspection (513.2a)
- Load Test (640.1d)
 - Regulator Range Test (511.1d)
 - No Load
 - MAX Load @ 1.0 P.F. (640.2d)
 - MAX Load @ 0.8 P.F.
 - Block Loads @ 0-25%, 0-50%, 0-75%, 0-100% of rated load tests (640.2d)
- 1.0 Power Factor Max Load
- 1.0 Power Factor Max Block Load Pickup
- Full Name Plate Rated Load.
- Standard Readings Taken Every 5 Minutes.

Standard Reading Recorded During Load Test Inspection

Run Time	AC Frequency
AC Voltage	Exciter Field Voltage
AC Amperage	Exciter Field Current
kVA	Lube Oil Pressure
kWe	Engine Coolant Temp.
Power Factor	Ambient Temp.

* Performed By Alternator OEM

Factory Load Test Summary

All engine generator sets are visually inspected prior to testing. This includes a complete visual/mechanical inspection to ensure that all fasteners and electrical connections are secure, that all rotating components are free of obstruction/interference and are properly guarded.

Once the unit is started, the AC voltage and frequency are set to rated values. The unit is operated at no load while all of the safety shutdowns and warnings are verified and tested. The unit is then restarted and run at 25%, 50% and 100% of rated load and power factor until the engine temperature has stabilized for at least ten minutes. During the rated and maximum load pickup portion of the test, the voltage regulator gain, stability and under frequency compensation adjustments are set for optimal performance. All test procedures are performed in accordance with MIL-STD-705C where applicable.

Throughout these test procedures the AC parameters, engine oil pressure, engine temperature, exhaust temperature, timing and air/fuel ratio (gaseous units) are monitored and recorded. The unit and all installed accessory equipment are continually examined for oil and coolant leaks, excessive vibration and foreign noises.

Once all test procedures are performed and recorded, the unit is allowed a cool down period prior to being shut down. The unit is once again inspected for leaks, loose fasteners and connections prior to leaving the test facility.

The unit receives another complete final inspection process prior to packaging and shipment

Note: All units are tested after the painting process is complete to prevent unforeseen difficulties resulting from the painting process being performed after testing.

Witnessed Factory Load Test

Standard witnessed factory load testing must be scheduled and approved at least four weeks prior to the engine generator sets scheduled shipping date. Any requests for witnessed factory load testing after this four week period may incur additional charges.

Witnessed Extended Run Factory Load Test

Witnessed extended run factory load testing must be scheduled and approved at the time of order placement. Any requests for witnessed extended run factory load testing after this time could be denied and would if approved incur additional cost.

All units are built and tested to cUL, CSA and NFPA 110 standards.



Engine Generator Set Two (2) Year 2000 Hour Standby Limited Warranty

BLUE STAR
Power Systems Inc.

Your Blue Star Power Systems, Inc. product has been designed and manufactured with care by people with many years of experience. Blue Star Power Systems, Inc. warrants to its buyer that the product is free from defects in materials and/or workmanship for the period of time outlined below. If the product should prove defective within the time period outlined below, it will be repaired, adjusted or replaced at the option of Blue Star Power Systems, Inc., provided that the product, upon inspection by Blue Star Power Systems, Inc., has been properly installed, maintained and operated in accordance with Blue Star Power Systems, Inc.'s Generator Set Installation Guide and Operating Instructions. This limited warranty is not valid or enforceable unless: (1) all supporting maintenance records are kept on file with the end user and made available upon request from factory, and (2) the generator set is routinely exercised in accordance with operating instructions. This warranty does not apply to malfunctions caused by physical damage, misuse, improper installation, repair or service by unauthorized persons, or normal wear and tear. The warranty is not assignable.

Blue Star Power Systems, Inc. product warranty period: Engine generator set: Parts and Labor for two (2) years from the date of factory invoice or 2000 hours (whichever occurs first). Accessories (installed on the engine generator set or shipped loose): Parts and Labor for one (1) year from the date of factory invoice or 2000 hours (whichever occurs first). Transfer Switches: If purchased with a generator set (same order number): Parts and Labor for two (2) years from the date of factory invoice or 2000 hours (whichever occurs first).

The start of the warranty period can be adjusted to the date of unit start-up (limited to 180 days from invoice date) provided that the following information is provided to Blue Star Power Systems, Inc. within 30 days of start-up. The warranty will not be effective unless a copy of the Blue Star Power Systems, Inc. Start-Up Instructions & Warranty Validation form is properly filled out and returned to Blue Star Power Systems, Inc. within 30 days of start-up. If the Start-Up Instructions & Warranty Validation Form is received after 365 days (1 year) from invoicing date, all unit warranties will be void. Additionally, the engine manufacturer's engine registration form must be completed and returned to the engine manufacturer as stated in the instructions with the registration form.

To obtain warranty service: Contact your nearest Blue Star Power Systems, Inc. Service Representative. For assistance in locating your nearest authorized service representative, contact Blue Star Power Systems, Inc. at warranty@bluestarps.com.

Warranty service may be performed by authorized Blue Star Power Systems, Inc. service providers only. Service work performed by unauthorized persons will void all warranties and not be paid.

Blue Star Power Systems, Inc. shall not be liable for any claim in amount greater than the purchase price of the product. In no event shall Blue Star Power Systems, Inc. be held liable for any special, indirect, consequential or liquidated damages including but not limited to: loss of profits, loss of time, increased overhead, delays, loss of business opportunity, good will, or any commercial or economic loss.

Blue Star Power Systems, Inc. shall not be liable for any claim that requires replacement of engine, part, or component of the gen-set that is no longer manufactured or available. Additionally, Blue Star Power Systems, Inc. will not be liable for any engine replacement that may require emissions tier level change.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE DESCRIBED HEREIN. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

The following items and/or circumstances are excluded from this limited warranty:

- Improper installation or operation as outlined in the Generator Set Installation Guide and Operating Instructions.
- Misapplication and misuse of the equipment outside the original design parameters as stated on the nameplate of the equipment.
- Equipment purchased at the standby rating that is being used in a prime power application(s).
- Failure to properly exercise and maintain your equipment per manufacturer's specifications will void all warranty.
- Any equipment or components adding including fuel tanks and enclosures not installed at the Blue Star Power Systems, Inc. factory.
- Equipment modifications made without the written consent of Blue Star Power Systems, Inc. will void all warranty.
- Damages caused by acts of nature, such as lightning, wind, flood, or earthquake.
- Any damage due to situations beyond the control of the manufacturing and/or workmanship of the product.
- Engine starting batteries: The battery manufacturers' warranty applies. Consult your local battery supplier for warranty service.
- Fuel system and/or governing system adjustments performed during or after start-up.
- Normal maintenance items and consumable items such as belts, filters, fluids, and hoses.
- Adjustments and tune-ups performed during start-up or thereafter. Start-up, training, tuning, and adjustments for any paralleling or bi-fuel system.
- Loose connections (electrical and mechanical) before and after unit start-up. Including fittings, connectors, clamps and fasteners.
- Diesel engine "Wet Stacking" due to lightly loaded diesel engines. Regeneration issues, aftertreatment exhaust systems, including DEF related issues.
- All fluid level related items found before, during, or after unit start up.
- Use of steel enclosure within 25 miles of the coast.
- Requested rental generators used while warranty work is being performed.
- Charges, fees, and site delays due to a replacement components availability with the product manufacturer
- Any labor charges deemed excessive by Blue Star Power Systems, Inc. factory or component manufacturer.
- Travel labor and mileage for mobile generator sets.
- Additional trips to the site due to a service vehicle was not stocked with normal service parts.
- Any special access fees, equipment, requirements or after hours scheduling to gain access to the equipment for warranty service purposes.
- Lodging expense associated with unit repair and excessive mileage charges (limit to 300 miles and 6 hours travel round trip from nearest service center).
- Shipping damage of any type. All equipment is shipped F.O.B. Blue Star Power Systems, Inc. and risk of loss transfers to the carrier once loaded for shipment. It is the responsibility of the receiving party to sign for the receipt of and note any shipping damage to the equipment. Freight damage claim filing is the responsibility of the receiving party. In the rare event that damage occurs resulting from shrink wrap during shipment, Blue Star Power Systems, Inc. will not warrant any damage to the unit.

This agreement is deemed made and executed in North Mankato, Nicollet County, Minnesota and shall be construed and interpreted in accordance with the laws of the state of Minnesota without giving effect to its conflicts of laws principals. Each of the parties submits to the exclusive personal jurisdiction and venue with respect to any action or proceeding arising out of, in connection with, relating to, or by reason of this agreement before the district court of the state of Minnesota, located in Nicollet County and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.

PROCLAMATION

Item 1.



PROCLAMATION RECOGNIZING THE 100TH BIRTHDAY OF MARGIE MAE LEWIS

WHEREAS, Margie Mae Lewis, born in Macon Georgia and relocated to Dundee, Florida with her late husband Dave Lewis; and,

WHEREAS, Margie Mae Lewis loves God with her entire heart, mind, body and SOUL; and,

WHEREAS, Margie Mae Lewis is the matriarch of her family and has been the strong supportive pillar of the family for many years. Mother of four (4); two sons and two daughters

WHEREAS, Margie Mae Lewis was the co-founder of Fellowship Gospel Missionary Outreach Community Service at Grove Nursing Home for over 30 years; and,

WHEREAS, Margie Mae Lewis is a faithful prayer warrior and prayer leader in her community with daily devotional prayer on the prayer and worship line and,

WHEREAS, Margie Mae Lewis is a dedicated member and speaker at Faith Temple Church of God in Christ and she loves her Pastor, his wife and church family and,

WHEREAS, Margie Mae Lewis loves her flowers and loves to work in your yard and,

WHEREAS, Margie Mae Lewis is a mother, grandmother, aunt and faithful woman of God, and the Lewis Family's "Keeper of the Flame" she is also one of our treasured residents of our beautiful town and it is a privilege for our community to celebrate the 100th birthday of Margie Mae Lewis, and

NOW, THEREFORE, I, Samuel Pennant, Mayor of the Town of Dundee, on behalf of the Town Governing Board and residents, wish to honor Mother Lewis for her long life, prosperity and the many contributions she has made to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Dundee to be affixed this 23rd day of April 2024.

Sam Pennant, Mayor

Attest:

Trevor Douthat, Town Clerk

PROCLAMATION



WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Samuel Pennant, Mayor of the Town of Dundee, do hereby proclaim Friday, April 26th, 2024 as

ARBOR DAY

and urge all Residents to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Dundee to be affixed this 23rd day of April 2024.

Sam Pennant, Mayor

Attest:

Trevor Douthat, Town Clerk



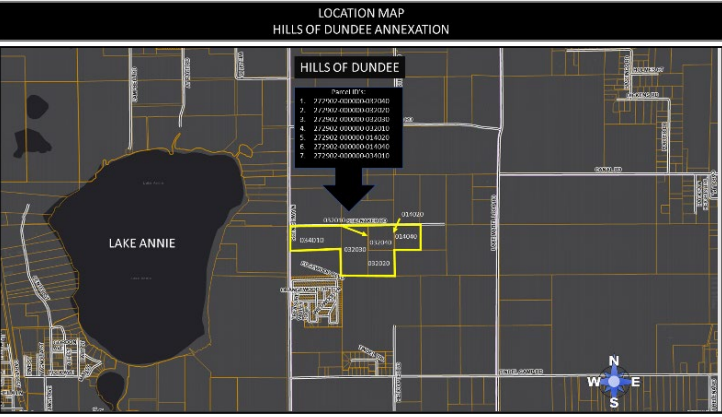

TOWN COMMISSION MEETING

April 23, 2024 at 6:30 PM

Item 3.

AGENDA ITEM TITLE:	DISCUSSION & ACTION, ORDINANCE 24-01 FUTURE LAND USE MAP AMENDMENT
SUBJECT:	The Town Commission will hear the request for Future Land Use Map amendment and approve, approve with changes or deny the adoption of Ordinance 24-01.
STAFF ANALYSIS:	A request by AG Investments of Polk County, LLC to amend the Future Land Use Map for property located in the Town of Dundee from Agriculture/Residential Rural (A/RR) to Medium Density Residential (MDR) on approximately 68.18 +/- acres. The subject property is located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030 and 27-29-02-000000-032010 (7 parcels).
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	Staff recommends approval.
ATTACHMENTS:	Staff Report and Maps Ordinance 24-01

Town Commission Staff Report

	To: Town Commission
	Agenda Date: April 23, 2024
	Department: Planning and Zoning
	Discussion Topic: Future Land Use Map Amendment change from Polk County to Medium Density Residential (MDR). Ordinance 24-01
	Property Owner: AG Investments of Polk County, LLC
	Planning & Zoning Board Recommendation: Approval 3-0
	Town Commission Transmittal Hearing: 5-0 to transmit
	Town Commission Adoption Hearing: Pending Hearing
	DEO Comments: None
	Prepared By: Lorraine Peterson, Development Director
	

SITE LOCATION

The proposed site is located on 68.18 +/- acres of land, eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030 and 27-29-02-000000-032010 (7parcels).

BACKGROUND

The Applicant, AG Investments of Polk County, LLC is requesting the amendment to the Future Land Use Map for property that was annexed into the Town of Dundee on July 11, 2023 by Ordinance 23-05. The current FLU is Polk County and the proposed FLUM will be Medium Density Residential (MDR) as it would be consistent with the Town of Dundee’s FLU districts and compatible with the surrounding land uses.

PROPOSED FUTURE LAND USE MAP AMENDMENT

Town of Dundee Comprehensive Plan, Policy 2.4: Medium Density Residential MDR

The primary function of Medium Density Residential classification is to accommodate medium density residential development. Permitted uses include duplexes, townhouses, apartments, condominiums, mobile home parks or subdivisions, and single-family houses. The maximum density is 12.0 residential dwelling units per acre.

**Table 1:
Density/Intensity Information**

	Existing FLU: Polk County/A/RR	Proposed FLU: MDR (68.18 +/- acres)
Density/Intensity	A/RR: 1.0/5 acres	MDR: 12.0 DU/acre
Density Potential	A/RR: 14 DU	MDR: 818 DU
Difference	Increase of 804 DU	

ANALYSIS

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses

Table 1 lists the Future Land Uses (FLU) for the surrounding areas adjacent to the subject site.

Table 1: Surrounding Uses

Northwest (Across Scenic Hwy.) Polk County/A/RR Citrus and Residential	North Dundee Vacant Land FLU-LDR/Commercial Zoning-RSF-3 & CC	Northeast Dundee Vacant Farmland FLU-LDR Zoning-RSF-3
West (Across Scenic Hwy.) Polk County & Dundee Vacant Farmland & Residential	Subject Site Vacant Farmland Annexed 7/11/23	East Dundee Vacant Farmland FLU-LDR

Town Commission Staff Report

FLU- A/RR & Conservation Zoning-Polk County & Conservation	Polk County/A/RR & Unassigned Proposed FLU-MDR Proposed Zoning-RMF	Zoning-PUD & RSF-2
Southwest (Across Scenic Hwy.) Dundee FLU-LDR & Conservation Zoning-PUD & Conservation	South Polk County Twin Fountains MHP & Vacant Farmland FLU-INST-1 Zoning-Polk County	Southeast Dundee and Polk County Vacant Farmland FLU-LDR & Polk County/ Zoning-PUD/INST-1

Sources: Polk County Property Appraiser, Polk County Geographical Information System, and site visit by staff

Potable Water

Potable water lines are not yet located in the area. The nearest water main is 10” and located at the corner of Lake Mabel Loop Rd. and Steward Rd. approximately 1.30 miles North. The Town of Dundee will provide potable water services for the property and its development. The maximum development potential for the property under the existing Future Land Use designation generates a demand of 5,040 gpd. The maximum development potential for the property under the proposed Future Land Use designation MDR generates a demand of 294,480 gpd. The change in Future Land Use designation increases the potential impact on the Town’s potable water services by 289,440 gpd. See calculations below. The developer will be responsible for connecting to the Town’s potable water system.

Estimated water consumption for residential based on 360 gallons per day (gpd) as established in the Code of Ordinances.

- Existing Future Land Use:
 - 14 dwelling units * 360 gpd = 5,040 gpd
- Proposed Future Land Use:
 - 818 dwelling units * 360 gpd = 294,480 gpd

Sanitary Sewer

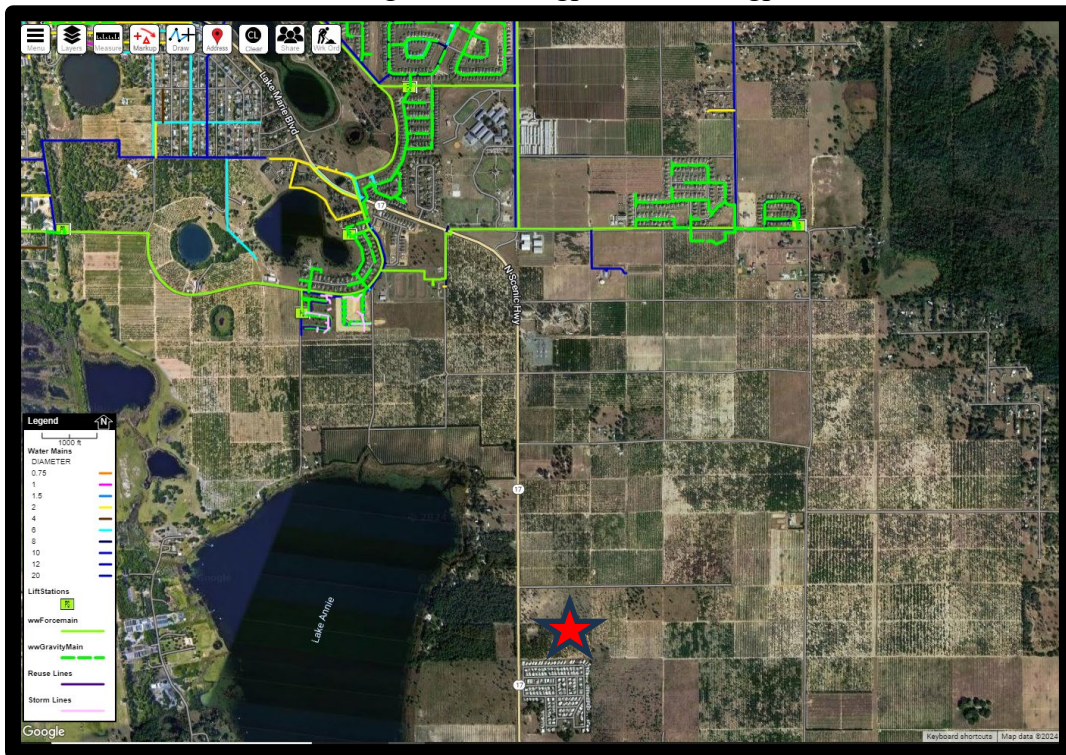
Sanitary sewer lines are not yet located in the area. There is a 10’ gravity main and a 16’ force main at the corner of Lake Mabel Loop Rd and Steward Rd. approximately 1.30 miles North. The Town of Dundee will provide sanitary sewer services for the property and its development. The maximum development potential for the property under the existing Future Land Use designation generates a sewer demand of 3,780 gpd. The maximum development potential for the property under the proposed Future Land Use designation generates a sewer demand of

Town Commission Staff Report

220,860 gpd. The Future Land Use map amendment increases the potential impact on the Town’s sanitary sewer services by 217,080 gpd. See calculations below. The Town has capacity to serve the project. The developer will be responsible for connecting to the Town’s sanitary sewer system.

Estimated sanitary sewer consumption for residential is based on 270 gallons per day (gpd) as established in the Code of Ordinances.

- Existing Future Land Use:
 - 14 dwelling units * 270 gpd = 3,780 gpd
- Proposed Future Land Use:
 - 818 dwelling units * 270 gpd = 220,860 gpd



Solid Waste

Dundee transfers solid waste collected in the Town to the Polk County Landfill. As the operators of the landfill, the County plans for capacity for all municipalities in the county, as well as unincorporated areas. Polk County determined that there is sufficient landfill space for the county, including Dundee, to dispose of household garbage for approximately 65 years.

Roads

Access to any proposed development would be from Scenic Highway on the west side and Stalnaker Road on the south side. These are State and County maintained roads respectively. According to the Polk Transportation Planning Organization (April 2022), S.R. 17 (Scenic Highway) is an Urban Collector Road and roadway links 5206 N. (Waverly Rd. to Main St. @ Center St.) and 5206 S. (Waverly Rd to Main St.) have a level of service (LOS) of C. Per the

Town Commission Staff Report

applicant the 5,701 AADT daily trips and 730 peak hour trips this proposed project will generate will not lower the LOS. Any proposed development will require a full traffic study to determine necessary off-site improvements. Coordination with FDOT is required.

Recreation

The Town currently meets the level of service requirement of 4.5 acres per 1,000 residents as established in the Comprehensive Plan. The applicant will be required to provide recreational opportunities per the Land Development Code. The dedication of land for park and recreation services is 0.0116 acres/dwelling unit. The Town Commission may approve a dedication of land, a fee paid in lieu of dedication, or a combination of the two. The Town Commission makes this determination at time of concept plan.

Environmental Impacts

According to the Fish and Wildlife Service (FWS), the sand skink (endangered species) is endemic to the sandy ridges of central Florida, occurring in Highlands, Lake, Marion, Orange, Osceola, Polk, and Putnam counties. The proposed site is in an area identified as potential habitat for the Gopher Tortoises, Sand Skinks and threatened species so, if the proposed project continues through to site development plan or subdivision review approval stages, specific environmental studies will be completed, and requirements will be addressed.

School Impacts

The Polk County School Board will review the proposed project as it continues through the subdivision review and approval stages. Any development will have to address school concurrency issues and any necessary mitigation.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The following Town of Dundee Comprehensive Plan policies are relevant to the proposed request. The policy is provided with an analysis of how the request may or may not be consistent with the Town's Comprehensive Plan. The request is consistent with the Comprehensive Plan.

Town Commission Staff Report

Table 2: Consistency with the Comprehensive Plan

Comprehensive Plan Policy	Analysis
<p>FLU Policy 5.1: Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.</p>	<p>Public facilities (water and wastewater) are located less than 1 mile from the property. The Town’s Code of Ordinances requires connection for a development of more than 20 homes if facilities are located within one mile.</p>
<p>FLU Policy 5.2: Ensure that development orders or permits for future development and redevelopment are issued only if the public facilities and services necessary to meet the adopted level of service standards are available concurrent with the impacts of the development as established within all Elements of the Town of Dundee Comprehensive Plan, including the level of service standards listed within the following Elements:</p> <ol style="list-style-type: none"> 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element 	<p>The proposed impacts of the potential Future Land Use map amendment can be facilitated within the Town’s existing services; therefore, the adopted levels of service will be maintained.</p>
<p>FLU Policy 5.4: Agricultural land uses shall not be converted to uses of higher density or intensity until adequate public facilities and services are available concurrent with the impacts of the proposed new development.</p>	<p>Adequate public facilities will be available at the time of final plat approval.</p>
<p>FLU Policy 6.1: Locate Future Land Uses at densities and intensities that will reduce greenhouse gas emissions while encouraging energy efficiency and will discourage urban sprawl and leap-frog development that unduly depletes the physical, social, and fiscal resources of the Town.</p>	<p>The property is located near existing residential development within the Town of Dundee and the County.</p>
<p>CIE Policy 2.3: At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.</p>	<p>Adequate public facilities will be available at the time of final plat approval.</p>

Town Commission Staff Report

PSFE Policy 2.4.1: Final subdivision and site plan approvals for residential development shall be conditioned upon the availability of adequate school capacity as per the adopted level of service standards (LOS) of this element and as required by Section 163.3180(13) F.S.	The School Board will review any proposed projects for concurrency determination during the subdivision review process.
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DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Future Land Use Map Amendment for AG Investments of Polk County, LLC with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC Team:

TOD Fire Chief- Chief Joseph Carbon

TOD Public Works Director-Johnathan Vice

TOD Utilities Director-Tracy Mercer

TOD Utilities Supervisor- Raymond Morales

TOD Development Director-Lorraine Peterson

TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC

TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

MOTION OPTIONS:

1. I move to **adopt Ordinance 24-01 at second reading** the request by AG Investments of Polk County, LLC to amend the Future Land Use Map for properties located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Medium Density Residential (MDR) on approximately 68.18 +/- acres located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030 and 27-29-02-000000-032010 (7parcels).
2. I move to **adopt with changes Ordinance 24-01 at second reading** the request by AG Investments of Polk County, LLC to amend the Future Land Use for properties located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Medium Density Residential (MDR) on approximately 68.18 +/- acres located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the

Town Commission Staff Report

southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030 and 27-29-02-000000-032010 (7parcels).

3. I move **not to adopt Ordinance 24-01 at second reading** the request by AG Investments of Polk County, LLC to amend the Future Land Use Map for properties located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Medium Density Residential (MDR) on approximately 68.18 +/- acres located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030 and 27-29-02-000000-032010 (7parcels).

- *Upon approval of Ordinance 24-01, the adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S. The amendment will be effective 31 days after FloridaCommerce notifies the Town that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.*

Attachments: Legal Descriptions

Location Map

Existing Future Land Use Map

Proposed Future Land Use Map

Florida Department of Commerce Letter

Town Commission Staff Report

SKETCH OF DESCRIPTION

SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION (OVERALL PARCEL)

A parcel of land lying within Section 2, Township 29 South, Range 27 East, Polk County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 14'49"E., on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 33.00 feet to a point on the East right of way line of Scenic Highway and the POINT OF BEGINNING; thence N.00 degrees 36'30"W., on the East right of way line of said Scenic Highway, a distance of 663.53 feet to a point on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.00 degrees 36'30"W., continuing on the East right of way line of said Scenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Scenic Highway and the South right of way line of Stalnaker Road; thence N.89 degrees 15'15"E., on the South right of way line of said Stalnaker Road, a distance of 1285.32 feet to a point on the East line Southwest 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnaker Road, a distance of 659.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the West line of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.88 degrees 57'38"E., continuing on the South right of way line of said Stalnaker Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.00 degrees 47'33"E., on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 650.30 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.89 degrees 06'56"W., on the South line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 656.30 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being a point on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence S.00 degrees 33'42"W., on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2, a distance of 663.54 feet to the Southeast corner of the Northwest 1/4 of said Section 2; thence S.89 degrees 55'32"W., on the South line of the Northwest 1/4 of said Section 2, a distance of 1318.08 feet to the Northeast corner of TWIN FOUNTAINS CLUB, INC., as recorded in Condominium Plat Book 33 Page 3 of the Public Records of Polk County, Florida, also being the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence S.88 degrees 25'09"W., on the North line of the said TWIN FOUNTAINS CLUB, INC. also being the South line of the Northwest 1/4 of said Section 2, a distance of 1284.78 feet to the POINT OF BEGINNING.

Parcel contains 87.60 acres, more or less.

SURVEYOR'S REPORT

1. This sketch not valid unless embossed or stamped with a surveyor's seal.
2. Underground encroachments such as utilities and foundations, that may exist, have not been located.
3. Parcel numbers, owners name, address and zoning shown hereon obtained from the Polk County Property Appraisers web site.
4. This is NOT a Boundary Survey.
5. This sketch was prepared without the benefit of a current Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this sketch that may be found in the Public Records of Polk County, Florida.
6. Legal description shown hereon prepared by the undersigned surveyor.
7. Bearings shown hereon are based on the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the West line of the Northwest 1/4 Section 2, Township 29 South, Range 27 East as being N.00 degrees 36'30"W.

SURVEYOR'S CERTIFICATE

I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Administrative Code.

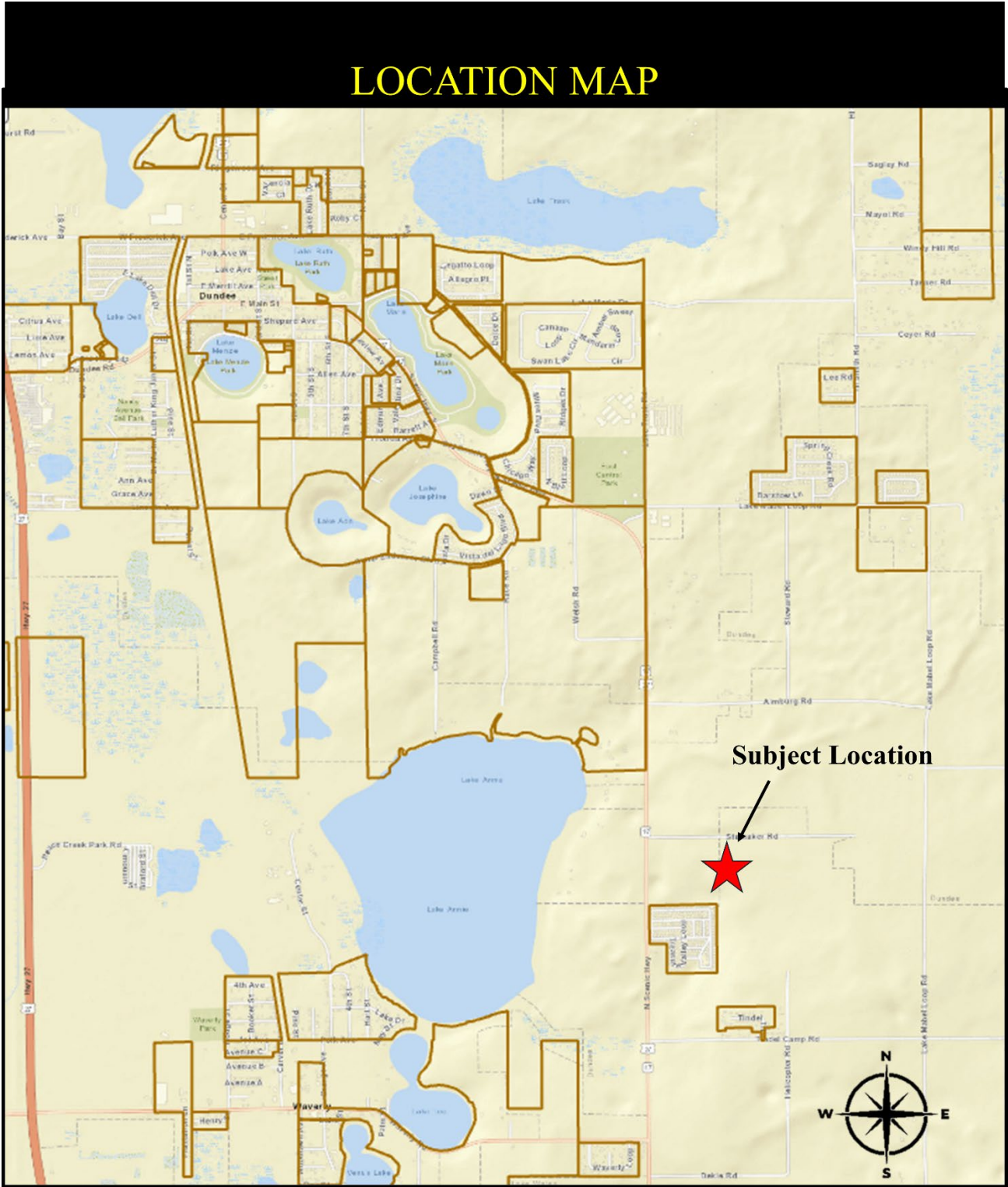


Steven C. Semple
Professional Surveyor and Mapper No. 5489
State of Florida

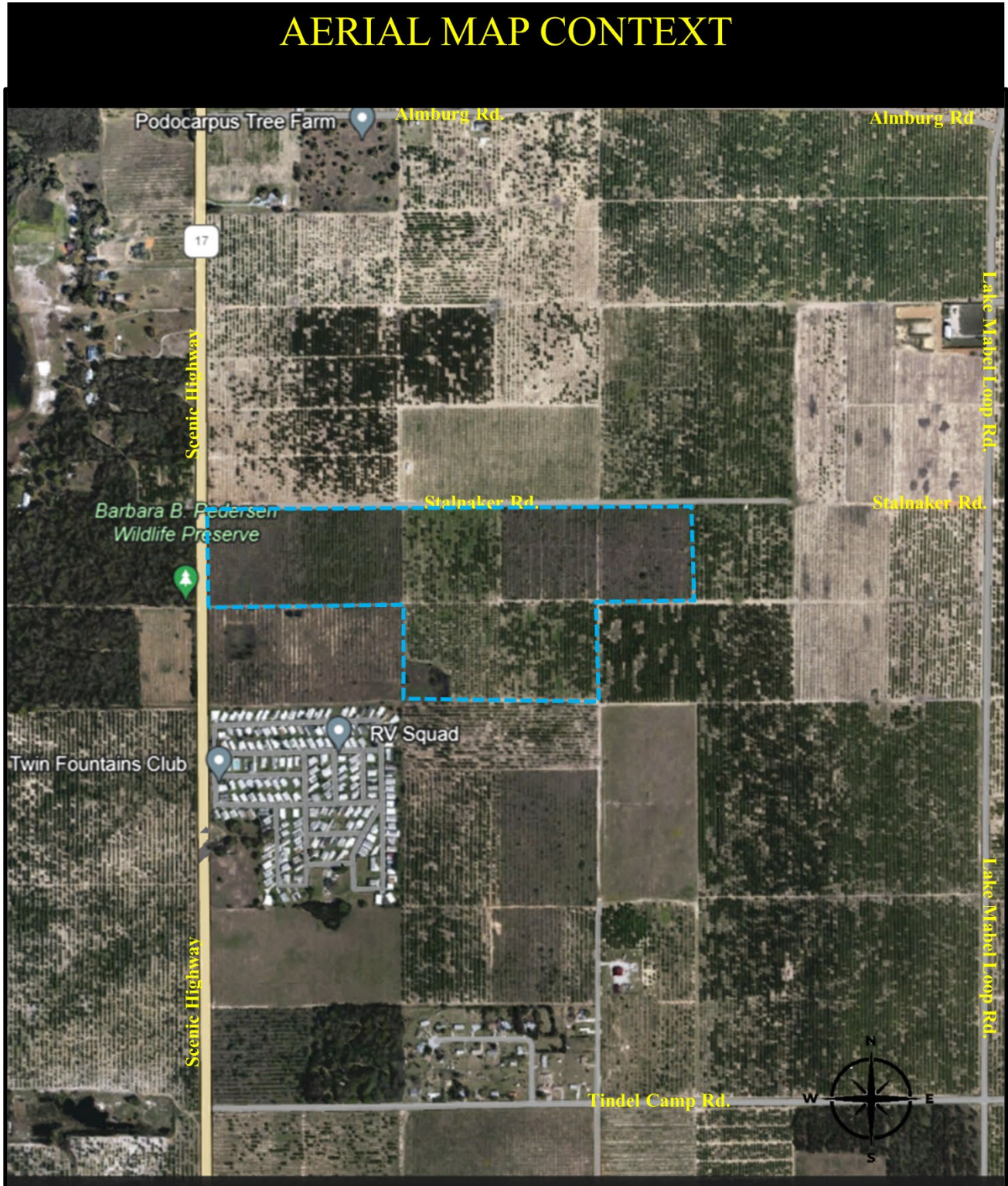


PREPARED BY: ACCURATE SURVEYING OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211	PREPARED FOR: AG INVESTMENT OF POLK COUNTY LLC 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103	CREW CHIEF: N/A	PROJECT # STALNAKER OVERALL	
	SHEET NAME: SKETCH OF DESCRIPTION HILLS OF DUNDEE - OVERALL PARCEL POLK COUNTY, FLORIDA	DRAWN BY: BB	DATE: 11/27/22	
		CHECKED BY: D.J.B.	SHEET 1 OF 3	
			REVISION DATE: 01/20/23 01/28/23 02/02/23	

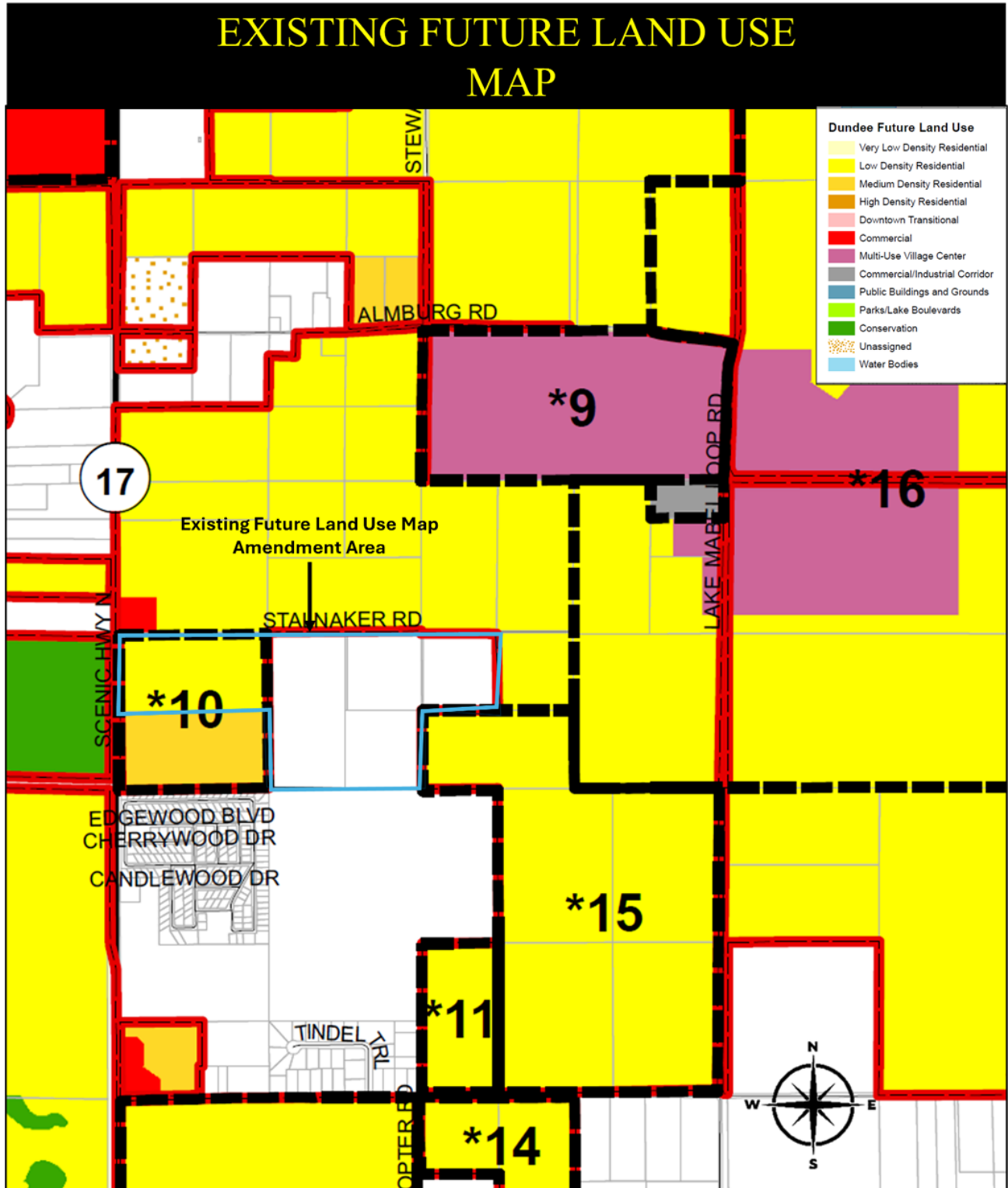
Legal Description



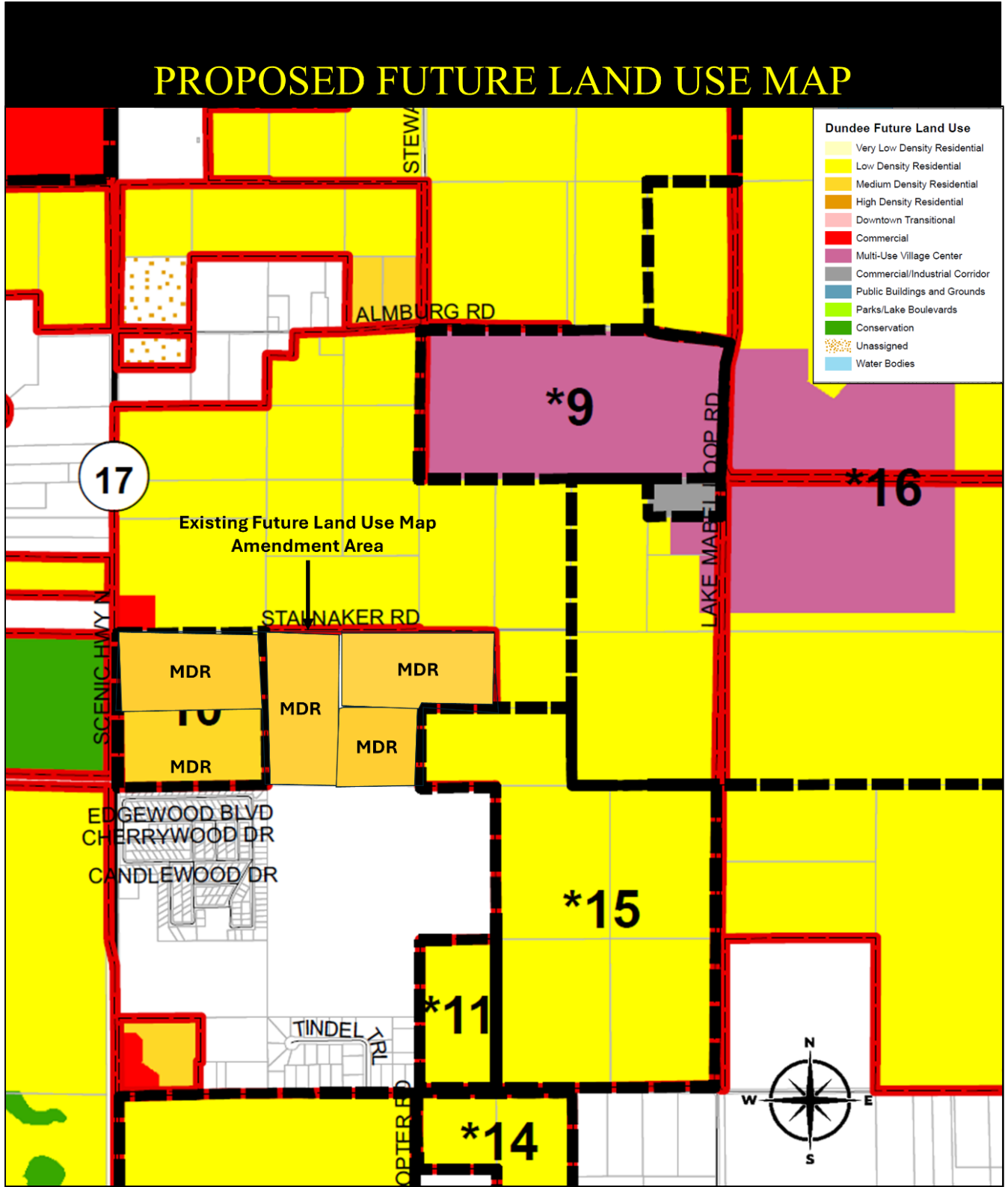
Location Map



Aerial Map Context



Existing FLUM Map



Proposed Future Land Use Map



Ron DeSantis *governor*
J. Alex Kelly *secretary*

April 4, 2024

The Honorable Sam Pennant
Mayor, Town of Dundee
Town Hall
202 East Main Street
Dundee, Florida 33838

Dear Mayor Pennant:

The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the Town of Dundee (Amendment No. 24-02ESR) received on March 5, 2024. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The Town should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the Town is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the Town. **If the Town receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the Town that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

Caldwell Building | 107 E. Madison Street Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org | [Twitter: @FLACommerce](https://twitter.com/FLACommerce)

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Town Commission Staff Report

Item 3.

The Honorable Sam Pennant, Mayor
April 4, 2024
Page 2 of 2

If you have any questions concerning this review, please contact Matthew Preston, Planning Analyst, by telephone at (850)-717-8490 or by email at matt.preston@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/mp

Enclosure(s): Procedures for Adoption

cc: Lorraine Peterson, Town of Dundee Development Director
Jennifer Codo-Salisbury, AICP, Executive Director, Central Florida Regional Planning Council

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ORDINANCE NO. 24-01

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR PROPERTY LOCATED IN THE TOWN OF DUNDEE FROM AGRICULTURE/ RESIDENTIAL RURAL (A/RR) TO MEDIUM DENSITY RESIDENTIAL (MDR) ON APPROXIMATELY 68.18+/- ACRES; GENERALLY LOCATED ON THE EASTSIDE OF SCENIC HIGHWAY (S.R. 17), NORTH OF TINDEL CAMP ROAD, WEST OF LAKE MABEL LOOP ROAD, AND THE SOUTHSIDE OF STALNAKER ROAD, FURTHER DESCRIBED AS PARCELS: 272902-000000-032040; 272902-000000-032020; 272902-000000-034010; 272902-000000-014020; 272902-000000-014040; 272902-000000-032030 and 272902-000000-032010; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and mandates the Town of Dundee, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements, or portions thereof, to guide the future growth and development of the Town; and

WHEREAS, the applicant-initiated request to assign the Future Land Use Classification of Medium Density Residential (MDR) on approximately 68.18+/- acres on the properties is consistent with the Future Land Use Element of the 2030 Comprehensive Plan of the Town of Dundee (the "Comprehensive Plan") and provides consistency between the existing land use and the surrounding area; and

WHEREAS, on February 15, 2024, pursuant to Section 163.3184 and Sections 166.041(3)(c)2, Florida Statutes, the Planning and Zoning Board, serving as the Local Planning Agency designated by the Town, and the Town Commission held duly noticed public meetings and hearings on the applicant-initiated amendment to the Town of Dundee 2030 Comprehensive Plan Future Land Use Map, which is legally described in **Composite Exhibit "A"** and attached hereto and made a part hereof by reference; and

WHEREAS, on February 15, 2024, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this Ordinance were considered by the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, and such amendments were recommended to the Town Commission for adoption; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Commission held duly noticed public meetings and hearings on **Amendment 24-01**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

WHEREAS, in exercise of its authority the Town Commission has determined it necessary to adopt this **Amendment 24-01** to the Comprehensive Plan, which map is marked as **Composite Exhibit "A"** and is attached and made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the corporate limits of the Town of Dundee, Florida; and

WHEREAS, in accordance with the Expedited State Review procedures required by Section 163.3184(3), the Town of Dundee transmitted the proposed amendment and supporting data and analysis to the applicable review agencies.

NOW, THEREFORE BE IT ENACTED BY THE PEOPLE OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Incorporation of Recitals. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Ordinance, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

Section 2. Future Land Use Map. The Town of Dundee 2030 Comprehensive Plan Future Land Use Map is hereby amended to specifically reflect the assignment of the Future Land Use designation of Medium Density Residential (MDR) on the approximately 68.18+/- acres of land as legally described and depicted in **Composite Exhibit "A"** which is attached hereto and made a part of this Ordinance by reference.

Section 3. Conflicts. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the 2030 Comprehensive Plan of the City

of Lake Alfred, unless such repeal is explicitly set forth herein.

Section 4. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable.

Section 5. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the 2030 Comprehensive Plan of the Town of Dundee, Florida; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the 2030 Comprehensive Plan of the Town of Dundee is accomplished, sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. A certified copy of this enacting Ordinance and certified copy of the Town of Dundee Future Land Use Map and Comprehensive Plan shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged by an affected party, shall be 31 days after adoption. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

INTRODUCED AND PASSED, on First Reading and transmittal public hearing this 27th day of February, 2024.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the Town Commission of Dundee, Florida, this 23th day of April, 2024.

TOWN OF DUNDEE

MAYOR – Sam Pennant

Attest:

TOWN CLERK – Trevor Douthat

Approved as to Form:

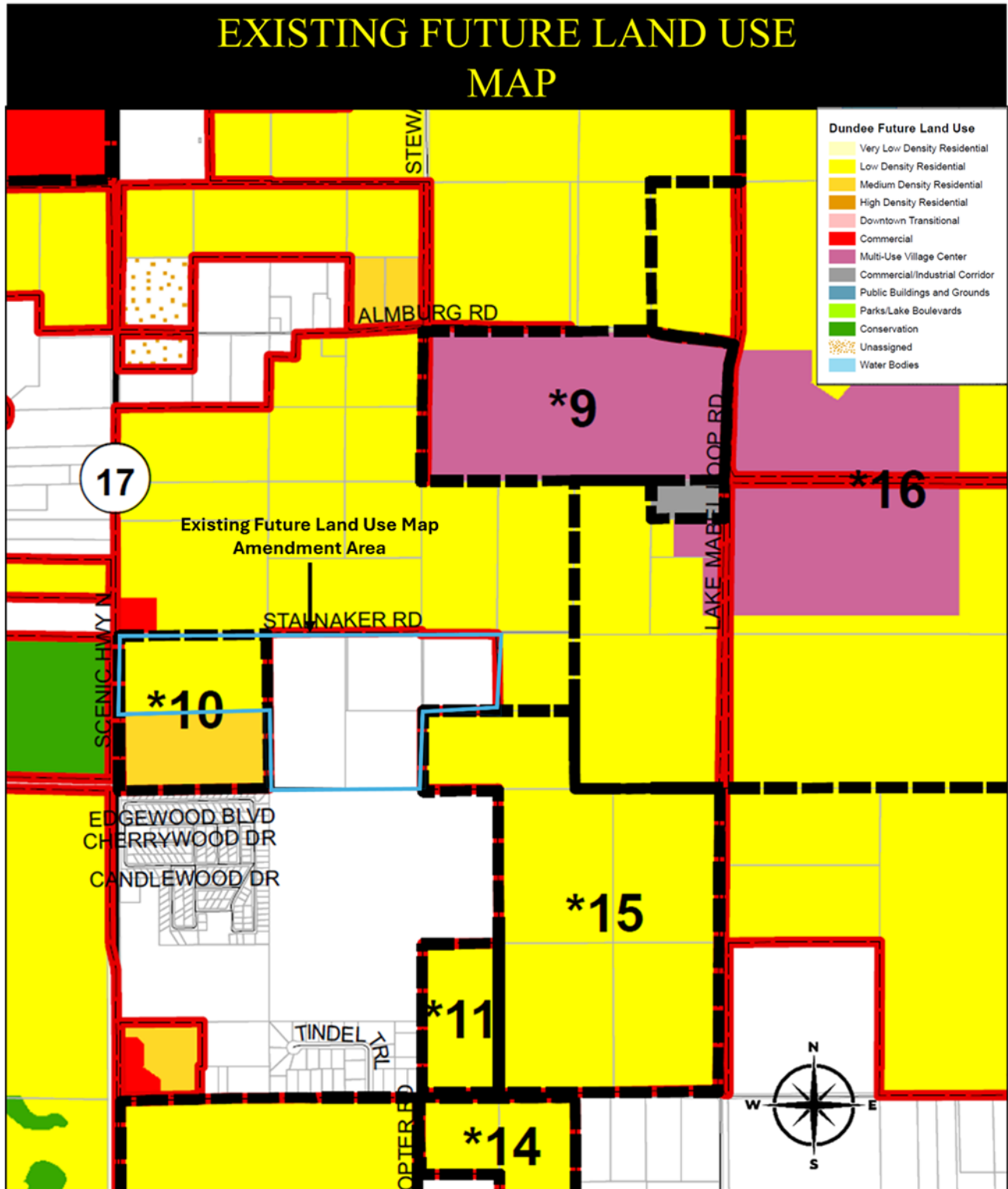
TOWN ATTORNEY – Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 24-01
Legal Description and Excerpt from the Future Land Use Map
Page 1 of 3

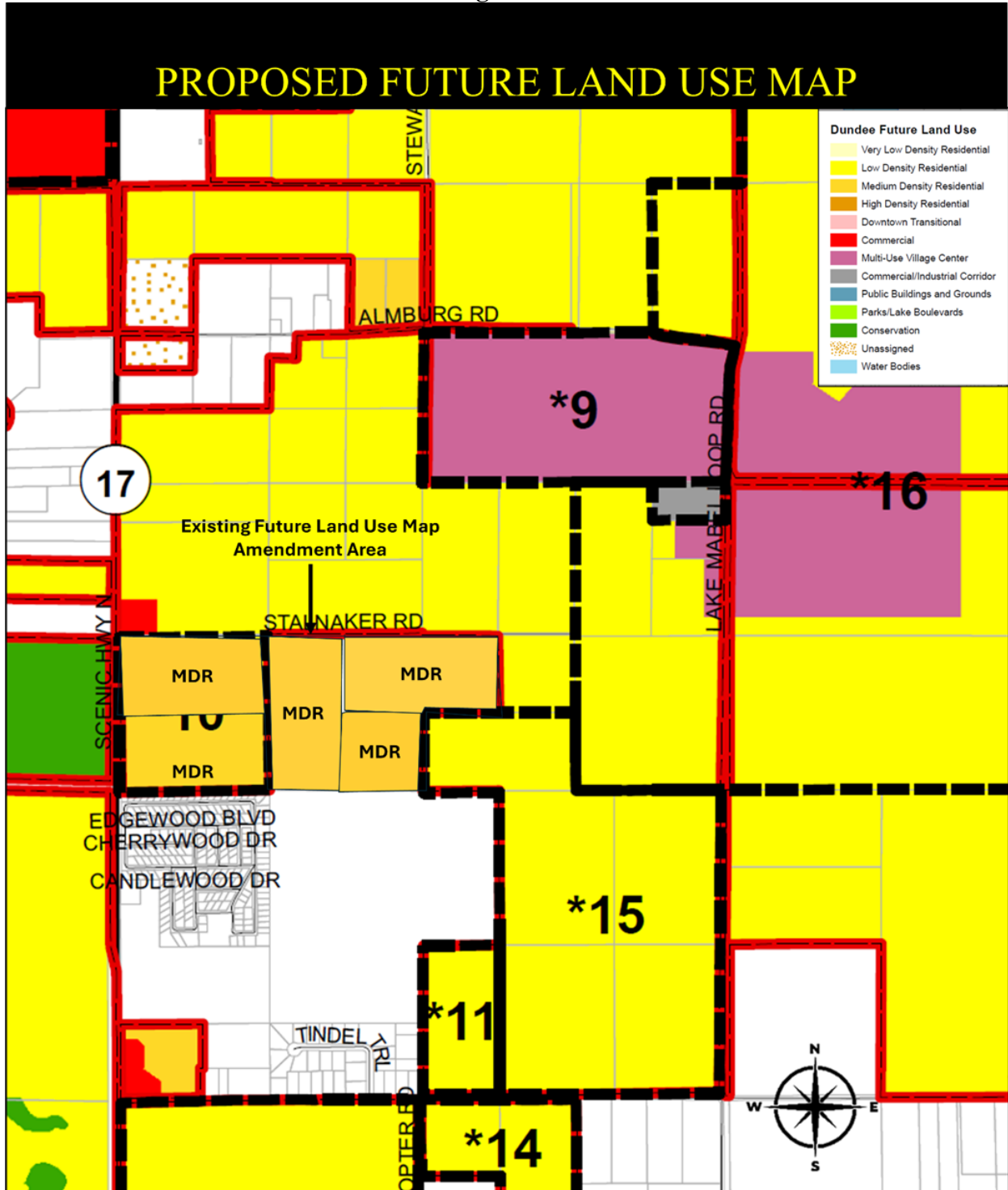
SKETCH OF DESCRIPTION		SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA	
THIS IS NOT A BOUNDARY SURVEY			
LEGAL DESCRIPTION (OVERALL PARCEL)			
<p>A parcel of land lying within Section 2, Township 29 South, Range 27 East, Polk County, Florida and being more particularly described as follows:</p> <p>COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 14'49"E., on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 33.00 feet to a point on the East right of way line of Scenic Highway and the POINT OF BEGINNING; thence N.00 degrees 36'30"W., on the East right of way line of said Scenic Highway, a distance of 663.53 feet to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.00 degrees 36'30"W., continuing on the East right of way line of said Scenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Scenic Highway and the South right of way line of Stalnaker Road; thence N.89 degrees 15'15"E., on the South right of way line of said Stalnaker Road, a distance of 1285.32 feet to a point on the East line Southwest 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnaker Road, a distance of 659.16 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnaker Road, a distance of 659.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence N.88 degrees 57'38"E., continuing on the South right of way line of said Stalnaker Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence 5.00 degrees 47'33"E., on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 650.30 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.89 degrees 06'56"W., on the South line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 656.30 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being a point on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence S.00 degrees 33'42"W., on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2, a distance of 663.54 feet to the Southeast corner of the Northwest 1/4 of said Section 2; thence S.89 degrees 55'32"W., on the South line of the Northwest 1/4 of said Section 2, a distance of 1318.08 feet to the Northeast corner of TWIN FOUNTAINS CLUB, INC., as recorded in Condominium Plat Book 33 Page 3 of the Public Records of Polk County, Florida, also being the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 2 also being the Southeast corner of the of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence S.88 degrees 25'09"W., on the North line of the said TWIN FOUNTAINS CLUB, INC. also being the South line of the Northwest 1/4 of said Section 2, a distance of 1284.78 feet to the POINT OF BEGINNING.</p> <p>Parcel contains 87.60 acres, more or less.</p>			
SURVEYOR'S REPORT			
<ol style="list-style-type: none"> 1. This sketch not valid unless embossed or stamped with a surveyor's seal. 2. Underground encroachments such as utilities and foundations, that may exist, have not been located. 3. Parcel numbers, owners name, address and zoning shown hereon obtained from the Polk County Property Appraisers web site. 4. This is NOT a Boundary Survey. 5. This sketch was prepared without the benefit of a current Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this sketch that may be found in the Public Records of Polk County, Florida. 6. Legal description shown hereon prepared by the undersigned surveyor. 7. Bearings shown hereon are based on the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the West line of the Northwest 1/4 Section 2, Township 29 South, Range 27 East as being N.00 degrees 36'30"W. 			
SURVEYOR'S CERTIFICATE			
<p>I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Florida Administrative Code.</p> <p style="text-align: center;"><i>Steven E. Sample</i></p> <p>Steven E. Sample Professional Surveyor and Mapper No. 5489 State of Florida</p>			
PREPARED BY: ACCURATE SURVEYING OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211	PREPARED FOR: AG INVESTMENT OF POLK COUNTY LLC 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103 SHEET NAME: SKETCH OF DESCRIPTION HILLS OF DUNDEE - OVERALL PARCEL POLK COUNTY, FLORIDA	CREW CHIEF: N/A DRAWN BY: BB CHECKED BY: D.J.B. REVISION DATE: 01/20/23 01/28/23	PROJECT # STALNAKER OVERALL DATE: 11/27/22 SHEET 1 OF 3 02/02/23



Composite Exhibit "A"
Ordinance No. 24-01
Legal Description and Future Land Use Maps
Page 2 of 3



Composite Exhibit "A"
Ordinance No. 24-01
Legal Description and Future Land Use Maps
Page 3 of 3





TOWN COMMISSION MEETING

April 23, 2024 at 6:30 PM

Item 4.

AGENDA ITEM TITLE: DISCUSSION & ACTION, ORDINANCE 24-02 HILLS OF DUNDEE ZONING MAP AMENDMENT

SUBJECT: Town Commission will hear the request for an Official Zoning Map Amendment.

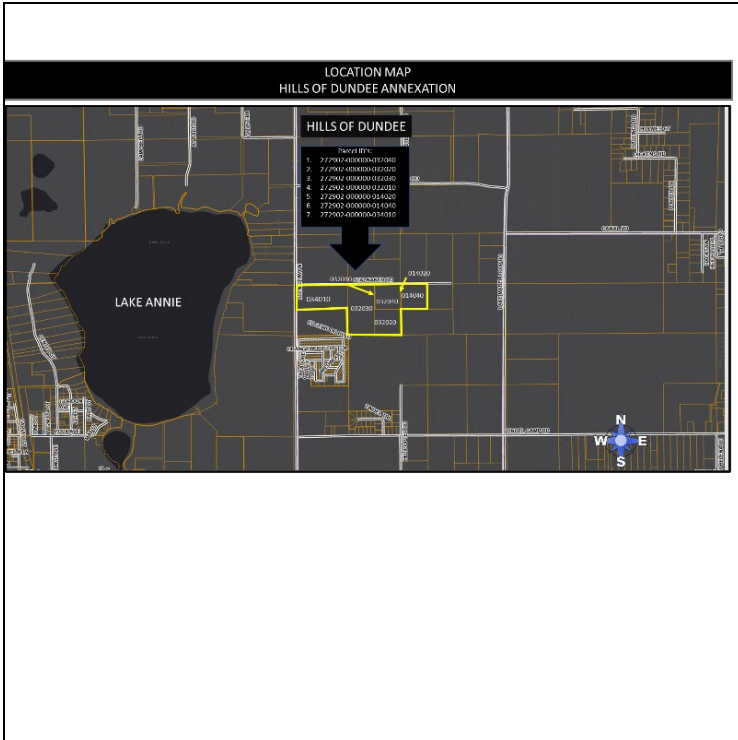
STAFF ANALYSIS: A request by AG Investments of Polk County, LLC to amend the Official Zoning Map for property located in the Town of Dundee from Agriculture/Residential Rural (A/RR) to Multiple Family Residential (RMF) on approximately 88.12 +/- acres. The subject property is located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032010, 27-29-02-000000-032030 and 27-29-02-000000-034020 (8parcels).

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Staff Report and Maps
Ordinance 24-02

Town Commission Staff Report



To: Town Commission
Agenda Date: April 23, 2024
Department: Planning and Zoning
Discussion Topic: Zoning Map Amendment change from Polk County to Multiple Family Residential (RMF). Ordinance 24-02
Property Owner: AG Investments of Polk County, LLC
Planning & Zoning Board Recommendation: Approval 3-0
Town Commission First Reading: Approval 5-0
Town Commission Second Hearing: Pending Hearing
Prepared By: Lorraine Peterson, Development Director



SITE LOCATION

The proposed site is located on 88.12 +/- acres of land, eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032040, 27-29-02-000000-032010, and 27-29-02-000000-034020 (8parcels).

BACKGROUND

The Applicant, Ag Investments of Polk County, LLC is requesting the amendment to the Official Zoning Map for property that was annexed into the Town of Dundee on July 11, 2023, by Ordinance 23-05. The current zoning is Polk County, and the proposed zoning will be Multiple Family Residential (RMF) as it would be consistent with the Town of Dundee’s zoning designations and compatible with the surrounding land uses.

PROPOSED OFFICIAL ZONING MAP AMENDMENT

Town of Dundee LDC, Policy 2.02.02.06 (B): RMF Multiple Family Residential

The purpose of the RMF multifamily residential zoning district shall be to locate and establish areas within the Town of Dundee which are deemed to be suited for the development and maintenance of high-density multifamily residential areas properly served by community facilities and commercial service areas; to

Town Commission Staff Report

designate those uses and services appropriate and proper for location and development within said zoning district; and to establish such development standards and provisions as are appropriate to ensure proper development in a high-density residential environment. It is intended that the maximum dwelling unit density within any portion of the district shall be 12 dwelling units per net acre of land.

**Table 1:
Density/Intensity Information**

	Existing Zoning: Polk County/A/RR (88.12 +/- acres)	Proposed Zoning: RMF (88.12 +/- acres)
Density/Intensity	A/RR: 1.0/5 acres	RMF: 12.0 DU/acre
Density Potential	A/RR: 18 DU	RMF: 1,057 DU
Difference	Increase of 1,039 DU	

**Table 2:
Development Standard Requirements by Zoning District**

	Max. Density (units/ac)	Min. Lot Size	Min. Lot Width	Min. Floor Area	Floor Area Ratio	Setbacks			Max. Lot Coverage	Max. Bldg. Height
						Front	Rear	Side		
RMF-MF	12.0	12,000 s.f.	100 ft.	800 s.f./unit	NA	25 ft.	20 ft.	6 ft.	35%	35 ft.
RMF-SF	12.0	6,000s.f.	50 ft.	1,000 s.f.	NA	25 ft.	25 ft.	7ft.	35%	35 ft.
RMF-Duplex	12.0	9,000 s.f.	75 ft.	800 s.f./unit	NA	25 ft.	25 ft.	9 ft.	35%	35 ft.
RMF-Townhouse	12.0	1 acre	75 ft.	800 s.f./unit	NA	25 ft.	25 ft.	7 ft.	35%	35 ft.

Town Commission Staff Report

ANALYSIS

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses

Table 1 lists the Official Zoning Map for the surrounding areas adjacent to the subject site.

Table 1: Surrounding Uses

<p style="text-align: center;">Northwest (Across Scenic Hwy.) Polk County/A/RR Citrus and Residential</p>	<p style="text-align: center;">North Dundee Vacant Land FLU-LDR/Commercial Zoning-RSF-3 & CC</p>	<p style="text-align: center;">Northeast Dundee Vacant Farmland FLU-LDR Zoning-RSF-3</p>
<p style="text-align: center;">West (Across Scenic Hwy.) Polk County & Dundee Vacant Farmland & Residential FLU- A/RR & Conservation Zoning-Polk County & Conservation</p>	<p style="text-align: center;">Subject Site Vacant Farmland Annexed 7/11/23 Polk County/A/RR & Unassigned Proposed FLU-MDR Proposed Zoning-RMF</p>	<p style="text-align: center;">East Dundee Vacant Farmland FLU-LDR Zoning-PUD & RSF-2</p>
<p style="text-align: center;">Southwest (Across Scenic Hwy.) Dundee FLU-LDR & Conservation Zoning-PUD & Conservation</p>	<p style="text-align: center;">South Polk County Twin Fountains MHP & Vacant Farmland FLU-INST-1 Zoning-Polk County</p>	<p style="text-align: center;">Southeast Dundee and Polk County Vacant Farmland FLU-LDR & Polk County/ Zoning-PUD/INST-1</p>

Sources: Polk County Property Appraiser, Polk County Geographical Information System, and site visit by staff

Potable Water

Potable water lines are not yet located in the area. The nearest water main is 10” and located at the corner of Lake Mabel Loop Rd. and Steward Rd. approximately 1.30 miles North. The Town of Dundee will provide potable water services for the property and its development. The maximum development potential for the property under the existing zoning designation generates a demand of 6,480 gpd. The maximum development potential for the property under the proposed zoning designation RMF generates a demand of 380,520 gpd. The Official Zoning Map amendment increases the potential impact on the Town’s potable water services by 374,040 gpd. See calculations below. The developer will be responsible for connecting to the Town’s potable water system.

Town Commission Staff Report

Estimated water consumption for residential based on 360 gallons per day (gpd) as established in the Code of Ordinances.

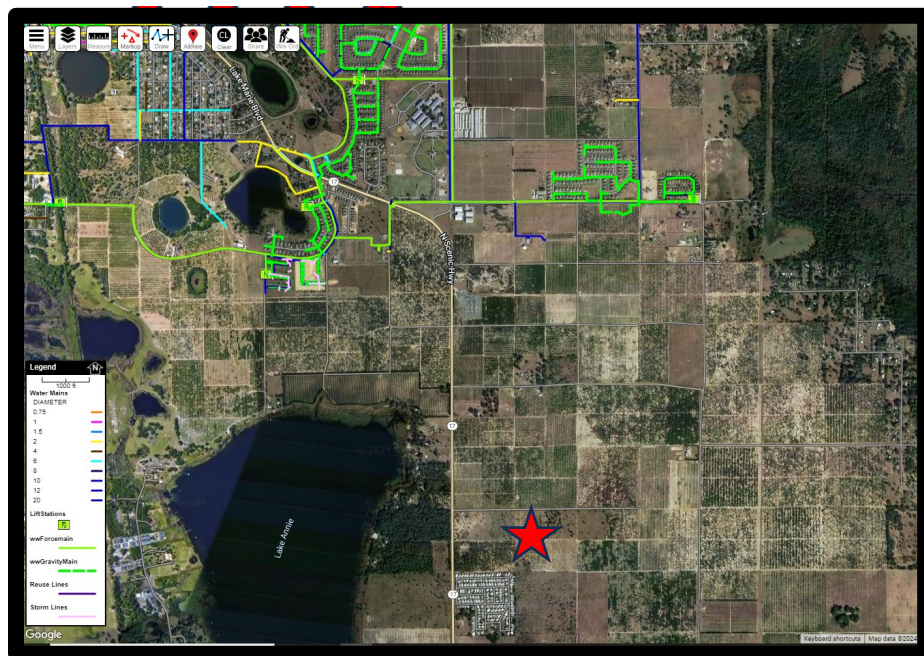
- Existing Zoning- Polk County:
 - 18 dwelling units * 360 gpd = 6,480 gpd
- Proposed Official Zoning Map RMF:
 - 1,057 dwelling units * 360 gpd = 380,520 gpd

Sanitary Sewer

Sanitary sewer lines are not yet located in the area. There is a 10' gravity main and a 16' force main at the corner of Lake Mabel Loop Rd and Steward Rd. approximately 1.30 miles North. The Town of Dundee will provide sanitary sewer services for the property and its development. The maximum development potential for the property under the existing zoning designation generates a sewer demand of 4,860 gpd. The maximum development potential for the property under the proposed zoning designation generates a sewer demand of 285,390 gpd. The Official Zoning Map amendment increases the potential impact on the Town's sanitary sewer services by 280,530 gpd. See calculations below. The developer will be responsible for connecting to the Town's sanitary sewer system.

Estimated sanitary sewer consumption for residential is based on 270 gallons per day (gpd) as established in the Code of Ordinances.

- Existing Zoning-Polk County:
 - 18 dwelling units * 270 gpd = 4,860 gpd
- Proposed Official Zoning Map-RMF:
 - 1,057 dwelling units * 270 gpd = 285,390 gpd



Town Commission Staff Report

Solid Waste

Dundee transfers solid waste collected in the Town to the Polk County Landfill. As the operators of the landfill, the County plans for capacity for all municipalities in the county, as well as unincorporated areas. Polk County determined that there is sufficient landfill space for the county, including Dundee, to dispose of household garbage for approximately 65 years.

Roads

Access to any proposed development would be from Scenic Highway on the west and Stalnaker Road on the south. These are State and County maintained roads respectively. According to the Polk Transportation Planning Organization (April 2022), S.R. 17 (Scenic Highway) is an Urban Collector Road and roadway links 5206 N. (Waverly Rd. to Main St. @ Center St.) and 5206 S. (Waverly Rd to Main St.) have a level of service (LOS) of C. Per the applicant the 5,701 AADT daily trips and 730 peak hour trips this proposed project will generate will not lower the LOS. Any proposed development will require a full traffic study to determine necessary off-site improvements. Coordination with FDOT is required.

Recreation

The Town currently meets the level of service requirement of 4.5 acres per 1,000 residents as established in the Comprehensive Plan. The applicant will be required to provide recreational opportunities per the Land Development Code. The dedication of land for park and recreation services is 0.0116 acres/dwelling unit. The Town Commission may approve a dedication of land, a fee paid in lieu of dedication, or a combination of the two. The Town Commission makes this determination at time of concept plan.

Environmental Impacts

According to the Fish and Wildlife Service (FWS), the sand skink (endangered species) is endemic to the sandy ridges of central Florida, occurring in Highlands, Lake, Marion, Orange, Osceola, Polk, and Putnam counties. The proposed site is in an area identified as potential habitat for the Gopher Tortoises, Sand Skinks and threatened species so, if the proposed project continues through to site development plan or subdivision review approval stages, specific environmental studies will be completed, and requirements will be addressed.

School Impacts

The Polk County School Board will review the proposed project as it continues through the subdivision review and approval stages. Any development will have to address school concurrency issues and any necessary mitigation.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The following Town of Dundee Comprehensive Plan policies are relevant to the proposed request. The policy is provided with an analysis of how the request may or may not be consistent with the Town’s Comprehensive Plan. The request is consistent with the Comprehensive Plan.

Table 2: Consistency with the Comprehensive Plan

Comprehensive Plan Policy	Analysis
<p>FLU Policy 5.1: Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.</p>	<p>Public facilities (water and wastewater) are located less than 1 mile from the property. The Town’s Code of Ordinances requires connection for a development of more than 20 homes if facilities are located within one mile.</p>
<p>FLU Policy 5.2: Ensure that development orders or permits for future development and redevelopment are issued only if the public facilities and services necessary to meet the adopted level of service standards are available concurrent with the impacts of the development as established within all Elements of the Town of Dundee Comprehensive Plan, including the level of service standards listed within the following Elements:</p> <ol style="list-style-type: none"> 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element 	<p>The proposed impacts of the potential Future Land Use map amendment can be facilitated within the Town’s existing services; therefore, the adopted levels of service will be maintained.</p>
<p>FLU Policy 5.4: Agricultural land uses shall not be converted to uses of higher density or intensity until adequate public facilities and services are available concurrent with the impacts of the proposed new development.</p>	<p>Adequate public facilities will be available at the time of final plat approval.</p>
<p>FLU Policy 6.1: Locate Future Land Uses at densities and intensities that will reduce greenhouse gas emissions while encouraging energy efficiency and will discourage urban sprawl and leap-frog development that unduly depletes the physical, social, and fiscal resources of the Town.</p>	<p>The property is located near existing residential development within the Town of Dundee and the County.</p>

Town Commission Staff Report

<p>CIE Policy 2.3: At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.</p>	<p>Adequate public facilities will be available at the time of final plat approval.</p>
<p>PSFE Policy 2.4.1: Final subdivision and site plan approvals for residential development shall be conditioned upon the availability of adequate school capacity as per the adopted level of service standards (LOS) of this element and as required by Section 163.3180(13) F.S.</p>	<p>The School Board will review any proposed projects for concurrency determination during the subdivision review process.</p>

DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Official Zoning Map Amendment for AG Investments of Polk County, LLC with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC:

- TOD Fire Chief- Chief Joseph Carbon
- TOD Public Works Director-Johnathan Vice
- TOD Utilities Director-Tracy Mercer
- TOD Utilities Supervisor- Raymond Morales
- TOD Development Director-Lorraine Peterson
- TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC
- TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP
- TOD Transportation Subconsultant- George Deakin of Deakin Property Services, Inc.

MOTION OPTIONS:

1. I move **approval of Ordinance 24-02 at second reading** for the request by AG Investments of Polk County, LLC to amend the Official Zoning Map for property located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Multiple Family Residential (RMF) on the approximately 88.12+/- acres located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030, 27-29-02-000000-032030 and 27-29-02-000000-032010 (8parcels).

Town Commission Staff Report

- 2. I move **approval with changes of Ordinance 24-02 at second reading** for the request by AG Investments of Polk County, LLC to amend the Official Zoning Map for property located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Medium Density Residential (MDR) on the approximately 88.12 +/- acres located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030, 27-29-02-000000-032030 and 27-29-02-000000-032010 (8parcels).

- 3. I move **denial of Ordinance 24-02 at second reading** for the request by AG Investments of Polk County, LLC to amend the Official Zoning Map for property located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Medium Density Residential (MDR) on the approximately 88.12 +/- acres located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee in Section 02, Township 29, Range 27, further described as parcels: 27-29-02-000000-032040, 27-29-02-000000-032020, 27-29-02-000000-034010, 27-29-02-000000-014020, 27-29-02-000000-014040, 27-29-02-000000-032030, 27-29-02-000000-032030 and 27-29-02-000000-032010 (8 parcels).

Attachments: Legal Descriptions

Location Map

Existing Official Zoning Map

Proposed Official Zoning Map

Town Commission Staff Report

SKETCH OF DESCRIPTION

SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION (OVERALL PARCEL)

A parcel of land lying within Section 2, Township 29 South, Range 27 East, Polk County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 14'49"E., on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 33.00 feet to a point on the East right of way line of Scenic Highway and the POINT OF BEGINNING; thence N.00 degrees 36'30"W., on the East right of way line of said Scenic Highway, a distance of 663.53 feet to a point on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.00 degrees 36'30"W., continuing on the East right of way line of said Scenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Scenic Highway and the South right of way line of Stalnaker Road; thence N.89 degrees 15'15"E., on the South right of way line of said Stalnaker Road, a distance of 1285.32 feet to a point on the East line Southwest 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnaker Road, a distance of 659.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the West line of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.88 degrees 57'38"E., continuing on the South right of way line of said Stalnaker Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.00 degrees 47'33"E., on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 650.30 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.89 degrees 06'56"W., on the South line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 656.30 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being a point on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence S.00 degrees 33'42"W., on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2, a distance of 663.54 feet to the Southeast corner of the Northwest 1/4 of said Section 2; thence S.89 degrees 55'32"W., on the South line of the Northwest 1/4 of said Section 2, a distance of 1318.08 feet to the Northeast corner of TWIN FOUNTAINS CLUB, INC., as recorded in Condominium Plat Book 33 Page 3 of the Public Records of Polk County, Florida, also being the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence S.88 degrees 25'09"W., on the North line of the said TWIN FOUNTAINS CLUB, INC. also being the South line of the Northwest 1/4 of said Section 2, a distance of 1284.78 feet to the POINT OF BEGINNING.

Parcel contains 87.60 acres, more or less.

SURVEYOR'S REPORT

1. This sketch not valid unless embossed or stamped with a surveyor's seal.
2. Underground encroachments such as utilities and foundations, that may exist, have not been located.
3. Parcel numbers, owners name, address and zoning shown hereon obtained from the Polk County Property Appraisers web site.
4. This is NOT a Boundary Survey.
5. This sketch was prepared without the benefit of a current Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this sketch that may be found in the Public Records of Polk County, Florida.
6. Legal description shown hereon prepared by the undersigned surveyor.
7. Bearings shown hereon are based on the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the West line of the Northwest 1/4 Section 2, Township 29 South, Range 27 East as being N.00 degrees 36'30"W.

SURVEYOR'S CERTIFICATE

I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Administrative Code.

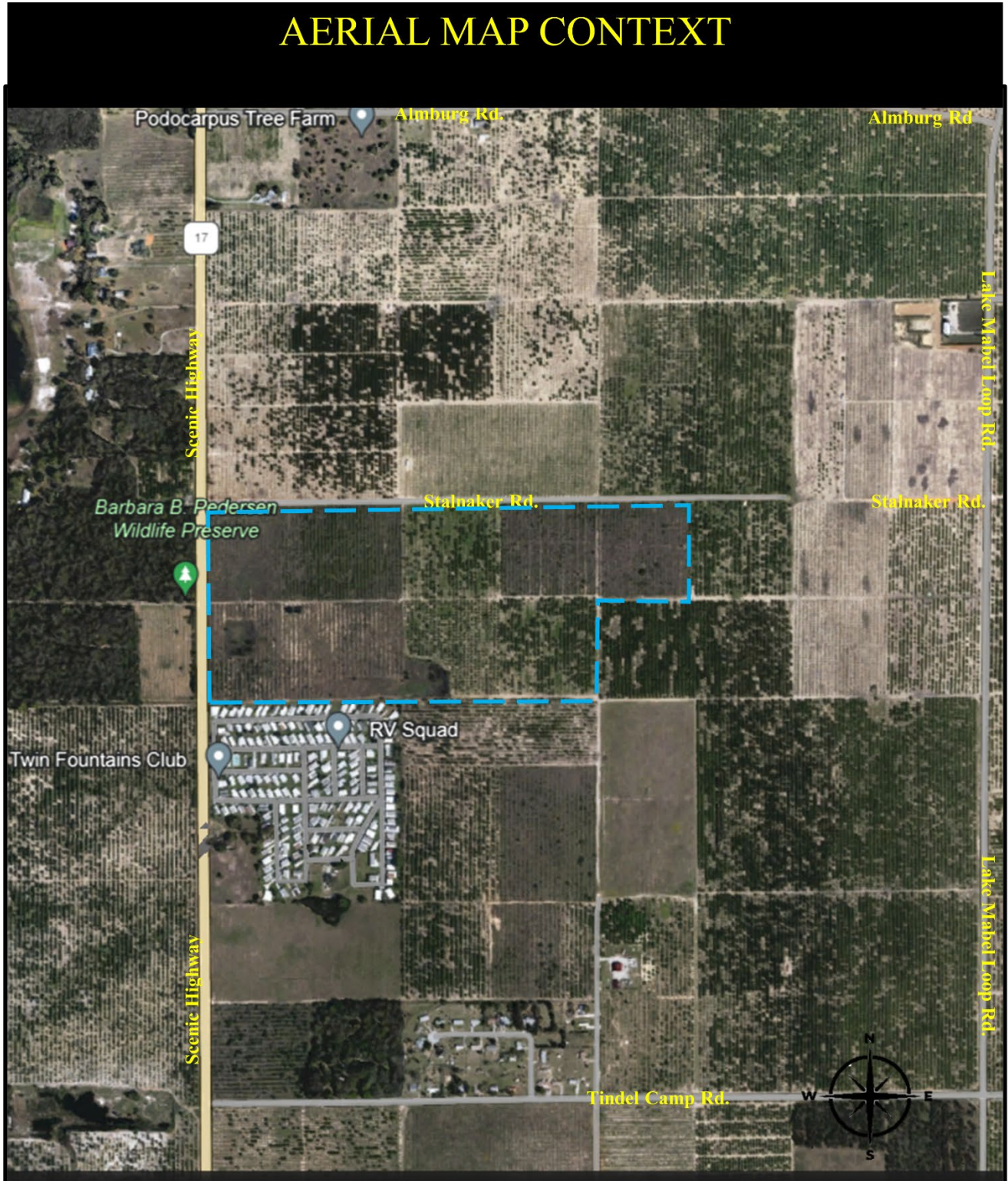


Steven E. Semple
Professional Surveyor and Mapper No. 5489
State of Florida

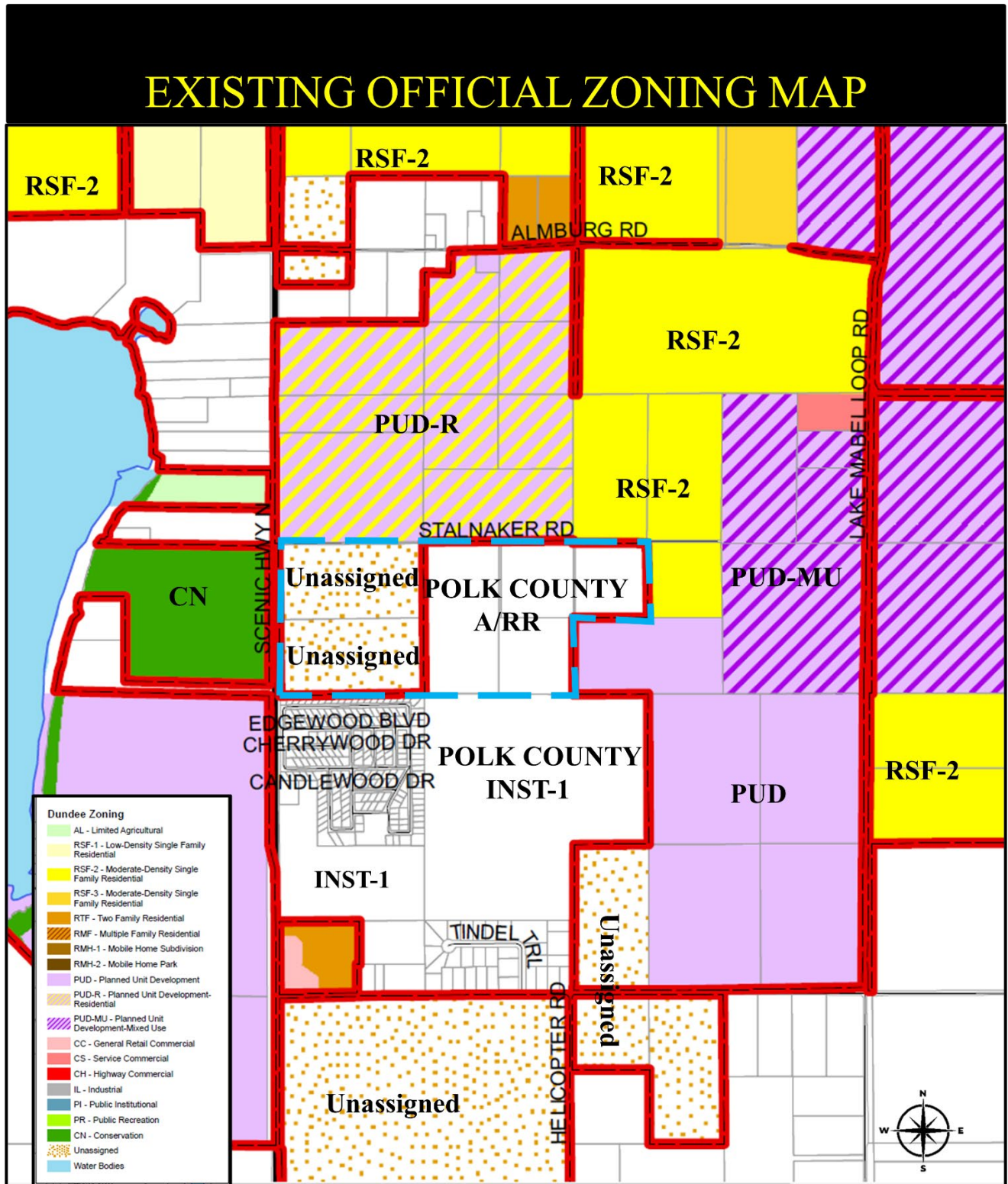


PREPARED BY: ACCURATE SURVEYING OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211	PREPARED FOR: AG INVESTMENT OF POLK COUNTY LLC 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103	CREW CHIEF: N/A	PROJECT # STALNAKER OVERALL	
	SHEET NAME: SKETCH OF DESCRIPTION HILLS OF DUNDEE - OVERALL PARCEL POLK COUNTY, FLORIDA	DRAWN BY: BB	DATE: 11/27/22	
		CHECKED BY: D.J.B.		
	REVISION DATE: 01/20/23 01/28/23		SHEET 1 OF 3 02/02/23	

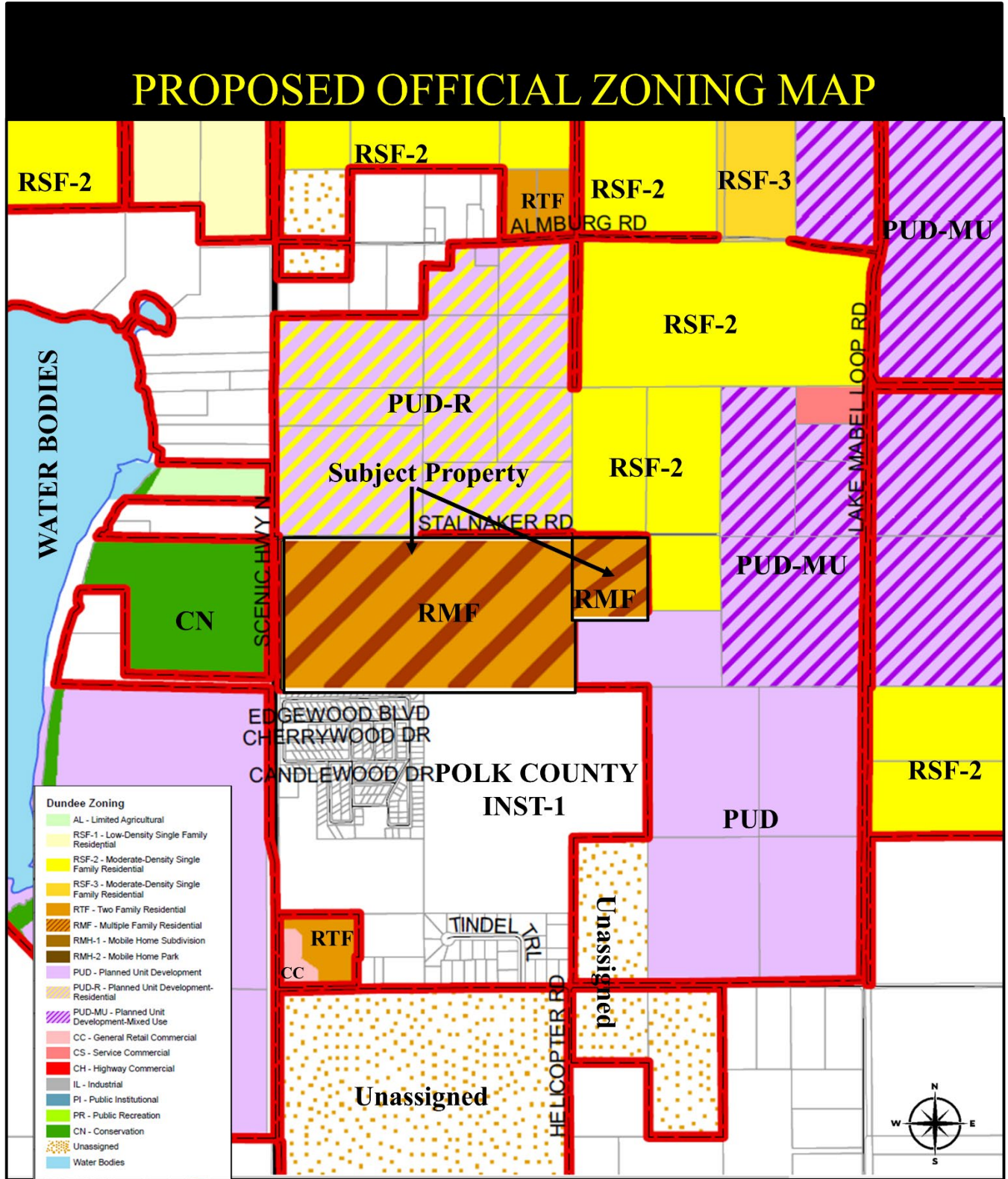
Legal Description



Aerial Map Context



Existing Official Zoning Map



Proposed Future Land Use Map

ORDINANCE NO. 24-02

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM POLK COUNTY/ AGRICULTURE/RESIDENTIAL RURAL (A/RR) TO MULTIPLE FAMILY RESIDENTIAL (RMF) ON APPROXIMATELY 88.12+/- ACRES, LOCATED ON THE EASTSIDE OF SCENIC HIGHWAY (S.R. 17), NORTH OF TINDEL CAMP ROAD, WEST OF LAKE MABEL LOOP ROAD, AND THE SOUTHSIDE OF STALNAKER ROAD IN THE TOWN OF DUNDEE, FUTHER DESCRIBED AS PARCELS: 272902-000000-032040; 272902-000000-032020; 272902-000000-034010; 272902-000000-014020; 272902-000000-014040; 272902-000000-032030; 272902-000000-034020 and 272902-000000-032010; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, AG Investments of Polk County, LLC, an active Florida limited liability company, submitted an applicant-initiated request to amend the Official Zoning Map designation for property located in the Town of Dundee from Polk County/ Agriculture/ Residential Rural on 88.12+/- acres to Multiple Family Residential (RMF) on approximately 88.12 +/- acres, generally located on the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road, further described as parcels: 272902-000000-032040; 272902-000000-032020; 272902-000000-034010; 272902-000000-014020; 272902-000000-014040; 272902-000000-032040; 272902-000000-032010; and 272902-000000-034020 (collectively the "Property"); and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipality zoned area of the Town; and

WHEREAS, on February 15, 2024, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting

considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on February 15, 2024, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

WHEREAS, on February 15, 2024, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the Town Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the Town Commission of the Town of Dundee held a duly noticed public meetings for this Ordinance amending the Official Zoning Map of the Town of Dundee regarding the parcel(s) described and depicted by **Composite Exhibit "A"** attached hereto and incorporated herein by reference in accordance with Section 166.041(3)(a) of the Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public meetings, including supporting documentation;

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to the Property; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the enactment and adoption of this Ordinance No. 24-02 is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 24-02 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE BE IT ENACTED BY THE PEOPLE OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Incorporation of Recitals. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements that form a factual and material basis for the adoption of this Ordinance, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

Section 2. Official Zoning Map. The Official Zoning Map of the Town of Dundee, Florida, is amended so as to change and/or assign the zoning designation of Multiple Family Residential (RMF) on approximately 88.12+/- acres generally located on

the eastside of Scenic Highway (S.R. 17), north of Tindel Camp Road, west of Lake Mabel Loop Road, and the southside of Stalnaker Road in the Town of Dundee, further described as parcels: 272902-000000-032040; 272902-000000-032020; 272902-000000-034010; 272902-000000-014020; 272902-000000-014040; 272902-000000-032040; 272902-000000-032010 and 272902-000000-034020 as shown in **Composite Exhibit "A"** which is attached hereto and incorporated herein by reference.

Section 3. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Conflicts. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided, however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the Town of Dundee Land Development Code (LDC) unless such repeal is explicitly set forth herein.

Section 5. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting Ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 6. Effective Date. Pursuant to Section 163.3184 of the Florida Statutes, this Ordinance shall be effective on the effective date of the companion Future Land Use Amendment accomplished via Ordinance No. 24-02 or immediately upon final adoption of this Ordinance on second reading and adoption public hearing, whichever occurs later in time.

INTRODUCED AND PASSED on first reading/transmittal public hearing at a regular meeting of the Town Commission of the Town of Dundee, Florida, held this 27th day of February ,2024.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing at the meeting of the Town Commission of the Town of Dundee, Florida, duly assembled on this 23rd day of April, 2024.

TOWN OF DUNDEE, FLORIDA

MAYOR- Sam Pennant


ATTEST:

TOWN CLERK – Trevor Douthat

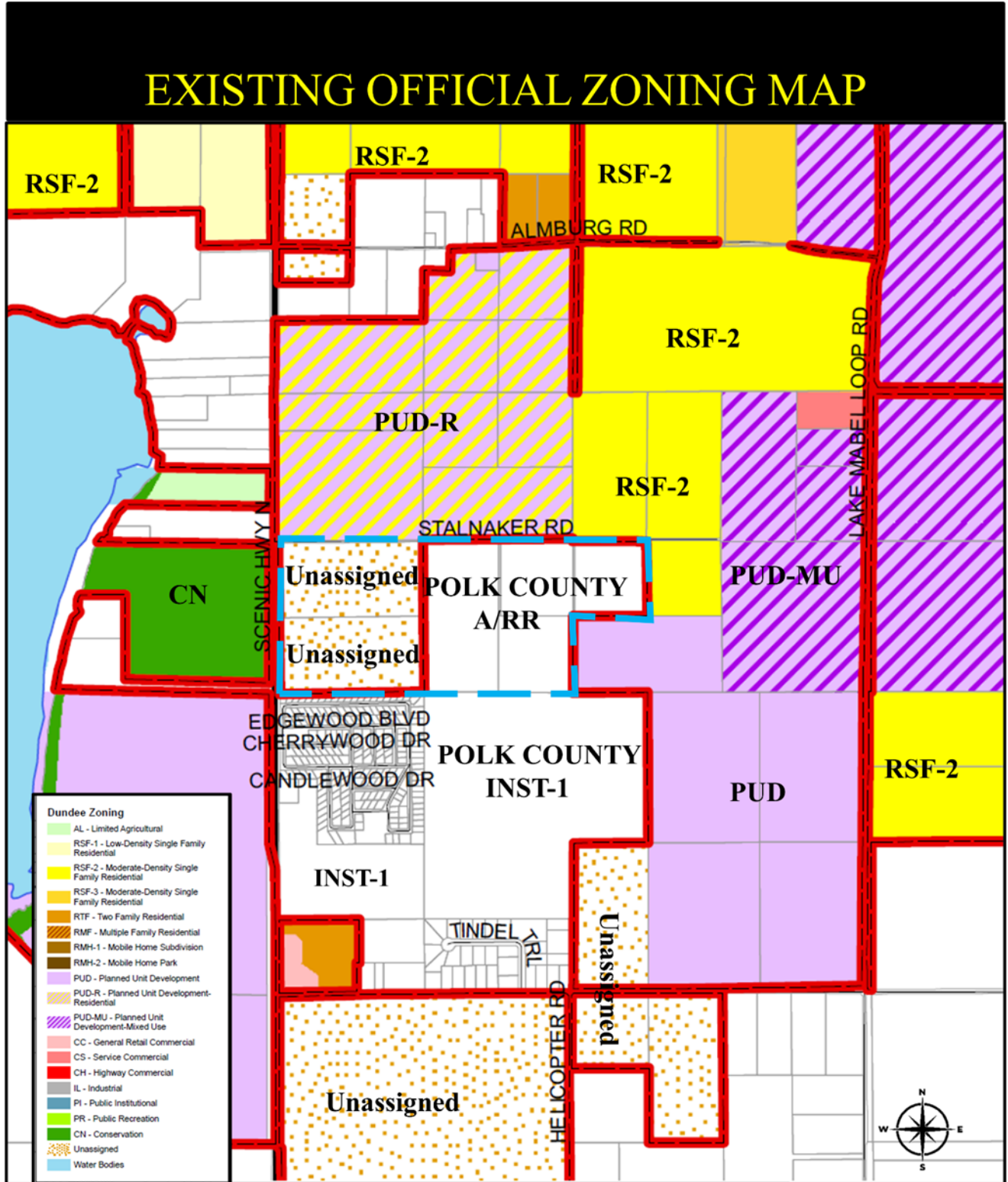
Approved as to Form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

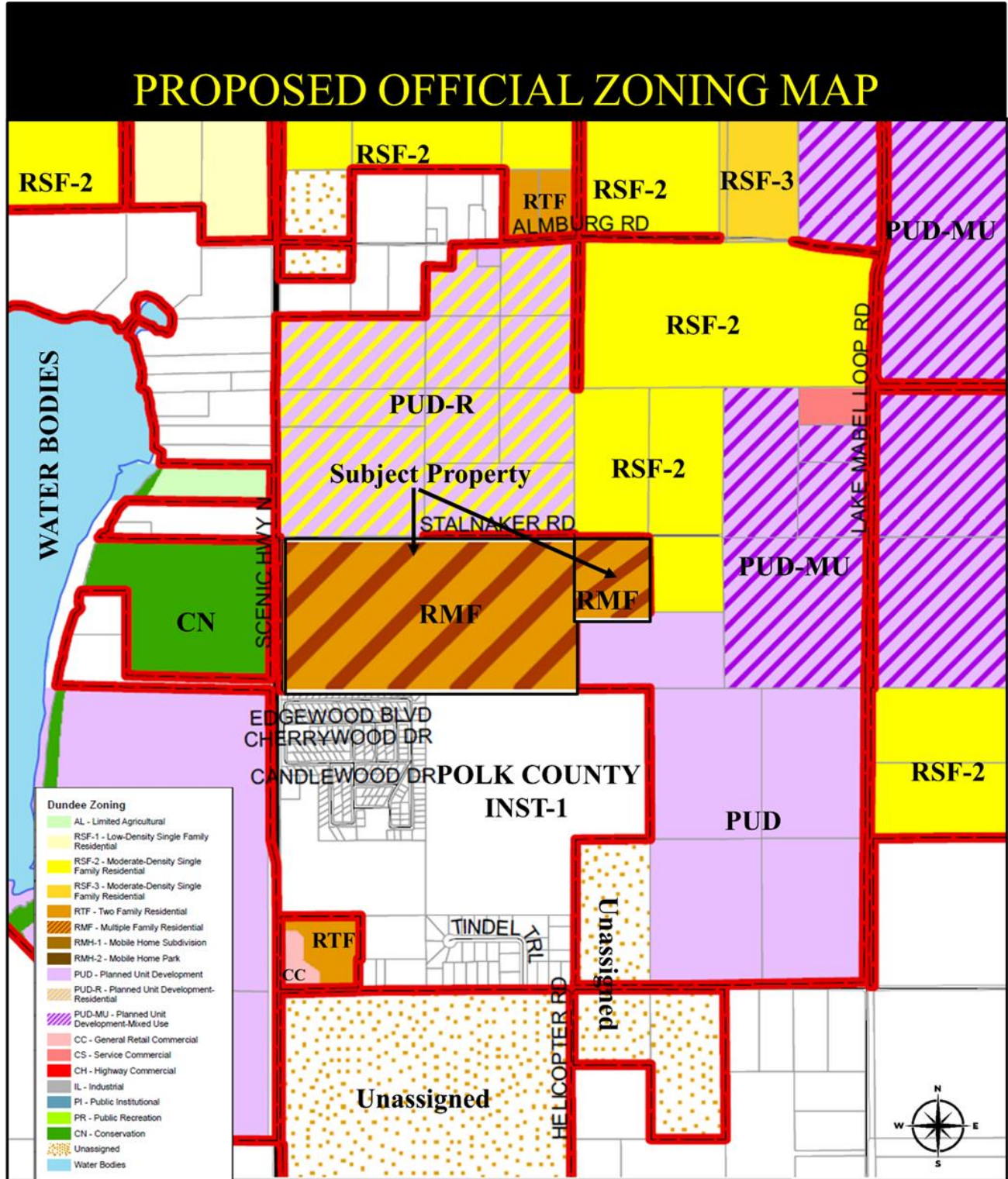
Composite Exhibit "A"
Ordinance No. 24-02
Legal Description and Zoning Maps
Page 1 of 3

SKETCH OF DESCRIPTION	SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA																	
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LEGAL DESCRIPTION (OVERALL PARCEL)																		
<p>A parcel of land lying within Section 2, Township 29 South, Range 27 East, Polk County, Florida and being more particularly described as follows: COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 14'49"E., on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 33.00 feet to a point on the East right of way line of Scenic Highway and the POINT OF BEGINNING; thence N.00 degrees 36'30"W., on the East right of way line of said Scenic Highway, a distance of 663.53 feet to a point on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.00 degrees 36'30"W., continuing on the East right of way line of said Scenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Scenic Highway and the South right of way line of Stalnakar Road; thence N.89 degrees 15'15"E., on the South right of way line of said Stalnakar Road, a distance of 1285.32 feet to a point on the East line Southwest 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnakar Road, a distance of 659.16 feet to a point on the West line Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right way line of said Stalnakar Road, a distance of 659.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence N.88 degrees 57'38"E., continuing on the South right of way line of said Stalnakar Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.00 degrees 47'33"E., on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 650.30 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.89 degrees 06'56"W., on the South line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 656.30 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being a point on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence S.00 degrees 33'42"W., on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2, a distance of 663.54 feet to the Southeast corner of the Northwest 1/4 of said Section 2; thence S.89 degrees 55'32"W., on the South line of the Northwest 1/4 of said Section 2, a distance of 1318.08 feet to the Northeast corner of TWIN FOUNTAINS CLUB, INC., as recorded in Condominium Plat Book 33 Page 3 of the Public Records of Polk County, Florida, also being the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the Southeast corner of the of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence S.88 degrees 25'09"W., on the North line of the said TWIN FOUNTAINS CLUB, INC. also being the South line of the Northwest 1/4 of said Section 2, a distance of 1284.78 feet to the POINT OF BEGINNING.</p>																		
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<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;">  Steven E. Sampie Professional Surveyor and Mapper No. 5489 State of Florida </div> <div style="width: 35%; text-align: center;">  </div> </div>																		
PREPARED BY: ACCURATE SURVEYING OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211	PREPARED FOR: AG INVESTMENT OF POLK COUNTY LLC 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">CREW CHIEF:</td> <td style="text-align: center;">N/A</td> <td style="font-size: small;">PROJECT #</td> <td style="text-align: center;">STALNAKER OVERALL</td> </tr> <tr> <td style="font-size: small;">DRAWN BY:</td> <td style="text-align: center;">BB</td> <td style="font-size: small;">DATE:</td> <td style="text-align: center;">11/27/22</td> </tr> <tr> <td style="font-size: small;">CHECKED BY:</td> <td style="text-align: center;">D.J.B.</td> <td style="font-size: small;">SHEET</td> <td style="text-align: center;">1 OF 3</td> </tr> <tr> <td style="font-size: small;">REVISION DATE:</td> <td style="text-align: center;">01/20/23 01/28/23</td> <td style="font-size: small;">DATE:</td> <td style="text-align: center;">02/02/23</td> </tr> </table>	CREW CHIEF:	N/A	PROJECT #	STALNAKER OVERALL	DRAWN BY:	BB	DATE:	11/27/22	CHECKED BY:	D.J.B.	SHEET	1 OF 3	REVISION DATE:	01/20/23 01/28/23	DATE:	02/02/23
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CHECKED BY:	D.J.B.	SHEET	1 OF 3															
REVISION DATE:	01/20/23 01/28/23	DATE:	02/02/23															
SHEET NAME: SKETCH OF DESCRIPTION HILLS OF DUNDEE - OVERALL PARCEL POLK COUNTY, FLORIDA																		

Composite Exhibit "A"
Ordinance No. 24-02
Legal Description and Zoning Maps
Page 2 of 3



Composite Exhibit "A"
Ordinance No. 24-02
Legal Description and Zoning Maps
Page 3 of 3



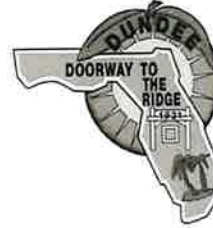


TOWN COMMISSION MEETING

April 23, 2024 at 6:30 PM

-
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, GENERATOR INSPECTIONS & MAINTENANCE
- SUBJECT:** Town Commission will consider quotes received for generator inspection and preventative maintenance.
- STAFF ANALYSIS:** In the event of a utility interruption, emergency generators are relied upon to provide critical backup power. To ensure the generator is ready when needed, it is important to complete the required maintenance. Overlooking the required maintenance services could limit the Town to maintain the critical support systems during a utility interruption.
- FISCAL IMPACT:** \$10,730.00 to perform Level 1, Level II and fuel tank annual inspections and preventative maintenance. Tank inspection paperwork is required to be mailed annually to FDEP by tank permit.
- STAFF RECOMMENDATION:** Staff has received 3 quotes from three service companies. Staff recommends approval of the lowest quote for \$10,730.00 for inspection and maintenance services of nine generators.
- ATTACHMENTS:** Quote sheets

**TOWN OF DUNDEE
PRICE QUOTE SHEET**



DATE: 4-18-2024

DEPARTMENT: Public Utilities

NAME OF PERSON SECURING THE QUOTE: Raymond Morales

GENERAL DESCRIPTION OF ITEM: Required Emergency Generators Inspections & Preventative Maintenance

Vendor Selected:

VENDOR #1

COMPANY NAME: Mid Florida Diesel Generator

CONTACT NUMBER: 07262023

NAME OF REPRESENTATIVE: Suzanns McCoy

PRICE: \$10,730.00

SHIPPING: _____

COMMENTS: _____

Vendor Selected:

VENDOR #2

COMPANY NAME: Ring Power - CAT

CONTACT NUMBER: 769970

NAME OF REPRESENTATIVE: Tyler Harden

PRICE: \$41,484.86

SHIPPING: _____

COMMENTS: _____

Vendor Selected:

VENDOR #3

COMPANY NAME: TWA Tampa Armature Works

CONTACT NUMBER: No Bid

NAME OF REPRESENTATIVE: _____

PRICE: _____

SHIPPING: _____

COMMENTS: Failed to Make Site Visit - NO RESPONSE

DEPARTMENT DIRECTOR/SUPERVISOR: Tracy Mercer *Tracy Mercer* DATE: 4-18-2024

FINANCE DIRECTOR APPROVAL: _____ DATE: _____

TOWN MANAGER APPROVAL: _____ DATE: _____

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____

TOWN OF DUNDEE PM SERVICE AGREEMENT 2024-2025

UNIT	LEVEL I	LEVEL II	FUEL TANK INSPECTION	TANK CAPACITY
350KW BLUE STAR 122995-1-1 WALDEN VISTA	\$250.00	\$1,200.00	\$145.00	710
100KW BLUE STAR 120149-1-1 SOL VISTA	\$250.00	\$650.00		250
30KW BLUE STAR 121519-1-1 HILLTOP	\$250.00	\$500.00		140
600KW CAT 9EP03701 WWTP	\$250.00	\$1,500.00	\$145.00	2250
600KW CAT EKW00866 HICKORY	\$250.00	\$1,500.00	\$145.00	1500
150KW GENERAC 3002361870 WWTP <i>Fire Dept</i>	\$250.00	\$700.00	Natural Gas	NOT DISPLAYED
230KW GENERAC 2084042 RINER PLANT	\$250.00	\$750.00	\$145.00	500
150KW GENERAC 3002349593 TOWN HALL	\$250.00	\$650.00	Natural Gas	NOT DISPLAYED
200KW OLYMPIAN NNS02565 RILEY'S GROVE	\$250.00	\$700.00	\$145.00	1000
	\$2,000.00	\$8,150.00	\$580.00	\$10,730.00



MID FLORIDA DIESEL GENERATOR MAINTENANCE CHECK LIST

863-519-0107

Item 5.

CUSTOMER: _____
DATE: _____
MODEL: _____
ARR NO. _____
GEN S/N : _____

UNIT No. _____
LOCATION: _____
SPEC. No. _____
Service Type: <input type="checkbox"/> (LEVEL I) ; (LEVEL II) <input type="checkbox"/>
KW: _____ HOURS: _____

VISUAL CHECKS			VISUAL CHECKS Cont.		
ENGINE	O.K.	NEEDS SERVICE	CONTROL	O.K.	NEEDS SERVICE
Oil Level			Controller (fault indications)		
Fuel Injection System (leaks, condition)			Gauges and Indicators (operation, condition)		
Fuel Priming Pump (operation, condition, leaks)			ENCLOSURE / CABINET	O.K.	NEEDS SERVICE
Vee Belts, Balancer (proper tension, condition)					
Crankcase Breather			Overall Appearance (paint, etc.)		
Engine Mounts (condition)			Clean dust & Dirt From Unit		
Electrical Wiring (engine)			Safety Devices (operation, condition) X = needs attention OK = operational		
Alternator 12/24 Volt			Oil pressure () Water Temp () overspeed ()		
Starter (cranking ability, operating)			Overcrank () Water Level () Others ()		
Lubrication System (leaks)			SERVICE (Included in level 2 PM)	O.K.	NEEDS SERVICE
Lubrication System (PSI) High Idle ()					
Governor (operation, stability, response)			Change Oil & Filter		
Turbocharger (operation)			Change Fuel Filters		
Aftercooler (condition, leaks)			Change Air Filters (as needed)		
COOLING SYSTEM	O.K.	NEEDS SERVICE	S.O.S.		
Test Coolant Yes <input type="checkbox"/> No <input type="checkbox"/>			Service Batteries		
Water Level/Antifreeze			Inspect & Lubricate Air Flow Louvers		
Radiator, Cap, Air Flow (leaks, damage, blockage)			TRANSFER SWITCH(ES)	O.K.	NEEDS SERVICE
Water Hoses (condition, leaks)					
Fan Assembly (cracks, bent blades, bearings)			The Delays		
EXHAUST SYSTEM	O.K.	NEEDS SERVICE	Exerciser		
Air Cleaner Assembly (leak, cracks)			Cabinet Clean		
Inlet Manifold and Piping, Rain Cap (condition)			Operation, Alarms, Condition		
Exhaust Manifold and Piping (condition)			Comments/Suggested Repairs: _____		
Engine Smoke (Critical System Indicator)					
FUEL SYSTEM	O.K.	NEEDS SERVICE			
Fuel System (day tank operation-lines, leaks, condition)					
Fuel Transfer Pump (condition, leaks)					
Interstitial Space Alarm Test (Tank Basin Leak Detection)					
Test High Fuel Level Alarm @ 90%					
BATTERY / CHARGER	O.K.	NEEDS SERVICE	Customer Approval For Additional Repairs: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Battery(s) _____ / DOM			Customer Signature: _____		
Battery Charger-Voltage [_____]			Date: _____		
Battery Charge Rate, Voltage [_____] Amps [_____]			Tech: _____		
GENERATOR	O.K.	NEEDS SERVICE	Filters: Oil Qty Air Fuel Coolant		
Generator Stator-Armature (visual condition)					
Rotating Fields (condition)					
Generator Operation [_____]Volts, [_____]Amps, [_____]Hz					

MID FLORIDA DIESEL



2215 HIGHWAY 60 EAST
BARTOW, FL. 33830
(863) 519-0107
WWW.MIDFLORIDADIESEL.COM

PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

February 20, 2024

Town Of Dundee
Attn: Johnathon Vice

This Preventative Maintenance Agreement is entered into by Mid Florida Diesel Services and Town Of Dundee. This Preventative Maintenance Agreement is for the purpose of inspecting, testing, and maintaining the emergency generator equipment and supporting accessories listed in the agreement.

Any additional inspections, adjustments or normal repair services will be invoiced at **\$145.00 / \$217.50** per hour straight time and overtime. All rates are port-to-port. **Mileage-No Charge**. All services will be performed during Mid Florida Diesel Services normal working hours; **8:00am – 5:00pm, Monday – Friday**, unless otherwise specified in this agreement. Mid Florida Diesel provides reliable service, 24 hours a day, 7 days a week and 365 days a year for our valued customer.

Proposed Service Rate(s) for Preventative Maintenance Services – TAXES NOT INCLUDED

Please See Attached

***Note: Pricing for Fuel Tank Inspection is based on completion at the time of L1 or L2 Services.

Mid Florida Diesel Services will not accept direct, indirect, or consequential damages caused by abuse, accidental or intentional damage to the equipment described above caused by acts of theft, acts of a third party, acts of nature, normal wear and tear, and alterations to the equipment or overloads.

The term of this agreement shall be for one (1) year, commencing on the date of signature by the authorized representative thereby giving acceptance to the conditions set herein and shall be renewed for an additional one (1) year, without further action by the parties, but may be terminated at the end of any year by either party hereto, by with not less than sixty (60) days written notice.

Authorized Representative

Town Of Dundee Representative

 K. Suzanne McCoy
Date: February 20, 2024

Signed: _____
Date: _____

TOWN OF DUNDEE PM SERVICE AGREEMENT 2024

UNIT	LEVEL I	LEVEL II	FUEL TANK INSPECTION
350KW BLUE STAR 122995-1-1	\$250.00	\$1,200.00	\$145.00
100KW BLUE STAR 120149-1-1	\$250.00	\$650.00	
30KW BLUE STAR 121519-1-1	\$250.00	\$500.00	
600KW CAT 9EP03701	\$250.00	\$1,500.00	\$145.00
600KW CAT EKW00866	\$250.00	\$1,500.00	\$145.00
150KW GENERAC 3002361870	\$250.00	\$700.00	
230KW GENERAC 2084042	\$250.00	\$750.00	\$145.00
150KW GENERAC 3002349593	\$250.00	\$650.00	
200KW OLYMPIAN NNS02565	\$250.00	\$700.00	\$145.00
	\$2,000.00	\$8,150.00	\$580.00

\$ 2,000.00
8,150.00
580.00

\$ 10,730.00

TANK CAPACITY

- 710
- 250
- 140
- 2250
- 1500
- NOT DISPLAYED
- 500
- NOT DISPLAYED
- 1000

MID FLORIDA DIESEL



2215 HIGHWAY 60 EAST
BARTOW, FL. 33830
(863) 519-0107 FAX (863) 519-0109
WWW.MIDFLORIDADIESEL.COM

November 2, 2023

Submittal Approval Letter For 30KW Diesel Generator & 100amp ATS

(Quote # 07262023-JA)

Martin Paving
6039 Cypress Gardens Blvd.
Suite 135
Winter Haven, FL 33884

ATTN: Randy Martin

Mid Florida Diesel submits the following proposal for the project: Landings at Lake Mabel

Blue Star Power Systems MODEL: (Qty. - 1) JD30-03IT4

GENERATOR: 30 kW, 38 kVA
VOLTAGE: 480 volt Three-Phase
ENGINE: John Deere 3029TFG89, 60 Hz Diesel, 1800 RPM

Standard Features Included:

Microprocessor based, digital readout control system.
Engine vitals monitored by LCD display: Oil pressure, Running time, Engine temperature, Safety shutdowns (HWT, OC, OS, OP, LWL), Battery voltage, Generator AC voltage, AC amperage, Frequency.
Additional Features: Oil drain extension, Vibration isolation pads, Water heater, Fuel solenoid valve.

Selected Model Features Included:

Isochronous Governor + / - .25%
UL2200
EPA Tier III Certified
Stamford S1L2-K41 12 Lead Wired 480V 3 Phase High Wye 80°C Rise Over 40°C Ambient

CONTROL PANEL: DGC-2020 Control Panel (Expanded)

Blue Star DGC-2020 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch
Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency, Overfrequency, Overcurrent), 15 Contact Outputs, RS-485 Communications
Included Accessories
Digital Voltage Regulator with PMG Excitation

ENCLOSURE: Level 2 (Weather Proof Enclosure with Foam) Powder Coated .090 Aluminum

Rugged and Durable 200 MPH Wind Rated Enclosure
 Pitched Roof for Increased Structural Integrity and Improved Watershed
 Punched Intake with Baffle and Punched Exhaust Openings
 Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
 Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
 Formed Steel Base with Mounting and Lifting Holes
 Includes Vibration Mounts to Isolate Unit from Base Rail

Accessories:

Sound Attenuation Foam 1.5"
 200 mph Wind Load Rated
 Color-White
 Gravity Exhaust Louver Mounted

COOLING SYSTEM:

Unit Mounted Radiator

Accessories:**CIRCUIT BREAKERS:**

50A BREAKER – 480v Thermal Magnetic 80% rated
 Mounted and Wired in a NEMA 1 Enclosure (Qty: (1 per gen)
 Circuit Breaker - UL listed and CSA certified.

Accessories:**BATTERY:**

Lead Acid Battery

BLOCK HEATER: 1000 watt

Standard @ 20 F w/Isolation valves
 120v 1 phase

VIBRATION ISOLATION:

Vibration Pads Isolator

BATTERY CHARGER:

(12 Volt, 6 Amp)

Included Accessories:**SUB BASE TANK: 48 Hour / 140 Gallon UL 142 Listed Sub-Base Fuel Tank with Stub-up Area**

Double Wall Construction with Secondary Containment Standard
 Includes: Supply & Return Connections,
 Fuel Level Gauge
 Fuel Leak Switch and Fill & Vent Plumbing

Included Accessories:

- 2 steps required. one for controller and one for breaker
- Coat Tank Extreme Liner

Critical Grade Muffler –**Accessories:**

Rain Cap

ASCO 300 Series AUTOMATIC TRANSFER SWITCH:

ASCO 300 G Series Poles: 3 100 amp Rated (Qty: 1)
 480Volts, Three-Phase
 Open-transition
 Solid Neutral
 Withstand rating: 200,000 (With Current Limiting
 Fuses), 42,000 (Specific Breaker),N/A (Any Breaker)
 Test Switch
 Manual Bypass of Transfer to Normal TD

ATS Switch Position Indicating Lights
 Source Available Indicating Lights
 Automatic Engine Exerciser with Load/No Load Selector Switch
 ATS Position Indicating Contacts (1 Normal, 1 Emergency)
 Provisions for Remote Transfer Contact (Peak Shaved) bypassed if Emergency Fails
 In-Phase Monitor for Motor Load Control
 Selective Load Disconnect
 Provisions for Inhibiting Transfer to Emergency
 Time Delay Momentary Outage Override (Normal)
 Time Delay Momentary Outage Override (Emergency)
 Time Delay Transfer to Emergency
 Time Delay Re-transfer to Normal
 Time Delay Engine Cool Down
 WARRANTY - Two (2) Year Basic ATS Standby Limited Warranty
 NEMA: NEMA 4X Stainless Steel Enclosure (Outdoor Mounting)

Accessories:

11BE Feature Bundle Includes Engine Exerciser/Event Log/RS-485 Enabled/Common AI

MISCELLANEOUS:

Certified Factory Test
 Manual – One (1) Instruction Manuals
 2 Yr/2000 Hr Standby Limited Warranty
 Test Acceptance Run by Factory Trained Representative (Start Up)
 4 Hour Load Bank Test

Delivery Notes: 40-46 Weeks (Contingent on component availability)

APPROVED TO ORDER _____

Martin Paving

Please sign/date and email: joe@midfloridadiesel.com

BLUE STAR

Power Systems Inc.

Submittal

11/2/2023

Project Title	Landings at Lake Mabel - 30KW Generator
Quote Number:	0098528-2
Model:	JD30-03IT4



Mid Florida Diesel
Joe Antonini
2215 Hwy 60 East
Bartow FL 33830
Office: 863-519-0107
Cell: 863-944-0400
Email: joe@midfloridadiesel.com

BLUE STAR

Power Systems Inc.

Table of Contents

- Specification Sheet
- 3029TFG89 47 HP
- 11 Industrial Alternators
- 12 AS540 Voltage Regulator
- 8 DGC-2020 Control Panel
- 44 Paint and Powder Coat
- 19 Enclosures
- 20 Sound Attenuation Foam
- 17 Radiators
- 22 Circuit Breakers
- 29 TPS Series Block Heaters
- 31 Single Stage Air Cleaner
- 33 CPJ Series Silencers
- 27 Industrial Batteries
- 23 BC1206A Series Battery Chargers
- 21 Sub-Base Fuel Tanks
- 47 Factory Load Test
- 2yr 2000hr limited warranty

BLUE STAR

Power Systems Inc.

Quote Date: 11/2/2023 12:28:20 PM
 Quote Number: 0098528-2
 Project Title: Landings at Lake Mabel - 30KW Generator
 Prepared for: Mid Florida Diesel

Distributed
by:

Unit Model	JD30-03IT4	Standby / Prime	Emergency Stationary Standby
kWe Rating	30 kWe	UL 2200 Listed	Yes
Fuel	Diesel	CSA Approved	Yes
EPA	Interim Tier 4	Paint Color	White

Engine Model: John Deere 3029TFG89 30kW Standby Power Rating at 1800 RPM
Governor - Electronic Isochronous

Voltage: 480/277V 3 Phase 60 Hz 0.8 PF

Gen Model: Stamford S1L2-K41 12 Lead Wired 480V 3 Phase High Wye 80°C Rise Over 40°C Ambient

Voltage Regulator: Stamford AS540 Automatic Voltage Regulator

Control Panel: Blue Star DGC-2020 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch
Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency, Overfrequency, Overcurrent), 15 Contact Outputs, RS-485 Communications

Control Panel Options: Low Water Level Sensor with Shutdown

Unit Color: White

Enclosure: Level 2 (Weather Proof Enclosure with Foam) Powder Coated .090 Aluminum
Rugged and Durable 200 MPH Wind Rated Enclosure
Pitched Roof for Increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail

Sound Attenuation Foam: Sound Attenuation Installed in Enclosure

Cooling: Unit Mounted Radiator (50°C Ambient)

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base

Mainline Breaker: 50 Amp 3 Pole 480 Volt Breaker Mounted & Wired in a NEMA 1 Enclosure

Jacket Water Heater: Engine Block Heater 1000W 120VAC Rated for -20°F
Heater Installed with Isolation Valves and Wired to Terminal

Air Cleaner: Dry Single Stage

Silencer: Critical Grade Compact (CPJ Series) Silencer Mounted to Engine

Battery: 12 Volt System with Rack and Cables

Battery Charger: 12 Volt 6 Amp Mounted and Wired to Terminal

Fuel Tank: 48 Hour / 140 Gallon UL 142 Listed Sub-Base Fuel Tank with Stub-up Area
Double Wall Construction with Secondary Containment Standard
Includes: Supply & Return Connections, Fuel Level Gauge, Fuel Leak Switch and Fill & Vent Plumbing

Factory Test: Standard Commercial Testing Includes:
Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kWe and PF

Owner's Manual: Print Copy (Qty 1) **Standard**

Warranty: 2 Year / 2000 Hour Limited

Notes: Coat 240 gallon tank with Extreme Liner
2 steps required. one for controller and one for breaker
UCI224C with PMG/MX321.

**Additional Options
(Not Included in Price):**

ATS 1

Series	300	Volts	480/277V 3 PH
Service Entrance Rated	No	Poles	3
Amps	104	Enclosure	Nema 4X (304)

Warranty: Two (2) Year Basic ATS Limited Warranty Standard

Optional Accessories: 11BE Feature Bundle Includes Engine Exerciser/Event Log/RS-485 Enabled/Common AI

ATS Notes:

BLUE STAR

Power Systems Inc.

Diesel Product Line

208-600 Volt

JD30-03IT4

60 Hz / 1800 RPM

30 kWe

Standby

Ratings

	240V	208V	240V	480V	600V
Phase	1	3	3	3	3
PF	1	0.8	0.8	0.8	0.8
Hz	60	60	60	60	60
Generator Model	S1L2-N41	S1L2-K41	S1L2-K41	S1L2-J41	S1L2-J41
Connection	12 LEAD DD	12 LEAD WYE	12 LEAD DELTA	12 LEAD WYE	4 LEAD WYE
kWe	30	30	30	30	30
AMPS	125	104	90	45	36
Temp Rise	125°C / 40°C	125°C / 40°C	125°C / 40°C	125°C / 40°C	125°C / 40°C

Standard Equipment

Engine

- Radiator Cooled Unit Mounted (50°C)
- Radiator Duct Flange (OPU Only)
- Blower Fan & Fan Drive
- Starter & Alternator
- Oil Pump & Filter
- Oil Drain Extension w/Valve
- Governor - Electronic Isochronous
- 12V Battery System & Cables
- Air Cleaner (Dry Single Stage)
- Critical Grade Silencer Mounted
- Flexible Fuel Connector
- EPA Certified Tier IT4

Generator

- Brushless Single Bearing
- Automatic Voltage Regulator
- ± 1% Voltage Regulation
- 4 Pole, Rotating Field
- 125°C Standby Temperature Rise
- 100% of Rated Load - One Step
- 5% Maximum Harmonic Content
- NEMA MG 1, IEEE and ANSI Standards Compliance for Temperature Rise

Additional

- Single Source Supplier
- UL 2200 & cUL Listed
- CSA Certified
- Seismic Certified to IBC 2021
- NFPA 110 / CSAC282 Compliant
- Microprocessor Based Digital Control Panel Mounted in NEMA 12 Enclosure
- Base - Formed Steel
- Main Line Circuit Breaker Mounted & Wired
- Battery Charger 12V 6 Amp
- Jacket Water Heater -20°F 1000W 120V w/Isolation Valves
- Vibration Isolation Mounts
- 2 Year / 2000 Hour Standby Warranty
- Standard Colors - White / Gray

Diesel Product Line

30 kWe

BLUE STAR
Power Systems Inc.

Application Data

Engine

Manufacturer:	John Deere	Displacement - Cu. In. (lit):	177 (2.90)
Model:	3029TFG89	Bore - in. (cm) x Stroke - in. (cm):	4.20 (10.6) x 4.30 (11.0)
Type:	4-Cycle	Compression Ratio:	17.2:1
Aspiration:	Turbo Charged	Rated RPM:	1800
Cylinder Arrangement:	3 Cylinder Inline	Max HP Stby (kWm):	47.0 (35.1)

Exhaust System

Gas Temp. (Stack): °F (°C)	1,076 (580)
Gas Volume at Stack Temp: CFM (m ³ /min)	293 (8.30)
Maximum Allowable Exhaust Restriction: in. H ₂ O (kPa)	30.0 (7.50)

Cooling System

Ambient Capacity of Radiator: °F (°C)	122 (50.0)
Maximum Allowable Static Pressure on Rad. Exhaust: in. H ₂ O (kPa)	0.50 (0.12)
Water Pump Flow Rate: GPM (lit/min)	29.0 (110)
Heat Rejection to Coolant: BTUM (kW)	1,144 (20.1)
Heat Radiated to Ambient: BTUM (kW)	637 (11.2)

Air Requirements

Aspirating: CFM (m ³ /min)	127 (3.60)
Air Flow Required for Rad. Cooled Unit: CFM (m ³ /min)	4,013 (114)
Air Flow Required for Heat Exchanger/Rem. Rad. CFM (m ³ /min)	Consult Factory For Remote Cooled Applications

Fuel Consumption

At 100% of Power Rating: gal/hr (lit/hr)	2.62 (9.91)
At 75% of Power Rating: gal/hr (lit/hr)	2.03 (7.68)
At 50% of Power Rating: gal/hr (lit/hr)	1.44 (5.44)

Fluids Capacity

Total Oil System: gal (lit)	2.25 (8.50)
Engine Jacket Water Capacity: gal (lit)	1.51 (5.70)
System Coolant Capacity: gal (lit)	4.51 (17.1)

Deration Factors: Rated Power is available up to 9,843 ft (3,000 m) at ambient temperatures to 122°F (50°C). Consult factory for site conditions above these parameters.

Diesel Product Line

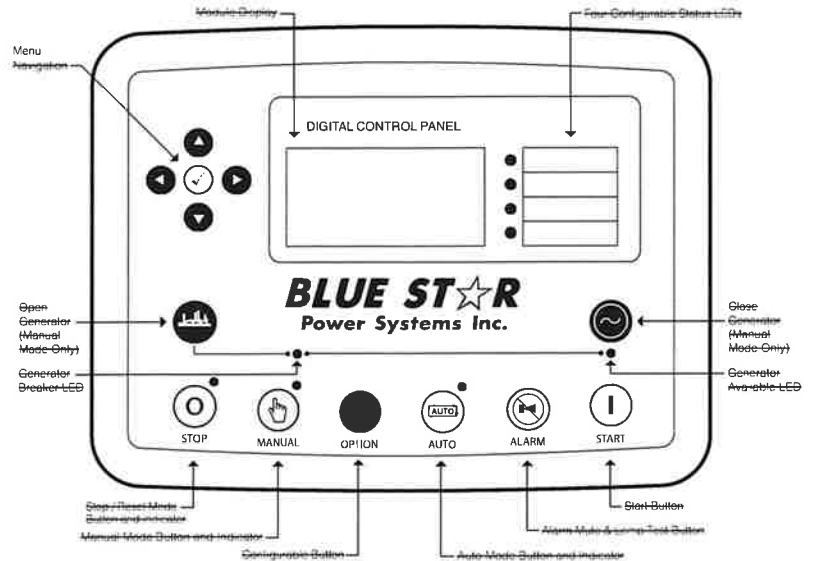
30 kWe



~~DGP7310 Control Panel~~ 2020 Controller on following pages

Standard Features

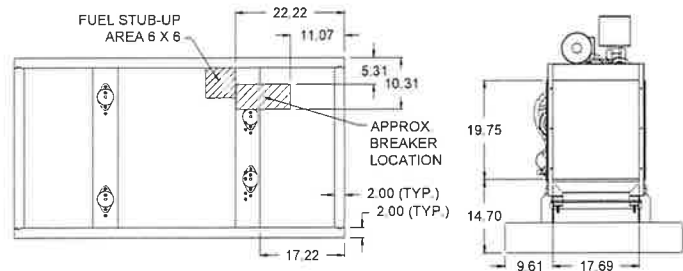
- Digital Metering
- Engine Parameters
- Generator Protection Functions
- Engine Protection
- CAN Bus (J1939) ECU Communications
- Windows-Based Software
- Multilingual Capability
- Remote Communications to DSE2548 Remote Annunciator
- 8 Programmable Contact Inputs
- 10 Contact Outputs
- RS485 Communicator Interface
- cULus Listed, CE Approved
- Event Recording
- IP 65 rating (with supplied gasket) offers increased resistance to water ingress
- NFPA 110 Level 1 Compatible



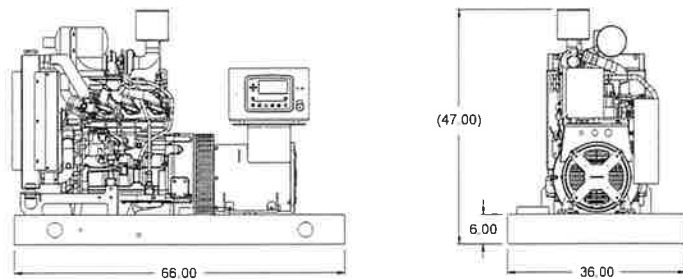
Weights / Dimensions / Sound Data

	L x W x H	Weight lbs
OPU	66 x 36 x 47 in	1,650
Level 1	80 x 36 x 48 in	2,000
Level 2	80 x 36 x 48 in	2,050
Level 3	104 x 36 x 48 in	2,175

Please allow 6-12 inches for height of exhaust stack.



	No Load	Full Load
OPU	72 dBA	74 dBA
Level 1	66 dBA	68 dBA
Level 2	62 dBA	65 dBA
Level 3	60 dBA	62 dBA

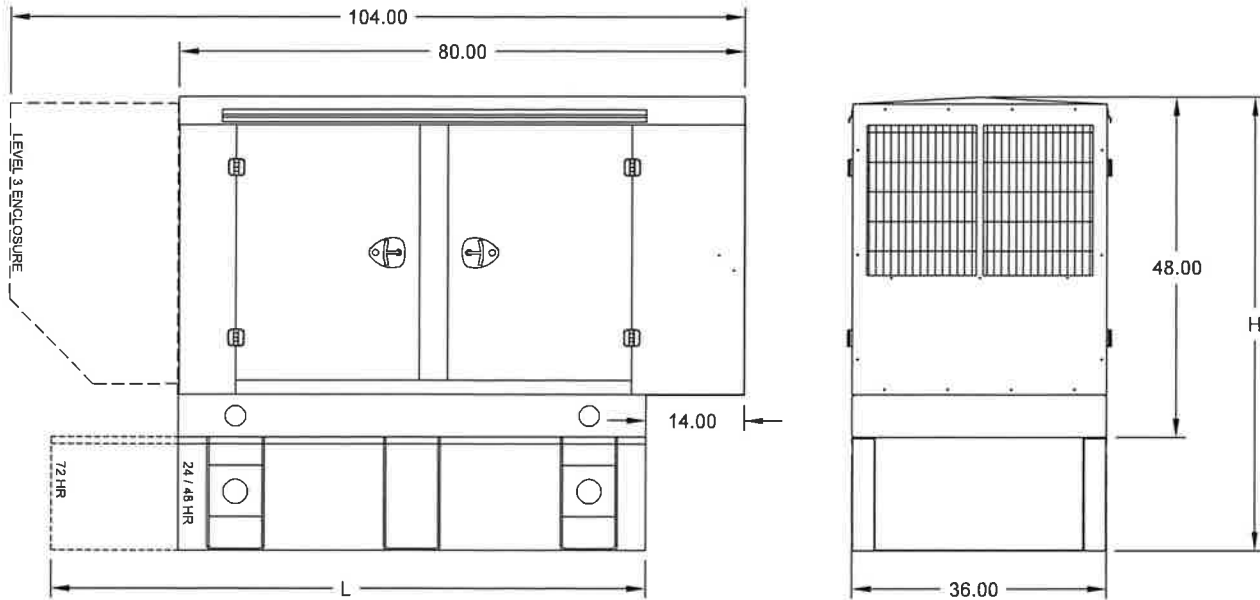


Diesel Product Line

30 kWe



Enclosures & Fuel Tanks



- All enclosure models are 200 MPH wind rating certified in accordance with IBC2021 and ASCE/SEI 7-16 standards.
- Level 2 & 3 enclosures include sound attenuation foam
- Level 3 enclosure includes frontal sound & exhaust hood.
- Enclosure height does not include exhaust stack.

	24 Hour 70 Gallon	48 Hour 140 Gallon	72 Hour 210 Gallon
L	66.00	66.00	84.00
H	64.00	78.00	80.00

Notes

- All specification sheet dimensions are represented in inches.
- All drawings based on standard 480 volt standby generator. Lengths may vary with other voltages. All drawings and dimensions subject to change without notice.
- All enclosures and fuel tanks are based on the standard unit configuration. Any requested deviation can change dimensions.
- Sound data is measured at 23 feet (7 meters) in accordance with ISO 8528-10.
- All materials and specifications subject to change without notice.

American Owned



American Made

Blue Star Power Systems, Inc.

2250 Carlson Drive
 North Mankato, Minnesota 56003
 Phone + 1 507 345 1776
 bluestarps.com
 quote.bluestarps.com
 sales@bluestarps.com



JOHN DEERE

ENGINE PERFORMANCE CURVE

Rating: Gross Power Generator
 Application: 30 kVA Prime Market; Dual Frequency
 1800 RPM (60 Hz)

PowerTech™ M 2.9L Engine
Model: 3029TFG89

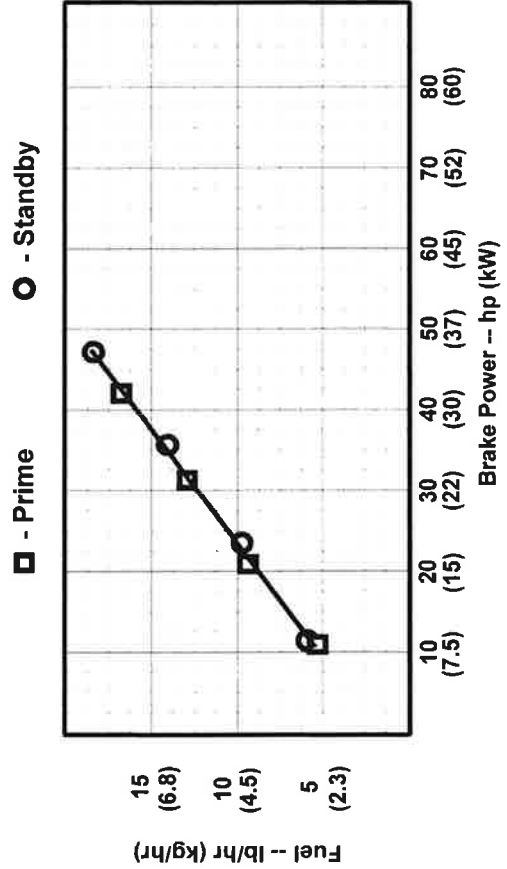
42 hp (31 kW) Prime
 47 hp (35 kW) Standby

Nominal Engine Power @ 1800 RPM			
Prime		Standby	
HP	kW	HP	kW
42	31	47	35

Generator Efficiency %	Fan Power (% of Standby)		Power Factor		Prime Rating		Standby Rating	
	hp	kW	kWe	kVA	kWe	kVA	kWe	kVA
88-92	3.0	2.2	0.8	32-34	25-27	28-30	28-30	35-37

Note 1: Based on nominal engine power.

Note 2: kWe / kVA rating assumes 90% efficiency. Generator Efficiency % will vary.



STANDARD CONDITIONS

Air Intake Restriction.....12 in.H₂O (3 kPa)
 Exhaust Back Pressure.....60 in.H₂O (15 kPa)

Gross power guaranteed within + or - 5% at SAE J1995 and ISO 3046 conditions:
 77 °F (25 °C) air inlet temperature
 29.31 in.Hg (99 kPa) barometer
 104 °F (40 °C) fuel inlet temperature
 0.853 fuel specific gravity @ 60 °F (15.5 °C)

Conversion factors:
 Power: kW = hp x 0.746
 Fuel: 1 gal = 7.1 lb, 1 L = 0.85kg
 Torque: N·m = lb-ft x 1.356

All values are from currently available data and are subject to change without notice.

Notes:

Designed/Calibrated to meet:

- EPA Interim Tier 4
- EU Stage III A

Certified by:

Ref. Engine Emission Label

29 JAN. 13

Performance Curve: 3029TFG89_U89_A18

Engine Installation Criteria

<u>General Data</u>		<u>Electrical System</u>	
Model	3029TFG89	Recommended Battery Capacity, 12V @32 °F (0 °C)	640 amps
Number of Cylinders	3	Recommended Battery Capacity, 24V @32 °F (0 °C)	570 amps
Bore	106 mm	Starter Rolling Current, 12V @32 °F (0 °C)	640 amps
Stroke	110 mm	Starter Rolling Current, 24V @32 °F (0 °C)	570 amps
Displacement	2.9 L	Starter Rolling Current, 12V @-22 °F (-30 °C)	1000 amps
Compression Ratio	17.2 : 1	Starter Rolling Current, 24V @-22 °F (-30 °C)	700 amps
Valves per Cylinder, Intake/Exhaust	1 / 1	Min. Voltage at ECU during Cranking, 12V	6 volts
Firing Order	1-2-3	Min. Voltage at ECU during Cranking, 24V	10 volts
Combustion System	Direct injection	Max. Allowable Start Circuit Resistance, 12V	0.0012 Ohm
Engine Type	In-line, 4-cycle	Max. Allowable Start Circuit Resistance, 24V	0.002 Ohm
Aspiration	Turbocharged	Max. Voltage From Engine to Crankshaft, 12V	0.15 volts
Engine Crankcase Vent System	Open	Max. Voltage From Engine to Crankshaft, 24V	0.15 volts
<u>Physical Data</u>		Max. ECU Temperature	105 °C
Length	717 mm	Max. Alternator Temperature	120 °C
Width	529 mm	Max. Starter Temperature	120 °C
Height	961 mm	Max. Temperature, All Other Electronics	125 °C
Weight, with oil & no coolant (includes engine, flywheel housing, flywheel & electric)	316 kg	<u>Cooling System</u>	
Center of Gravity Location, X-axis From Rear Face of Block	253 mm	Engine Heat Rejection	20.1 kW
Center of Gravity Location, Y-axis Right of Crankshaft	9 mm	Engine Radiated Heat	kW
Center of Gravity Location, Z-axis Above Crankshaft	143 mm	Coolant Flow	110 L/min
Max. Allowable Static Bending Moment At Rear Face of Flywheel Housing with 5-G Load	814 N·m	Thermostat Start to Open	82 °C
Thrust Bearing Load Limit Forward, Intermittent	4003 N	Thermostat Fully Open	94 °C
Thrust Bearing Load Limit Forward, Continuous	2224 N	Engine Coolant Capacity	5.7 Liter
Thrust Bearing Load Limit Rearward, Intermittent	2000 N	Min. Coolant Fill Rate	11 L/min
Thrust Bearing Load Limit Rearward, Continuous	1000 N	Min. Pressure Cap	70 kPa
Max. Continuous Damper Temp	82 °C	Min. Pump Inlet Pressure @203°F (95°C) Coolant	30 kPa
Max. Torsional Vibration, Front of Crank	0.25 DDA	Max. External Coolant Restriction	40 kPa
		Max. Top Tank Temperature	105 °C
		Max. Top Tank Temperature 95% of Operating Hours	100 °C
		Min. Limiting Ambient Temperature	47 °C
			117 °F

Engine Installation Criteria

Exhaust System

Exhaust Flow 8.3 m³/min 293 ft.³/min
 Exhaust Temperature 580 °C 1076 °F
 Max. Allowable Exhaust Restriction 7.5 kPa 30 in. H₂O
 Max. Bending Moment on Turbo Outlet 7.0 N-m 5.2 lb-ft
 Max. Shear on Turbine Outlet 11 kg 24 lb

Air Intake System

Engine Air Flow 3.6 m³/min 127 ft.³/min
 Air Mass Flow 252 kg/hr 556 lb/hr
 Intake Manifold Pressure 74.8 kPa 10.8 psi
 Maximum Allowable Temperature Rise, Ambient Air to Engine Inlet 8 Δ°C 15 Δ°F
 Max. Air Intake Restriction, Clean Air Cleaner 3.75 kPa 15.0 in. H₂O
 Max. Air Intake Restriction, Dirty Air Cleaner 6.25 kPa 25.0 in. H₂O
 Air Cleaner Efficiency 99.9 %

Fuel System

ECU Description NA

Fuel Injection Pump

Stanadyne DB2

Governor Type

Mechanical

Governor Regulation

3-5

Total Fuel Flow

95 kg/hr 209 lb/hr

Fuel Consumption

8.4 kg/hr 18.5 lb/hr

Fuel Temperature Rise, Inlet to Return

17.8 Δ°C 32 Δ°F

Max. Fuel Inlet Restriction

20 kPa 80 in. H₂O

Min. Fuel Inlet Pressure

7.6 kPa 30 in. H₂O

Max. Fuel Inlet Pressure

20 kPa 80 in. H₂O

Max. Fuel Return Pressure

20 kPa 80 in. H₂O

Max. Fuel Inlet Temperature

80 °C 176 °F

Fuel Filter @98% Efficiency

8 mic

Performance Data

Rated Power, Prime 31 kW 42 HP

Rated Power, Standby 35 kW 47 HP

Rated Speed 1800 rpm

Rated Torque, Prime 164.5 N-m 121 lb-ft

Rated Torque, Standby 185.7 N-m 137 lb-ft

BMEP, Prime 714 kPa 104 psi

Altitude Capability 3000 m 9843 ft

Friction Power @Rated Speed 16 kW 21 HP

Air:Fuel Ratio 29.5 : 1

Smoke @Rated Speed Bosch No.

Noise @1 m 92.5 dB(A)

0-100% Standby Load Acceptance 0.6 sec

Load Acceptance, ISO 8528-5 G3

Lubrication System

Oil Pressure at Rated Speed 48 psi

Oil Pressure at Low Idle NA

Max. Oil Carryover in Blow-By NA

Max. Airflow in Blow-By NA

Max. Crankcase Pressure 2 in. H₂O

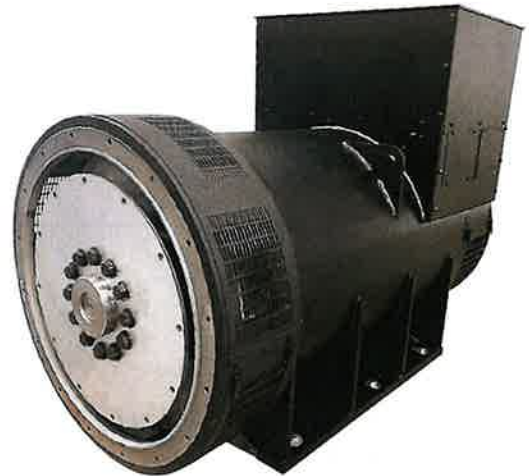
Fuel Consumption	Prime		Standby	
	lb/hr	kg/h	lb/hr	kg/h
25 % Power	5.5	2.5	6.0	2.7
50 % Power	9.0	4.1	9.7	4.4
75 % Power	13.0	5.9	14.1	6.4
100 % Power	16.8	7.6	18.5	8.4

BLUE STAR

Power Systems Inc.

Industrial Alternators

Blue Star Power Systems, Inc. utilizes the highest quality alternators available. Our industrial alternators provide consistent performance, quality design, and great durability required for long life and versatility. Alternators used by Blue Star Power Systems, Inc. are UL and CSA Listed, which guarantees that each one meets the rigorous demands of industrial power generation and will provide safe and effective service for the life of the alternator. Blue Star Power Systems, Inc. alternators range from 20 kWe through 2000 kWe.



Standard Features

- **Enhanced Ventilation**
Created by a high-efficiency fan that optimizes internal airflow patterns, maximizes heat transfer, and minimizes hot spot differentials for extended winding life.
- **Fully Guarded**
For operator safety and alternator protection. No rotating or electrically energized parts are exposed. All openings are covered by louvers or screens.
- **Large Conduit Box**
Provides ample space for easy connections and allows load line access from all sides, top, or bottom.
- **Design Specs and Agency Approvals**
All Blue Star Power Systems, Inc. alternators are UL and CSA Listed (unless specified otherwise) and meet NEMA MG1-32, BS5000, CSA C22.2, IEC 34 and VDE 0530 requirements.
- **Class H Insulation System**
Utilizes an unsaturated polyester varnish for optimal insulation life and superior moisture protection.
- **Optimized Windings**
Provide low reactances and exceptional motor starting capability. The stator windings utilize a 2/3 pitch to minimize harmonic distortion and facilitate parallel operation.
- **Permanent Magnet Generator (optional)**
Ensures 300% short circuit current during fault conditions and provides the regulator with input power isolated from load distortion.
- **Heavy-Duty Bearing**
Resists contamination and gives a life expectancy up to 40,000 hours.
- **Automatic Voltage Regulator**
Provides accurate 1% regulation, under-speed protection, stability adjustment to optimize transient performance, and EMI filtering to commercial standards. Fully encapsulated for rugged durability in virtually any environment.

STAMFORD

S1L2-K1 Winding 311 / 711

S1L2-K1 - Technical Data Sheet

Standards

STAMFORD industrial alternators meet the requirements of IEC EN 60034 and the relevant section of other international standards such as BS5000, VDE 0530, NEMA MG1-32, IEC34, CSA C22.2-100 and AS1359. Other standards and certifications can be considered on request.

Quality Assurance

Alternators are manufactured using production procedures having a quality assurance level to BS EN ISO 9001.



Excitation and Voltage Regulators

Excitation System	
AVR Type	AVR Power
AS540	Self-Excited / Aux winding
Voltage Regulation	± 1%
No Load Excitation Voltage (V)	15 V
Full Load Excitation Voltage (V)	44 V

STAMFORD

S1L2-K1 Winding 311 / 711

Electrical Data								
Insulation System	Class H							
Stator Winding	Double Layer Concentric							
Winding Pitch	Two Thirds							
Winding Leads	12							
Winding Number	311/711							
Number of Poles	4							
IP Rating	IP23							
RFI Suppression	EN 61000-6-2 & EN 61000-6-4, refer to factory for others							
Waveform Distortion	NO LOAD < 2% NON-DISTORTING BALANCED LINEAR LOAD < 5.0%							
Short Circuit Ratio	1/Xd							
Steady State X/R Ratio	6.5							
	50 Hz				60 Hz			
Telephone Interference	THF<2%				TIF<50			
Voltage Series Star	380/220	400/231	415/240	440/254	416/240	440/254	460/266	480/277
Voltage Parallel Star	190/110	200/115	208/120	220/127	208/120	220/127	230/133	240/138
Voltage Series Delta	220/110	230/115	240/120	254/127	240/120	254/127	266/133	277/138
kVA Base Rating (Class H)	36.6	40	40	N/A	42.2	44.8	N/A	48
Saturated Values in Per Unit at Base Ratings and Voltages								
Xd Dir. Axis Synchronous	2.652	2.616	2.430		2.551	2.421		2.180
X'd Dir. Axis Transient	0.153	0.151	0.140		0.147	0.139		0.126
X''d Dir. Axis Subtransient	0.120	0.118	0.110		0.115	0.110		0.099
Xq Quad. Axis Reactance	1.148	1.132	1.052		1.105	1.048		0.944
X''q Quad. Axis Subtransient	0.162	0.159	0.148		0.155	0.147		0.133
XL Stator Leakage Reactance	0.077	0.076	0.071		0.075	0.071		0.064
X2 Negative Sequence Reactance	0.204	0.201	0.187		0.196	0.186		0.168
X0 Zero Sequence Reactance	0.041	0.041	0.038		0.040	0.038		0.034
Unsaturated Values in Per Unit at Base Ratings and Voltages								
Xd Dir. Axis Synchronous	3.262	3.217	2.989		3.138	2.978		2.681
X'd Dir. Axis Transient	0.176	0.173	0.161		0.169	0.160		0.144
X''d Dir. Axis Subtransient	0.140	0.139	0.129		0.135	0.128		0.115
Xq Quad. Axis Reactance	1.183	1.166	1.084		1.138	1.080		0.972
X''q Quad. Axis Subtransient	0.194	0.191	0.178		0.186	0.177		0.159
XL Stator Leakage Reactance	0.088	0.086	0.080		0.084	0.080		0.072
X2 Negative Sequence Reactance	0.245	0.242	0.224		0.236	0.224		0.201
X0 Zero Sequence Reactance	0.049	0.048	0.044		0.047	0.044		0.040
Time Constants (Seconds)								
T'd TRANSIENT TIME CONST.	0.029							
T''d SUB-TRANSTIME CONST.	0.003							
T'do O.C. FIELD TIME CONST.	0.231							
Ta ARMATURE TIME CONST.	0.007							

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S1L2-K1 Winding 311 / 711

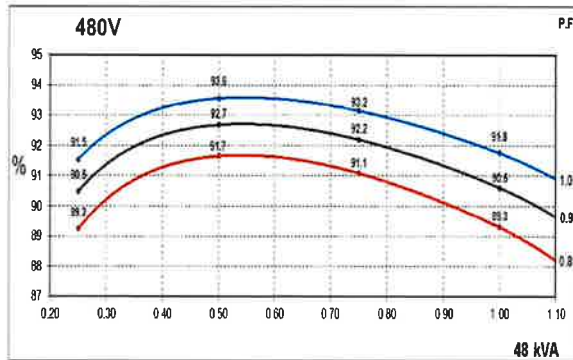
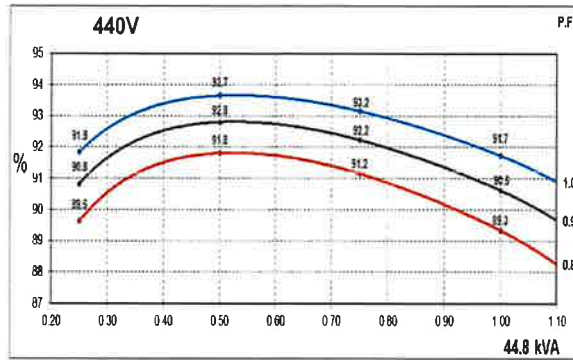
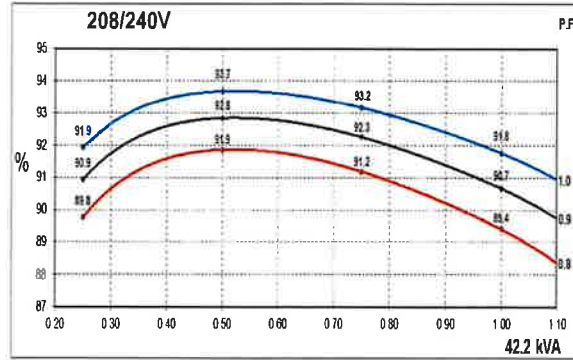
Resistances in Ohms (Ω) at 22°C		
Stator Winding Resistance (Ra)	0.177 Ω per phase series star connected	
Rotor Winding Resistance (Rf)	0.965 Ω	
Exciter Stator Winding Resistance	15.5 Ω	
Exciter Rotor Winding Resistance	0.112 Ω per phase	
Positive Sequence Resistance (R1)	0.221 Ω	
Negative Sequence Resistance (R2)	0.255 Ω	
Zero Sequence Resistance (R0)	0.221 Ω	
Aux Winding Resistance (with winding 711 only)	3.91 Ω	
Mechanical data		
Cooling Air	0.177 m ³ /sec (50Hz)	0.212 m ³ /sec (60Hz)
Shaft and Keys	All alternator rotors are dynamically balanced to better than BS6861: Part 1 Grade 2.5 for minimum vibration in operation.	
Bearing	Single Bearing	
Weight Complete Alternator	177.39 kg	
Weight Wound Stator	74.97 kg	
Weight Wound Rotor	66.76 kg	
Moment of Inertia	0.2978 kgm ²	
Shipping weight in a Crate	224 kg	
Packing Crate Size	1050X570X960 mm	
Maximum Over Speed	2250 RPM for two minutes	
Bearing Drive End	N/A	
Bearing Non-Drive End	Ball Bearing, 6306-2RS1	

STAMFORD

S1L2-K1 Winding 311 / 711

Three Phase Efficiency Curves

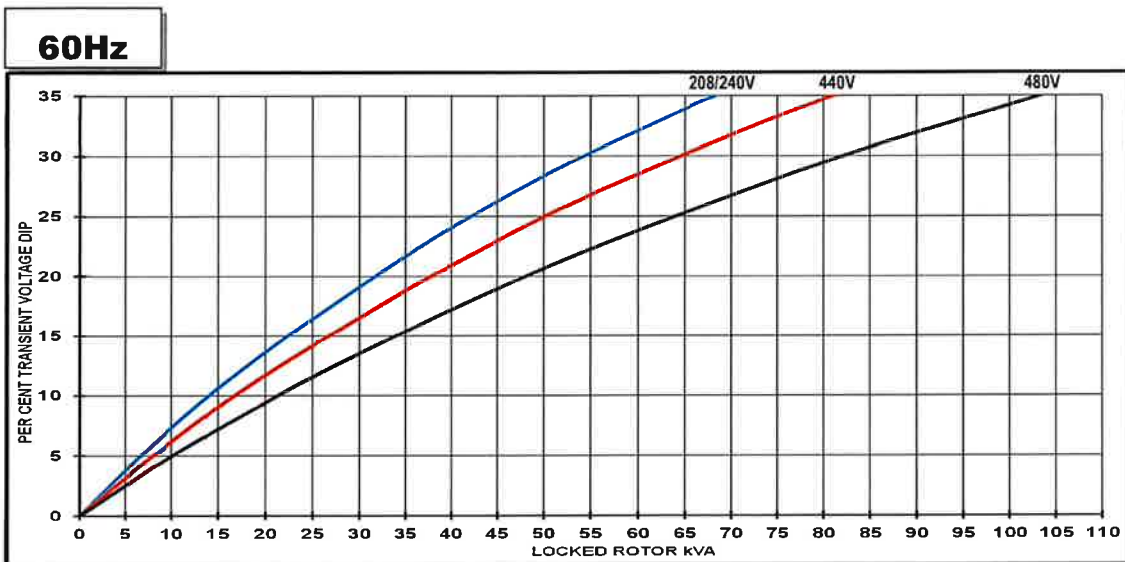
60Hz Curves



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S1L2-K1 Winding 311 / 711

Locked Rotor Motor Starting Curves



Transient Voltage Dip Scaling Factor		Transient Voltage Rise Scaling Factor
PF	Factor	For voltage rise multiply voltage dip by 1.25
< 0.5	1.00	
0.5	0.97	
0.6	0.93	
0.7	0.90	
0.8	0.85	
0.9	0.83	
1.0	0.80	

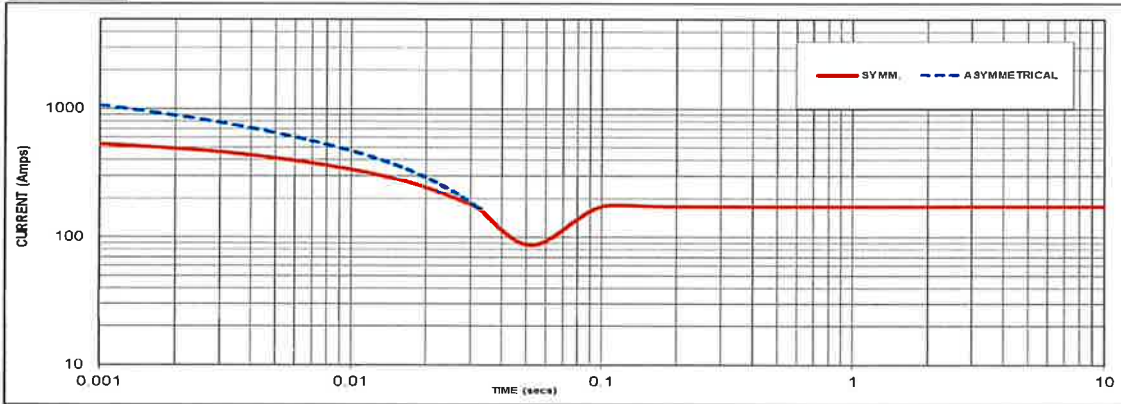
STAMFORD

S1L2-K1 Winding 711

Three-phase Short Circuit Decrement Curve

Note: Applicable only for Winding 711 (Auxiliary winding).
Winding 311 (no Auxiliary winding) will not provide short circuit capability.

60Hz



Sustained Short Circuit = 174 Amps

Note 1
 The following multiplication factors should be used to adjust the values from curve between time 0.001 seconds and the minimum current point in respect of nominal operating voltage :

50Hz		60Hz	
Voltage	Factor	Voltage	Factor
380V	N/A	416V	X 1.00
400V	X 1.00	440V	X 1.06
415v	X 1.04	460V	N/A
440V	N/A	480V	X 1.15

The sustained current value is constant irrespective of voltage level

Note 2
 The following multiplication factor should be used to convert the values calculated in accordance with NOTE 1 to those applicable to the various types of short circuit :

	3-phase	2-phase L-L	1-phase L-N
Instantaneous	x 1.00	x 0.87	x 1.30
Minimum	x 1.00	x 1.80	x 3.20
Sustained	x 1.00	x 1.50	x 2.50
Max. sustained duration	10 sec.	5 sec.	2 sec.

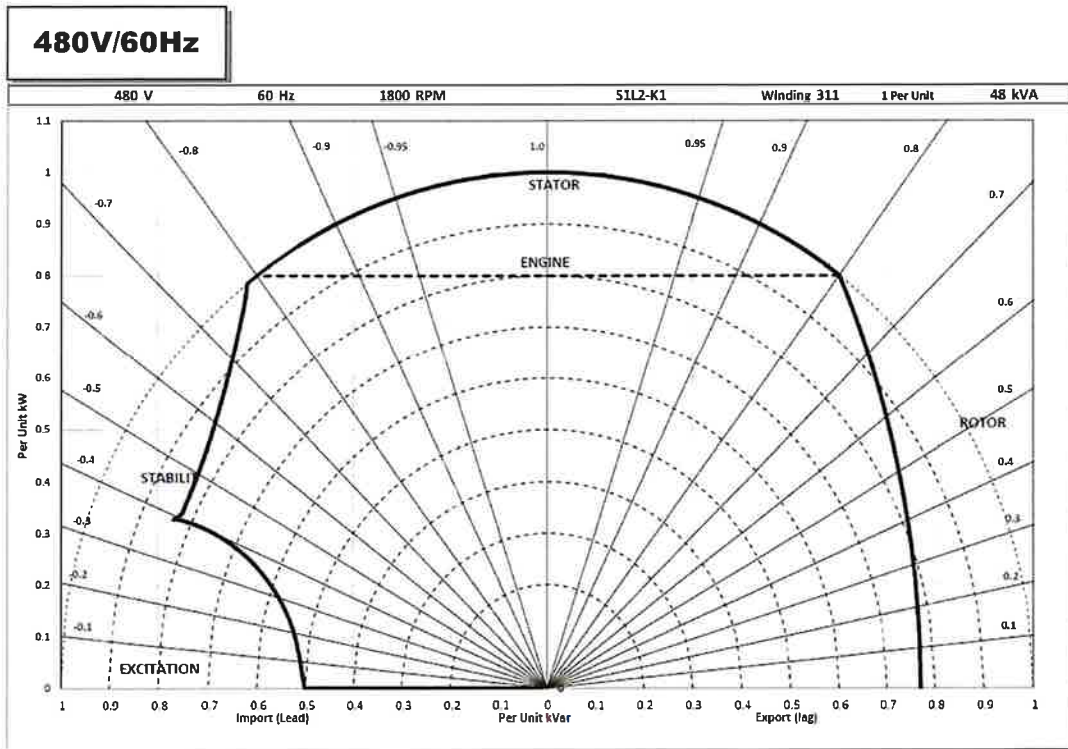
All other times are unchanged

Note 3
 Curves are drawn for Star connected machines under no-load excitation at rated speeds. For other connection the following multipliers should be applied to current values as shown :
 Parallel Star = Curve current value X 2
 Series Delta = Curve current value X 1.732

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S1L2-K1 Winding 311/711

Typical Alternator Operating Charts



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S1L2-K1 Winding 311 / 711

RATINGS AT 0.8 POWER FACTOR

		Standby - 163/27°C				Standby - 150/40°C				Cont. H - 125/40°C				Cont. F - 105/40°C			
60 Hz	Series Star (V)	416	440	460	480	416	440	460	480	416	440	460	480	416	440	460	480
	Parallel Star (V)	208	220	230	240	208	220	230	240	208	220	230	240	208	220	230	240
	Delta (V)	240	254	266	277	240	254	266	277	240	254	266	277	240	254	266	277
	kVA	46.5	49.3	N/A	52.8	45.2	47.9	N/A	51.2	42.2	44.8	N/A	48.0	38.4	40.7	N/A	43.7
	kW	37.2	39.4	N/A	42.2	36.2	38.3	N/A	41.0	33.8	35.8	N/A	38.4	30.8	32.6	N/A	35.0
	Efficiency (%)	88.3	88.3	N/A	88.2	88.7	88.6	N/A	88.6	89.4	89.3	N/A	89.3	90.1	90.1	N/A	90.0
	kW Input	42.1	44.7	N/A	47.9	40.8	43.3	N/A	46.2	37.8	40.1	N/A	43.0	34.1	36.1	N/A	38.8

De-Rates

All values tabulated above are subject to the following reductions:

- 3% for every 500 meters by which the operating altitude exceeds 1000 meters above mean sea level
- 3% for every 5°C by which the operational ambient temperature exceeds 40°C
- For any other operating conditions impacting the cooling circuit please refer to applications

Note: Requirement for operating in an ambient exceeding 60°C and altitude exceeding 4000 meters must be referred to applications.

Dimensional and Torsional Drawing

For dimensional and torsional information please refer to the alternator General Arrangement and rotor drawings available on our website (<http://stamford-avk.com/>)

Note: Continuous development of our products means that the information contained in our data sheets can change without notice, and specifications should always be confirmed with Cummins Generator Technologies prior to purchase.

BLUE STAR

Power Systems Inc.

AS540 Voltage Regulator

AS540 is a half wave phase controlled thyristor type AVR and forms part of the excitation system for a brushless generator. The design employs Surface Mount Technology (SMT) for high integration of features in a small footprint AVR.



Voltage Adjustment

The screwdriver adjustable potentiometer adjusts the generator output voltage. Adjustment clockwise increases the generator output voltage.

When using a remote voltage adjust rheostat, remove the jumper wire across terminals 1 and 2 and install a 1k ohm 1 watt rheostat. This will give $\pm 10\%$ voltage variation from the nominal.

Stability Adjustment

The AVR includes a stability or damping circuit to provide good steady state and transient performance of the generator.

A switch is provided to change the response of the stability circuit to suit different frame size generators and applications.

The correct setting of the Stability adjustment can be found by running the generator at no load and slowly turning the stability control anti-clockwise until the generator voltage starts to become unstable.

The optimum or critically damped position is slightly clockwise from this point (i.e. where the machine volts are stable but close to the unstable region).

Under Frequency Roll Off (UFRO) Adjustment

The AVR incorporates an underspeed protection circuit which gives a volts/Hz characteristic when the generator speed falls below a presettable threshold known as the "knee" point.

The red Light Emitting Diode (LED) gives indication that the UFRO circuit is operating.

The UFRO adjustment is preset and sealed and only requires the selection of 50/60Hz using the jumper link.

For optimum setting, the LED should illuminate as the frequency falls just below nominal, i.e. 47Hz on a 50Hz system or 57Hz on a 60Hz system.

Specifications

Sensing Input

Voltage	190VAC to 265VAC 1 phase
Frequency	50-60 Hz Nominal

Power Input

Voltage	95 to 265VAC 1 phase
Frequency	50 to 60 Hz Nominal

Power Output

Voltage	95 to 265VAC 1 phase only
Current	Continuous 4A Transient 7.5A for 10 secs
Resistance	15 ohms Minimum

Regulation +/- 1.0%

Thermal Drift

0.03% per 1°C change in AVR ambient temperature

Typical System Response

AVR Response	20 ms
Field Current to 90%	80 ms
Machine Volts to 97%	300 ms

External Voltage Adjustment +/-10% with 1k ohm 1 watt trimmer

Under Frequency Protection

Set Point	95 to 98% Hz
-----------	--------------

Unit Power Dissipation 12 watts Maximum

Build-up Voltage Required

AVR Terminals	5VAC
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Over-Voltage Detection

Set Point	65VDC
Time Delay	10 to 15 seconds (Fixed)

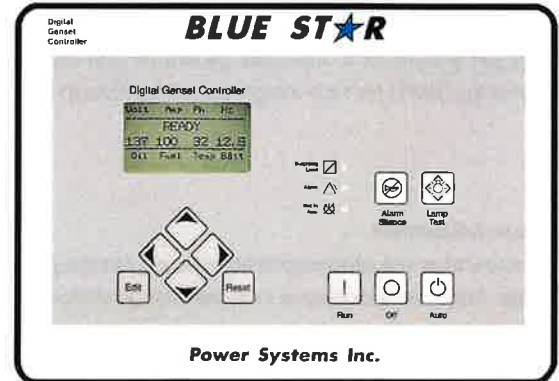
DGC-2020 Control Panel

BLUE STAR
Power Systems Inc.

Blue Star Power Systems, Inc. Digital Generator Set Control Panel (DGC-2020) is a highly advanced integrated generator set control system. The DGC-2020 is perfectly focused, combining rugged construction and microprocessor technology to offer a product that will hold up to almost any environment and flexible enough to meet your application's needs. This device provides generator set control, transfer switch control, metering, protection and programmable logic in a simple, easy to use, reliable, rugged, and cost effective package.

Highlights

- UL Recognized, CSA & CE approved
- Remote communication options
- Microprocessor based
- Rugged encapsulated construction
- Complete system metering



Standard Features

- Generator Metering
- Engine Metering
- Generator Set Control
- Engine Protection:
 - Oil Pressure
 - Engine Temperature
 - Overspeed
 - Overcrank
- BESTCOMS Plus:
 - Programming and Setup Software
 - Intuitive and Powerful
 - Remote Control and Monitoring
 - Programmable Logic
 - USB Communications
- SAE J1939 Engine ECU Communications (Where Applicable)
- Extremely Rugged, Fully Encapsulated Design
- 16 Programmable Inputs
- 7 Contact Outputs: (3) 30ADC and (4) Programmable 2ADC Rated Contacts
- Wide Ambient Temperature Range
- UL Recognized, CSA Certified, CE Approved
- HALT (Highly Accelerated Life Test) Tested
- IP54 Front Panel Rating with Integrated Gasket
- NFPA110 Level One Compliant
- Real Time Clock with Battery Backup and Event Log
- Emergency Stop Pushbutton
- Current Sensing: 5A CT inputs
- Generator Frequency: 50/60 Hz
- LCD Display Heater to -40°F
- Event Recording (up to 99 occurrences)

Standard Gen-Set Monitoring

- Generator parameters: voltage, current, frequency, real power (Watts), apparent power (VA), and power factor
- Engine parameters: oil pressure, coolant temperature, RPM, battery voltage, fuel level, engine runtime, and various J1939 supported parameters where applicable

Standard Engine Control Functions

Cranking Control

- Cyclic or Continuous (Fully Programmable)

Successful Start Counter

- Counts and Records Successful Engine Starts

Timers

- Engine Cooldown Timer (Specify)
- Engine Maintenance Interval Timer (Specify)
- Pre-Alarm Time Delays for Weak/Low Battery Voltage
- Alarm Time Delay for Overspeed

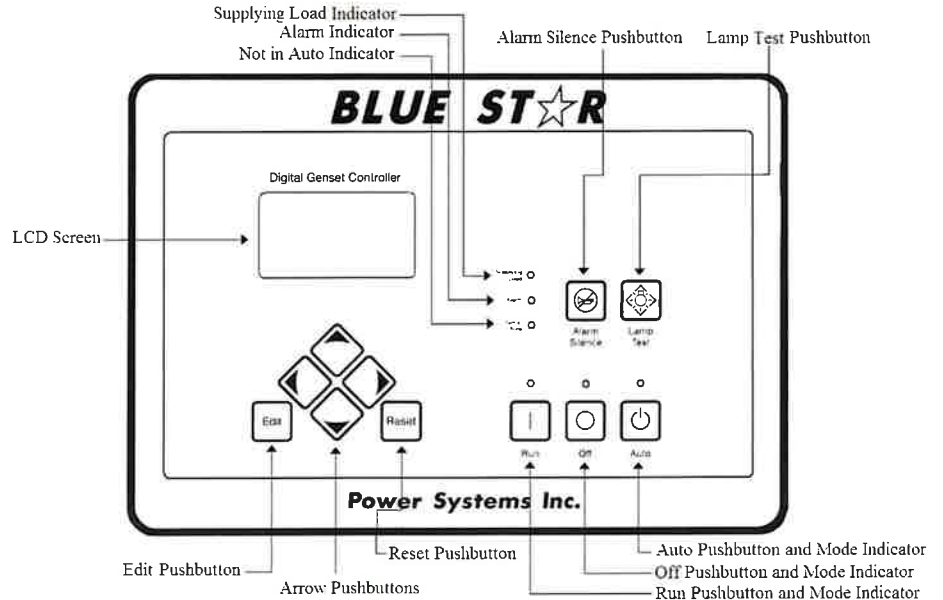
- Alarm Time Delay for Sender Failure
- Arming Time Delays After Crank Disconnect:
 - Low Oil Pressure
 - High Coolant Temperature
 - Pre-Crank Delay
- Continuous/Cyclic Cranking Timing Sequence

DGC-2020 Control Panel



Front Panel LED Indicators:

- Run: Green – Indicates controller is in the RUN mode
- Off: Red – Indicates controller is in the OFF mode
- Auto: Green – Indicates unit is in the AUTO mode
- Not in Auto: Red – Indicates DGC-2020 is not in AUTO mode
- Supplying Load: Green – Indicates system is supplying current to a connected load
- Alarm: Red – Indicates an alarm situation by continuous illumination
A pre-alarm will flash



Standard Engine Protection Functions

Pre-Alarms (Warnings)

- Low Oil Pressure
- High Coolant Temperature
- Low Coolant Temperature
- Battery Overcharge (High Voltage)
- Weak Battery (Low Voltage)

- Battery Charger Failure
- Engine Sender Unit Failure
- Engine kW/e Overload
- Maintenance Interval Timer
- Low Fuel Level
- Fuel Leak Detect

Alarms (Shutdowns)

- Low Oil Pressure
- High Coolant Temperature
- Overspeed
- Overcrank
- Fuel Sender Failure

- All alarms and pre-alarms can be configured via the BESTCOMSPlus PC software or the front panel.

Optional Features

- Generator Protection 27(2), 32, 40Q, 51(2), 59(2), 81O, 81U
- Enhanced Generator Protection - 51 and 47
- Selection of Integrating Reset or Instantaneous Reset Characteristics for Overcurrent Protection
- Remote Communication to RDP-110 / NFPA-110 Compliant Remote Annunciator
- Additional (8) Programmable 2ADC Contacts
- Remote Dial-out and Dial-in Capability with Modem
- Modbus Communications with RS-485
- Expandable I/O Capability via J1939 CANBUS
- Automatic Transfer Switch Control
- Remote Emergency Stop
- Multilingual Capability
- High Fuel Level Pre-Alarm
- Critical Low Fuel Level Alarm
- Analog Meters

Generator Protection

- Undervoltage (27)
- Underfrequency (81U)
- Overcurrent (51)
- Reverse Power (32)
- Phase Imbalance (47)
- Overvoltage (59)
- Overfrequency (81O)
- Phase Imbalance (57)
- Loss of Excitation (400)
- Generator Overcurrent (51)

All generator protection features are programmable as alarms or pre-alarms.

DGC-2020 Control Panel



Contact Outputs

For those applications where more output contacts are needed, the DGC-2020 can be adapted to include 8 additional 2ADC rated dry contact outputs. These are real contacts and not the solid-state type that require additional external circuitry to properly operate. These contacts are fully programmable via the easy-to-use BESTCOMSPPlus PC software and can be assigned to numerous user-defined functions.

DC Voltage Panel Mounted Modem

The DGC-2020 can provide long distance communication by adding a modem. When a modem is used, the user can access the DGC-2020 from virtually anywhere via a dedicated telephone line. The user can monitor and control the gen-set as if standing right in front of it. The DGC-2020 can also dial out for pre-programmed circumstances to alert the user of selected situations.

RS-485 Communication

When the RS-485 option is selected, the user can send and receive information from the DGC-2020 via the RS-485 communications port and Modbus protocol. This feature allows the DGC-2020 to be fully integrated into the building management system. Please see the instruction manual for the Modbus register list.

Enhanced Generator Protection

In addition to the standard generator protection (27, 59, 81O, 81U) the DGC-2020 can be equipped with a more sophisticated generator protection system. This option provides an overcurrent element (51) with 17 selectable time current characteristic curves and a voltage phase balance protection function.

Transfer Switch Control (Mains Failure)

The DGC-2020 monitors utility (mains) and determines if it is providing power that is suitable for the loads. If the utility supply goes outside of predetermined levels, the generator is started and the utility is disconnected from the load and the generator is connected. When the utility returns to acceptable levels for a sufficient time, the generator is disconnected and the utility is reconnected to the load. It also includes appropriate adjustable timers or time delays for establishing stable utility operation.

Contact Expansion Module (CEM)

The CEM add-on module increases the contact input and contact output capability adding 10 contact inputs and 24 form C contact outputs. This module communicates to the DGC-2020 via SAE J1939 CANBUS and allows the user to program the functionality of these inputs and outputs in the BESTCOMS programmable logic program. The user can add labels for the inputs and outputs that appear on BESTCOMS front panel, and in the programmable logic. All the functionality can be assigned to these inputs and outputs as if they were an integrated part of the DGC-2020. The CEM-2020 module has all of the environmental ratings, like the DGC-2020, including a model for UL Class1 Div2 applications (consult price list for part number). The output ratings of the form C contacts are: (12 contacts) 10A @ 30VDC and (12 contacts) 2A @ 30VDC. The 2A rated contacts are gold flash contacts for low current circuits. The CEM-2020 terminals accept a maximum wire size of 12 AWG while the chassis ground requires 12 AWG wire. The CEM-2020 provides the user with the flexibility to use the same model DGC-2020 gen-set controller for simple applications or more complicated applications that require contact functionality or duplication of contacts for remote annunciation. Flexibility is one of the benefits of the DGC-2020, and this add-on module enhances that benefit even further.

ModBus TCP/RTU (NetBiter RTU-TCP Gateway)

NetBiter® RTU-TCP Gateway connects the fully enhanced DGC-2020 with Ethernet and mobile networks. The gateway acts as a transparent bridge translating DGC-2020 Modbus registers allowing control systems, such as PLCs, SCADA, etc. to communicate over Ethernet. One gateway is required per generator allowing multiple generator sets to be accessed and monitored simultaneously. Note: This option does not interface with BESTCOMSPPlus software. Features include: connectivity between serial Modbus devices and the Modbus TCP; RS-232, RS-485 and RS-422 connectivity; Ethernet and mobile network connectivity; 10/100 Mbit/s Ethernet; web-based configuration; DIN rail mounting; and network and serial status indicators.

Load Share Module 2020 (LSM-2020)

The LSM is an easy to connect and use add-on module for the DGC-2020 to allow the DGC-2020 to control the kW load sharing of multiple generator sets. The LSM-2020 is remotely mounted and communicates to the DGC-2020 via J1939 CANbus communications.

BLUE STAR

Power Systems Inc.

Paint & Powder Coat

Generator Set

Blue Star Power Systems, Inc. completely paints all of its generator sets in our state-of-the-art downdraft paint booth. It begins with an extensive cleaning of the unit through sanding and a full wipe down using an alkaline-based cleaner. Once completely clean, the unit is then painted with Cardinal Industrial Semigloss paint. Electrostatic paint equipment ensures correct and even coverage. The unit then receives a complete covering of Cardinal Industrial Clear Coat in a hammer texture to provide extra protection and a durable long-lasting easy-to-clean finish.

Performance Characteristics

- 3.0+ Mils TDFT
- Xenon Arc 1100 hours - Excellent Weatherability
- 1000 Hour Salt Spray - Over Primer - Passed (3.0 Mils Total TDFT)
- Adhesion, Crosshatch - 5B
- Gloss 90+ @ 60°

Generator Set Enclosure

Blue Star Power Systems, Inc. provides Cardinal Industrial Hammer Textured Semi-Gloss Polyester Powder Coating as standard on all our enclosures. Long term exterior durability, high performance mechanical properties and high gloss are standard characteristics of Cardinal Powder Coating. Cardinal TGIC Polyester Coating exceeds UL 2200 & CSA requirements.

Performance Characteristics

- Cured Powder Properties 2.0+ Mils DFT
- PCI Powder Smoothness 1 Mil
- Pencil Hardness 2H+
- Flexibility 1/8 in Diameter - No Fracture
- Salt Spray ASTM-B117 1000 Hours - Pass
- Humidity ASTM-02247 1000 Hours - Pass
- Adhesion, Crosshatch - 5B
- Gloss 90+ @ 60°

Standard Colors

White | T012-WH260

Gray | C013-GR08

Custom Colors

Custom Colors: Blue Star Power Systems, Inc. offers custom color options for your generator set enclosure. Cardinal is licensed by PANTONE® to accurately simulate both the PANTONE MATCHING SYSTEM® colors and the PANTONE® Textile Color System® with our powder and liquid coatings. Additional Charges apply.



Sub-Base Fuel Tanks

Blue Star Power Systems, Inc. provides either Diamond Vogel Nexgen Technology Paint or Cardinal Industrial Hammer Textured Semi-Gloss Polyester Powder Coat on all of our sub-base fuel tanks. Nexgen and Cardinal Industrial both offer excellent coverage and performance characteristics. Nexgen and Cardinal Industrial both exceed UL requirements.

Performance Characteristics

- 3.0+ Mils TDFT
- Xenon Arc 1100 Hours
- 500 Hour Salt Spray - Over Primer - Passed (3.0 Mils Total TDFT)
- Adhesion Crosshatch - 5B
- Gloss 90+ @ 60°

Standard Color

Jet Black | IB-9541



BLUE STAR

Power Systems Inc.

Enclosures

Blue Star Power Systems, Inc. enclosures are specifically designed for optimal protection against the elements. They are designed to protect the entire system from even the most extreme environments, and to reduce sound levels to most specified requirements. Blue Star Power Systems, Inc.'s vast flexibility allows the design of standard enclosures to meet most specifications or requirements. All standard enclosure models are constructed of 14 gauge steel and feature a pitched roof for increased structural integrity and superior watershed. All enclosures feature a rugged UL listed hammer powder coat finish as standard for a long lasting and durable finish in standard white or gray. Custom colors are available as specified.

Enclosure Design Features

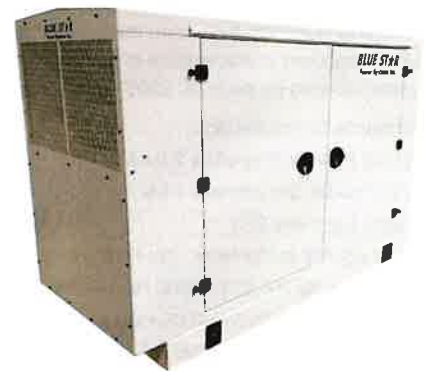
- UL 2200 & CSA Listed as standard
- All enclosure models are 200 MPH wind rating certified in accordance with IBC2018 and ASCE/SEI 7-16 standards.
- Lockable gasketed doors with draw down latches and Stainless Steel component hinges
- All Stainless Steel fasteners
- UL & CSA listed extreme-wear hammer powder coat finish
- Pitched roof for high structural integrity and superior watershed
- Above-door drip guards
- Optimal airflow means no cooling system de-rates on most models
- Internally mounted exhaust silencers standard up to 600 kW
- Sound attenuation options
- Stainless Steel and Aluminum enclosure options



Level 1

Weather Proof Enclosure

Blue Star Power Systems, Inc. Level 1 enclosures have the rugged construction and weather proof protection required for most outdoor environments. These enclosures will effectively protect the gen-set through high wind (200 MPH), rain, snow, and other extreme weather conditions. Weather proof enclosures feature standard hinged lockable doors, a pitched roof to prevent water accumulation and improved structural integrity. The enclosure is painted with extreme-wear UL and CSA listed hammer powder coat finish.



Level 2

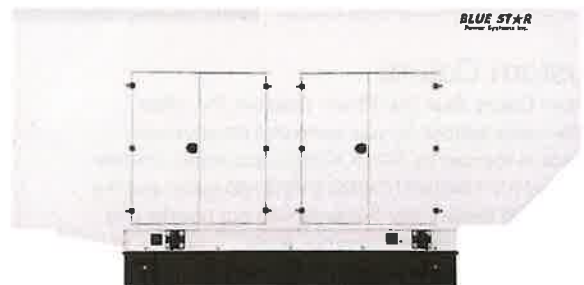
Weather Proof Enclosure with Foam

Blue Star Power Systems, Inc. Level 2 enclosures include all of the same great features of the Level 1 enclosures, and include even more. With the addition of high performance 1.5" Type D Sound Attenuating Foam, our Level 2 Enclosures offer an even lower dBA rating with the same great weather proof protection.

Level 3

Sound Attenuated Enclosure

Blue Star Power Systems, Inc. Level 3 enclosures feature the same great weather proof protection and standard features as the Level 1 & 2 enclosure models, but with a greater emphasis on reducing sound levels. Standard Level 3 features include the same high performance 1.5" type D sound attenuating foam, and also feature the addition of a separate frontal exhaust sound chamber and dual rear air intake to ensure that your system runs exceptionally quiet. These features make this enclosure among the best in the industry for noise reduction and quality.





Sound Attenuation Foam

Polydamp® Type D Acoustical Foam, (PAF) is an acoustical grade, open cell, flexible ether based urethane foam designed to give maximum sound absorption for a given thickness. It has excellent resistance to heat, moisture and chemicals. All applications use 1.5" foam as standard.



Foam Characteristics Sound Absorption: Nominal values of random incidence sound absorption coefficient per ASTM C384-77 for Plain/Tufflylm

Foam Thickness	125	250	500	1000	2000	4000
(1.5 in) 38.1 mm	15/20	27/49	60/96	77/93	90/82	98/67
(2.0 in) 50.8 mm	20/30	40/66	90/98	100/96	96/85	100/75

	Test Standard	U.S. Standard	Service Temperature
Density, Nominal: (lb/ft3-kg/m3)	ASTM-D-3574-91	1.85	Continuous -45°F (-43°C) TO 212°F (100°C) Intermittent 250°F (121°C)
Tensile Strength: (PSI-KPa)	ASTM-D-3574-91	12	Flame Resistance UL94 HF-1 FAR.853(B) PASS SAEJ-369(B) PASS MVSS-302 PASS DIN PASS
Elongation, %	ASTM-D-3574-91	120	Humidity Resistance Excellent; no significant decrease in tensile strength or elongation after 5 hrs. of steam autoclave at 250°F (121°C) per ASTM D3574-86, Test J.
Tear Resistance: (lb/in - N/M)	ASTM-D-3574-91	1.3	Chemical Resistance Excellent - no significant change in strength after 4 weeks immersion in common solvents, alkalies, acids, and water.
IFD: (PSI - KN/M2)	ASTM-D-3574-91	30	Estimated Service Life: Min. 10 years at 80F (27°C) and 95% R.H.
Compression Set (50%): %	ASTM-D-3574-91	10	
Air Permeability (Tested at 1" thickness): (Rayles/M)	ASTM C-522		
Thermal Conductivity			
(BTU/hr. ft2, °F/in.)	ASTM C-177	0.25	

Adhesive Characteristics

P4 is a high performance unsupported acrylic pressure sensitive adhesive exhibiting aggressive tack, high peel and shear, and good heat resistance. In addition, it has good chemical and plasticizer resistance as well as excellent long term aging and the ability to withstand environmental extremes.

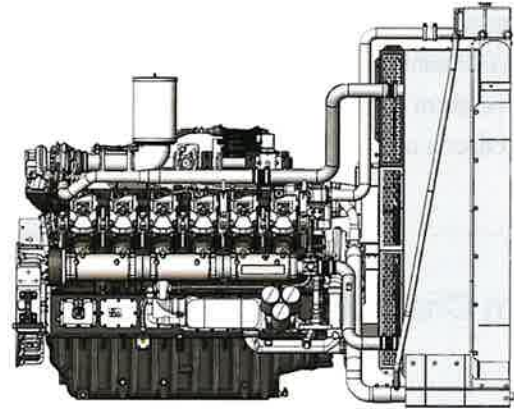
Adhesive Thickness (Nominal)	0.004"
Color of Adhesive	Water Clear
Release Liner	76 lb Polycoated bleached kraft paper
Service Temperature	-40°F +200°F

BLUE STAR

Power Systems Inc.

Radiators

Blue Star Power Systems, Inc. radiators offer a variety of styles and configurations including radiator and charged air assemblies, radiator and aftercooler assemblies with durable core construction. Our radiators are compact and efficient meeting the most stringent enclosure footprint requirements. All radiators are sized for 50°C (122°F) ambient. The single-source design ensures a perfect match with your generator set package.



Radiator Features

Standard Radiator Package

- Engine-specific tank design with variant coolant connection locations and sizes (dependant on engine size)
- Complete cooling package with mounting foot and plumbing kit
- All steel construction of top and bottom tanks
- Dual Core designs -
 - Jacket Water / Charged Air Circuit
 - Jacket Water / After Cooler Circuit
- Individual radiators designed to meet manufacturer's specific requirements
- Top tank has built in expansion capacity - no need for an external recover tank
- Full or partial deration system built into the top tank
- Standard cooling package includes fan shroud & fan guard
- Corrosion preventive options:
 - Hot dipped galvanizing on all steel parts or stainless steel
 - Epoxy coated cores

Fan-On Radiator Design

- Engine-specific tank design with variant coolant connection locations and sizes (dependant on engine size)
- Rigid built construction for fan support
- High speed bearings within pillow blocks
- Dual Core designs with variable jacket water / after cooler circuit designs
- All steel construction of top and bottom tanks
- Individual radiators designed to meet manufacturer's specific requirements

Circuit Breakers



Blue Star Power Systems, Inc. MC (Molded Case) Series Circuit Breakers are the highest quality in the industry. They will protect the power system and corresponding equipment from damaging fault currents circuits and overloads.

80% Rated Circuit Breakers

80% rated breakers can only be applied continuously at 80% of the rated breaker. Tripping of the circuit breaker if the current goes above 80% will depend on the amount of current and the duration.

100% Rated Circuit Breakers

100% rated breakers can be applied at 100% of their current rating continuously.

Accessories

Shunt Trip - Provides a means of tripping the circuit breaker from a remote source by energizing a solenoid in the breaker. This can be achieved through the panel faults such as engine shutdowns, overcurrent, etc. The circuit breaker will have to be reset locally in the event of a tripped breaker.

Bell Alarm / Alarm Switch - Provides remote indication of whether the circuit breaker is in a tripped position. The bell alarm will remain unchanged during on-off operations and during operation by the Push-to-Trip button on the circuit breaker.

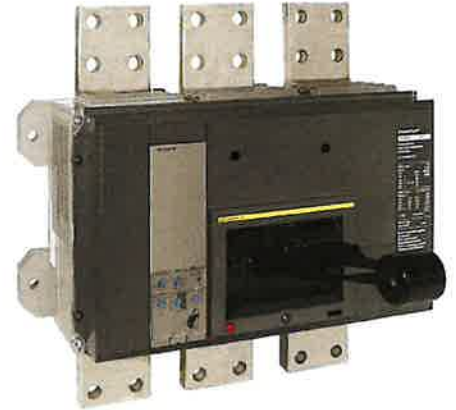
Auxiliary Switch/Contacts - Provides remote indication of whether the circuit breaker is in an open or closed state.

Ground Fault Indication/Alarm - Adjustable relay that indicates a ground fault condition with adjustable time delay.

Trip Unit

LI Breakers - Includes adjustable Long-Time pickup and delay and adjustable Instantaneous pickup.

LSI Breakers - Includes features of LI Breakers with addition of Short-Time pickup and delay.



Breaker Model	Amperage	Percentage Rated	Maximum Voltage Rating (AC)	UL Listed Interrupting Rating (kA)			Lug Qty. and Size (Cu & Al)
				240	480	600	
H-Frame	15-150	80% or 100%	600	25	18	14	(1) #14-3/0
Q-Frame	70-250	80%	240	10	-	-	(1) #4-300 kcmil (1) #4-4/0
J-Frame	150-175 200-250	80% or 100%	600	25	18	14	(1) 3/0-350 kcmil
L-Frame	125-400 200-600	80% or 100% 80%	600 600	65	35	18	(2) 2/0-500 kcmil
M-Frame	300-800	80%	600	65	35	18	(3) 3/0-500 kcmil

Breaker Model	Frame Size	Percentage Rated	Maximum Voltage Rating (AC)	UL Listed Interrupting Rating (kA)			Lug Qty. and Size (Cu & Al)
				240	480	600	
P-Frame	600	80% or 100%	600	65	35	18	(3) 3/0-500 kcmil
	800						(4) 3/0-500 kcmil
	1000						(12) 3/0-750 kcmil
	1200						(15) 3/0-750 kcmil
	1600						(18) 3/0-750 kcmil
R-Frame (LSI Standard)	2000	100%	600	65	35	18	(21) 3/0-750 kcmil
	2500						(18) 3/0-750 kcmil
	3000						(21) 3/0-750 kcmil

TPS Series Block Heaters

BLUE STAR
Power Systems Inc.

The TPS engine block heater is designed to preheat diesel and gaseous engines. It is simple to install, lightweight, and heats engines up to 12L displacement. Thermosiphon circulation of the coolant delivers even heat throughout the entire engine block.

Features

- cULus Listed
- CE Compliant
- Various temperature settings available, including an optional adjustable thermostat 90° - 130°F (32° - 54°C)
- Can be supplied with UL marked 120 or 240V NEMA plug



Specifications

Part Number	Volts	Watts	Amps	Male Plug	Outlet Size (Inches)
13224	120	500	4.2	Yes	5/8
14209	240	500	2.1	Yes	5/8
10014	120	1000	8.4	Yes	5/8
10015	240	1000	4.2	Yes	5/8
10016	120	1500	12.5	Yes	5/8
10017	240	1500	6.3	Yes	5/8
10018	120	1800	15	Yes	5/8
10019	240	2000	8.3	Yes	5/8

BLUE STAR

Power Systems Inc.

Single Stage Air Cleaner

Single Stage Air Cleaners are tough, non-metallic, lightweight, self-supporting and completely disposable. They are also easy to install, durable, and reliable. They are designed to function well under high and severe pulsation conditions found in many applications. Vibration-resistant media is potted into molded housings of rugged ABS plastic – so they don't fall apart as other designs might. They can be mounted vertically or horizontally.



Specifications

- No serviceable parts - Air cleaner housing and filter are one unit
- Designed to withstand severe intake pulsation
- Economical replacement cost
- Self-supporting, sturdy
- Very reliable: only one critical seal
- Lightweight and compact in size
- Non-metallic, non-corrosive
- Completely disposable - acceptable for normal trash pick-up (should not be incinerated)
- Easily installed and maintained
- Minimal removal clearance needed: only 1.5"
- Three airflow styles available to fit virtually any engine intake configuration
- Various media available for specific generator set applications: high pulsation, high humidity, etc.
- Temperature tolerance: 180°F/83°C continuous 220°F/105°C intermittent

CPJ Series Critical Grade Silencers

BLUE STAR
Power Systems Inc.

Blue Star Power Systems, Inc. "CPJ" Series is the accumulation of research and development offering a compact silencer without compromising performance. It incorporates a unique combination of resonator chambers, acoustically packed internal components and diffusers to achieve a stunning level of performance for its size. All CPJ series silencers are critical grade silencers and are packed with insulation to greatly reduce radiated noise and exterior shell temperature.



Standard Construction Features

- Available in sizes from 2 inch to 12 inch
- Multitude of inlet/outlet design styles to meet almost any requirement
- Packed with fiberglass insulation to reduce shell temperature and noise levels
- Fully welded double shell carbon steel weldment construction, corrosive resistant
- High density fiberglass acoustic blanket good to 1500°F, wrapped with 304 Stainless Steel wire mesh cloth and encased in a carbon steel perforated facing
- Black phenolic resin based finish paint

Optional Construction Features and Accessories

- Stainless Steel construction
- Aluminum construction
- Aluminized Steel construction
- Vertical mounting legs
- Round mounting bands
- Horizontal mounting saddles
- Horizontal and vertical shell lugs
- Special finish per specification
- Air leak test
- ASME code construction
- Oversized flanges
- Acoustic shell lagging
- High temperature acoustic pack material
- Contact factory for additional features to meet your requirements

Model #	Part #	Outlet Size	Flanged Connection	WT (lbs)
CPJS-02	10660	2.0" OD	No	12
CPJS-25	10661	2.5" OD	No	18
CPJS-03	10662	3.0" OD	No	20
CPJS-35	10663	3.5" OD	No	30
CPJS-04	10664	4.0" OD	No	31
CPJS-05	10665	5.0" OD	No	50
CPJS-06	10666	6.0" OD	Yes	50
CPJS-08	10667	8.0" OD	Yes	120
CPJS-10	10668	10.0" OD	Yes	180

Industrial Batteries

BLUE STAR
Power Systems Inc.

Engine Starting Batteries

Blistering heat and bitter cold are ruthless battery killers. That's why Blue Star Power Systems, Inc. utilizes a pioneered climatized battery. Designed to offer you long-life and high-performance starting power that will get your gen-set running even under extreme conditions. Blue Star Power Systems, Inc. "all-climate" batteries stand up to the harshest temperatures and are available in sizes and configurations to fit almost any application.



Standard Features

- Unique Manifold Vent - Virtually eliminates corrosion by venting gases away from terminals and cables
- Exclusive TRP™ Construction – Rib reinforced TRP™ container significantly improves the vibration and impact resistance
- Armored Plate Cell Bonding - Vibration is the number one killer of commercial batteries. To solve this problem, the cells of every battery are bonded
- Polyethylene Enveloped Separator Design – Super tough polyethylene material reduces electrical resistance and provides higher cranking performance
- Center Lug Design - Suppresses the vibration inherent in traditional construction for improved performance (where applicable)
- TTP™ - Through-the-Partition inter-cell connectors create a shorter current path to deliver more power to the terminals
- Heavy Duty Cases - Reinforced polyethylene or hard rubber cases stand up to the demands of standby gen-sets
- Convenient Lifting Slots - a handle is built in the top of the battery for easy carrying and transportation
- Protective Bottom Design - Waffled bottom design provides protection against nuts, bolts, or stones that might become lodged under the battery
- Computer Designed Radical Grids - An improved state-of-the-art design which adds power and resists vibration
- Threaded Accessory Ports - Features a sealed "O" ring that does not work loose during severe service (78DT only)

Specifications

BCI Group Size	NEMA Type			Dimensions (Inches)			
	Part Number	CCA at 0°F	CCA at 32°F	Length	Width	Height	Weight (lbs.)
78DT	78DT-HD	800	960	10-11/16	7-1/16	8-1/8	54
4D	4D-HD	1000	1200	19-9/16	8-5/16	10	95
8D	8D-HD	1300	1560	20-3/4	11	10	117

BC1206A Series Battery Chargers

BLUE STAR
Power Systems Inc.

The BC1206A charger is built to stand up to the punishing power generation environment. It is engineered to exacting performance specifications, including cULus listing for an extra margin of safety.

Features

- Automatic 12V 6A, 2-Stage charge rate
- UL 1236 listed
- Watertight, shock proof and corrosion proof
- LED status indicators
- Reverse polarity protected
- Short circuit protected
- EMI/RFI Shielded



Specifications

Specifications

Output Voltage: 12VDC

Input Rating

Input Voltage Range: 100 - 130VAC

Input Current Rating: 1.6A maximum

Float - Maintenance Stage

Float Voltage: 13.3VDC

Float Current: 0.1 A

LED Status: Green LED On

Full Load - Bulk Stage

Full Load Voltage: 12.0 - 14.1VDC

Full Load Current: 0.2 - 6.0A

LED Status: Red LED On

Reverse Polarity Protection

Available as Standard: Yes

Short Circuit / Overload Protection

Maximum Short Circuit Current: 8A (typical)

Current Limit: 7A (+/- 10%)

Operating Temperature Range

Minimum Temperature: -20° C

Maximum Temperature: 50° C

Agency Certification

This product is listed under UL 1236 for battery chargers.

Warranty

Warranty Period: 1 Year

Weight

3.5 Pounds

BLUE STAR

Power Systems Inc.

Sub-Base Fuel Tanks

Blue Star Power Systems, Inc. sub-base fuel tanks are listed and manufactured under UL 142 & ULC-S601 standards for steel above ground tanks, which guarantees that every fuel tank meets the structural and mechanical integrity requirements for mounting a generator set directly on top of the tank. This provides a convenient, efficient, and safe way to store fuel for your generator set.



Sub-Base Fuel Tank Standard Features

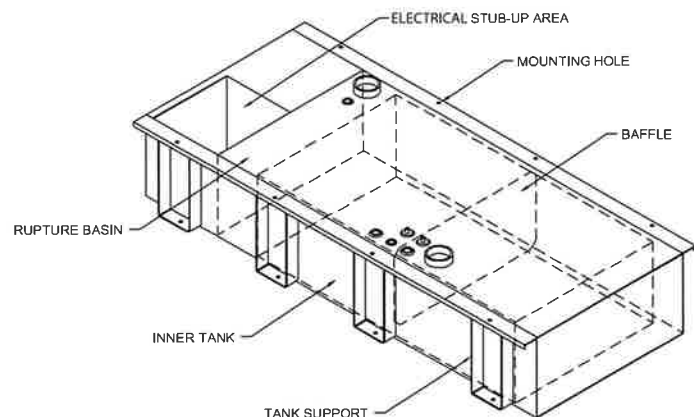
- Double walled secondary containment UL 142 & ULC-S601 Listed
- Electrical stub-up openings are standard to provide generator set wiring provisions through the base tank
- Heavy gauge steel construction
- Diamond Vogel Nexgen Technology Paint or Cardinal Industrial Hammer Textured Semi-Gloss Polyester Powder Coat
- Standard fittings: fuel supply with check valve (sized per unit), fuel return (sized per unit), 2" NPT for normal vent, 2" - 6" NPT for emergency vent (sized per unit), 2" NPT for manual fill, 1 1/2" NPT for fuel level gauge, and 3/8" NPT basin drain (plugged). Removable 1/2" supply dip tube standard (size may vary with gen-set model). 1 1/2" NPT for leak detection
- Interior tank baffle: Separates cold engine supply fuel from hot returning fuel
- Direct reading fuel level gauge
- Low fuel level and fuel leak alarms

Design Options

- High and critical low fuel level shutdowns or alarms
- Full pumping control systems for a true day tank system with a full array of electrical options
- Additional Tank Fittings
- Custom Fuel Tank Designs (sizes and shapes)
- Fuel Heater
- Fill / Spill Containment

Blue Star Power Systems, Inc. offers two distinctive types of double wall sub-base fuel tanks, those with an electrical stub up area (standard) and those without. Each type can be customized to any specification to meet your specific requirements.

UL 142 & ULC-S601 double wall secondary containment sub-base fuel tank with stub-up.



BLUE STAR

Power Systems Inc.

Factory Load Test

Blue Star Power Systems, Inc. factory testing is performed with the same extreme diligence and attention to detail that is given to the prototype testing process. Every engine generator set receives a complete factory load test that certifies and ensures that the set will function in accordance to every specific application. Test metering will have an accuracy of 1.3% or better. This metering equipment is calibrated annually, and is directly traceable to the National Institution of Standards & Technology (NIST). All test procedures are conducted in accordance with MIL-STD-705C where applicable.



Factory Acceptance Testing Procedures

- Insulation Resistance Test (301.1c)*
- High Potential Test (302.1b)*
- Alternator Over Speed
- Complete Engine Inspection
- Generator Inspection
 - Winding Resistance Test (401.1b)
 - Exciter Field Stator
 - Main Field Stator
- Mounting & Coupling Inspection
- Engine Fuel System Inspection
- Engine Lube Oil System Inspection
- Engine Cooling System Inspection
- DC Charging System Inspection
- Main Output Circuit Breaker Inspection
- Anticipatory Alarms and Shutdowns Test (505.2b, 515.1b, 515.2b)
- Optional Equipment Inspection (513.2a)
- Load Test (640.1d)
 - Regulator Range Test (511.1d)
 - No Load
 - MAX Load @ 1.0 P.F. (640.2d)
 - MAX Load @ 0.8 P.F.
 - Block Loads @ 0-25%, 0-50%, 0-75%, 0-100% of rated load tests (640.2d)
- 1.0 Power Factor Max Load
- 1.0 Power Factor Max Block Load Pickup
- Full Name Plate Rated Load.
- Standard Readings Taken Every 5 Minutes.

Standard Reading Recorded During Load Test Inspection

Run Time	AC Frequency
AC Voltage	Exciter Field Voltage
AC Amperage	Exciter Field Current
kVA	Lube Oil Pressure
kWe	Engino Coolant Temp.
Power Factor	Ambient Temp.

* Performed By Alternator OEM

Factory Load Test Summary

All engine generator sets are visually inspected prior to testing. This includes a complete visual/mechanical inspection to ensure that all fasteners and electrical connections are secure, that all rotating components are free of obstruction/interference and are properly guarded.

Once the unit is started, the AC voltage and frequency are set to rated values. The unit is operated at no load while all of the safety shutdowns and warnings are verified and tested. The unit is then restarted and run at 25%, 50% and 100% of rated load and power factor until the engine temperature has stabilized for at least ten minutes. During the rated and maximum load pickup portion of the test, the voltage regulator gain, stability and under frequency compensation adjustments are set for optimal performance. All test procedures are performed in accordance with MIL-STD-705C where applicable.

Throughout these test procedures the AC parameters, engine oil pressure, engine temperature, exhaust temperature, timing and air/fuel ratio (gaseous units) are monitored and recorded. The unit and all installed accessory equipment are continually examined for oil and coolant leaks, excessive vibration and foreign noises.

Once all test procedures are performed and recorded, the unit is allowed a cool down period prior to being shut down. The unit is once again inspected for leaks, loose fasteners and connections prior to leaving the test facility.

The unit receives another complete final inspection process prior to packaging and shipment.

Note: All units are tested after the painting process is complete to prevent unforeseen difficulties resulting from the painting process being performed after testing.

Witnessed Factory Load Test

Standard witnessed factory load testing must be scheduled and approved at least four weeks prior to the engine generator sets scheduled shipping date. Any requests for witnessed factory load testing after this four week period may incur additional charges.

Witnessed Extended Run Factory Load Test

Witnessed extended run factory load testing must be scheduled and approved at the time of order placement. Any requests for witnessed extended run factory load testing after this time could be denied and would if approved incur additional cost.

All units are built and tested to cUL, CSA and NFPA 110 standards.



Engine Generator Set Two (2) Year 2000 Hour Standby Limited Warranty

BLUE STAR
Power Systems Inc.

Your Blue Star Power Systems, Inc. product has been designed and manufactured with care by people with many years of experience. Blue Star Power Systems, Inc. warrants to its Buyer that the product is free from defects in materials and/or workmanship for the period of time outlined below. If the product should prove defective within the time period outlined below, it will be repaired, adjusted or replaced at the option of Blue Star Power Systems, Inc., provided that the product, upon inspection by Blue Star Power Systems, Inc., has been properly installed, maintained and operated in accordance with Blue Star Power Systems, Inc.'s Installation and Operating Manuals. This limited warranty is not valid or enforceable unless: (1) all supporting maintenance records are kept on file with the end user and made available upon request from factory, and (2) the generator set is routinely exercised in accordance with operating instructions. This warranty does not apply to malfunctions caused by physical damage, misuse, improper installation, repair or service by unauthorized persons, or normal wear and tear. The warranty is not assignable.

Blue Star Power Systems, Inc. product warranty period: Engine generator set: Parts and Labor for two (2) years from the date of factory invoice or 2000 hours (whichever occurs first). Accessories (installed on the engine generator set or shipped loose): Parts and Labor for one (1) year from the date of factory invoice or 2000 hours (whichever occurs first). Transfer Switches: If purchased with a generator set (same order number): Parts and Labor for two (2) years from the date of factory invoice or 2000 hours (whichever occurs first).

The start of the warranty period can be adjusted to the date of unit start-up (limited to 180 days from invoice date) provided that the following information is provided to Blue Star Power Systems, Inc. within 30 days of start-up. The warranty will not be effective unless a copy of the Blue Star Power Systems, Inc. start-up validation checklist is properly and completely filled out and returned to Blue Star Power Systems, Inc. within 30 days of start-up. Additionally, the engine manufacturer's engine registration form must be completed and returned to the engine manufacturer as stated in the instructions with the registration form.

To obtain warranty service: Contact your nearest Blue Star Power Systems, Inc. Service Representative. For assistance in locating your nearest authorized service representative, contact Blue Star Power Systems, Inc., Attention: Service Department (see contact information below).

Warranty service may be performed by authorized Blue Star Power Systems, Inc. service providers only. Service work performed by unauthorized persons will void all warranties.

Blue Star Power Systems, Inc. shall not be liable for any claim in amount greater than the purchase price of the product. In no event shall Blue Star Power Systems, Inc. be held liable for any special, indirect, consequential or liquidated damages including but not limited to: loss of profits, loss of time, increased overhead, delays, loss of business opportunity, good will, or any commercial or economic loss.

Blue Star Power Systems, Inc. shall not be liable for any claim that requires replacement of engine, part, or component of the gen-set that is no longer manufactured or available. Additionally, Blue Star Power Systems, Inc. will not be liable for any engine replacement that may require emissions tier level change.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE DESCRIBED HEREIN. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

The following items and/or circumstances are excluded from this limited warranty:

- ▶ Engine starting batteries: The battery manufacturers' warranty applies. Consult your local battery supplier for warranty service.
- ▶ Fuel system and/or governing system adjustments performed during or after start-up.
- ▶ Normal maintenance items: Consumable items such as belts, filters, fluids, and hoses.
- ▶ Adjustments and tune-ups performed during start-up or thereafter. Start-up, training, tuning, and adjustments for any paralleling or bi-fuel system.
- ▶ Loose connections (electrical and mechanical) not found during start-up.
- ▶ All fluid level related items including low coolant not found during start-up or checked during regular maintenance intervals.
- ▶ Shipping damage of any type. All equipment is shipped F.O.B. Blue Star Power Systems, Inc. and risk of loss transfers to the carrier once loaded for shipment. It is the responsibility of the receiving party to sign for the receipt of, and note any shipping damage to the equipment. Freight damage claim filing is the responsibility of the receiving party. In the rare event that damage occurs during shipment, Blue Star Power Systems, Inc. will not warrant any damage to the unit resulting from shrink wrap.
- ▶ Any special access fees, equipment, requirements or after hours scheduling to gain access to the equipment for warranty service purposes.
- ▶ Buyer requested rental generators used while warranty work is being performed.
- ▶ Damages caused by acts of nature, such as lightning, wind, flood, or earthquake.
- ▶ Any damage due to situations beyond the control of the manufacturing and/or workmanship of the product.
- ▶ Use of non-protected steel enclosure within 10 miles of the coast.
- ▶ Improper installation or operation as outlined in the Installation and Operation Manuals.
- ▶ Misapplication of the equipment such as usage outside the original design parameters as stated on the nameplate of the equipment.
- ▶ Equipment purchased at the standby rating that is being used in a prime power application(s).
- ▶ Diesel engine "Wet Stacking" or Regeneration issues due to lightly loaded diesel engines.
- ▶ Travel labor and mileage for mobile generator sets.
- ▶ More than one trip to the job site because a service vehicle was not stocked with normal service parts.
- ▶ Lodging expense associated with unit repair and excessive mileage charges (limit to 300 miles round trip from nearest service center).
- ▶ Failure to properly exercise and maintain your equipment per manufacturer's specifications will void all warranty.
- ▶ Equipment modifications made without the written consent of Blue Star Power Systems, Inc. will void all warranties.
- ▶ Any equipment or components added including fuel tanks and enclosures not installed at the Blue Star Power Systems, Inc. factory.

This agreement is deemed made and executed in North Mankato, Nicollet County, Minnesota and shall be construed and interpreted in accordance with the laws of the state of Minnesota without giving effect to its conflicts of laws principals. Each of the parties submits to the exclusive personal jurisdiction and venue with respect to any action or proceeding arising out of, in connection with, relating to, or by reason of this agreement before the district court of the state of Minnesota, located in Nicollet County and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.



ASCO Power Technologies™

ASCO SERIES 300 Power Transfer Switches



ascopower.com

Life Is On

Schneider
Electric

24-hour protection, no matter when trouble strikes

ASCO SERIES 300 Power Transfer Switches for Power Outage Protection

Where would you be without a constant flow of electrical power? We often take for granted that power will always be around when we need it.

In reality, power failures are common, and when the power goes out, your business suffers. Power failures are unpredictable. They can occur at any time and for any number of reasons — a bolt of lightning, a power surge, a blackout, an accident or even equipment failure. They come without warning and often at the most inconvenient times.

It's for this reason that many businesses and other entities have invested in emergency power backup systems. Typically, the system consists of an engine generator and an automatic transfer switch (ATS) that transfers the load from the utility to the generator.

An ATS with built-in control logic monitors your normal power supply and senses interruptions and unacceptable abnormalities. When the utility power fails, the ATS automatically starts the engine generator and transfers the load after the generator has reached proper voltage and frequency. This happens in a matter of seconds after the power failure occurs. When the utility power has been restored, the ATS will automatically switch the load back and, after a time delay, shut down the engine generator. With an ATS, you are protected 24 hours a day, seven days a week.





TYPICAL APPLICATIONS

TELECOM

In the telecommunication industry, providing a high level of service and dependability is crucial. Lost power means an interruption in service for your customers and lost business for your company. For instance, with cell sites scattered across a wide geographical region and in many remote areas, the chances of an interruption in power are increased, making an ATS valuable resource at each location.

To maintain dependable service, each cell site must be monitored 24 hours a day. This can be very difficult without some type of remote monitoring and testing capability. The SERIES 300 Transfer Switch, combined with ASCO's monitoring and control management system, is a cost-effective, packaged solution that can achieve both of these challenging objectives without a major investment at each cell site. With ASCO's connectivity solutions, you can remotely monitor and control numerous sites from around the corner or across the world.

AGRICULTURE

Maintaining electrical power is vital to an agriculture operation. If the flow of power is interrupted, your operation will be at risk unless the backup generator is quickly activated. A prolonged power outage can affect numerous aspects of the operation, from housing and feeding livestock to processing and producing the end product.

With an ASCO SERIES 300 Transfer Switch, power will automatically be transferred over to your backup generator, eliminating the need to manually switch from utility to generator. When power is restored, the ASCO SERIES 300 Transfer Switch will, after an adjustable time delay to allow for utility stabilization, automatically switch the load back to the utility service.

COMMERCIAL/RETAIL, LIGHT INDUSTRIAL

The retail industry is very competitive. An electrical power failure can have a dramatic impact on a retailer's bottom line. If power is interrupted during peak shopping times, the effect can be extremely damaging to present and future business.

A power interruption will not only suspend shopping, it can also create safety problems, result in lost transaction data, lost account information and possible damage to data collection equipment. In addition, retailers who rely on controlled climates to protect valuable inventory could suffer even greater losses, especially if the power failure occurs at a time when no one is available to rectify the situation. To avoid any of these power outage problems, simply install a backup generator with an ASCO SERIES 300 Transfer Switch, and your power outage concerns will be a thing of the past.

MUNICIPAL

The ASCO SERIES 300 Transfer Switch can be a critical component of a municipal government's emergency power backup system. Residents of townships, cities and counties rely on police, fire, ambulance/first aid and other critical public sector services.

An interruption in power can affect the ability of emergency services to effectively respond to the needs of the community. When time is a critical factor, such as when responding to a fire alarm or an emergency call, an ASCO SERIES 300 Transfer Switch can be a lifesaver, by automatically switching to power from the backup generator. While not all municipal services are a matter of life and death, they are always expected to be there.

SERIES 300 POWER TRANSFER SWITCHES MAXIMUM RELIABILITY & EXCELLENT VALUE

With a SERIES 300 Transfer Switch, you get a product backed by ASCO Power Technologies, the industry leader responsible for virtually every major technological advance in the Transfer Switch industry.

The ASCO SERIES 300 was designed for one purpose—to automatically transfer critical loads in the event of a power outage. Each and every standard component was designed by ASCO engineers for this purpose.

The SERIES 300 incorporates the Group G controller with enhanced capabilities for dependable operation in any environment. A user-friendly control interface with a 128x64 graphical LCD display and intuitive symbols allow for ease of operation while visual LED indicators display the transfer switch status. Operating parameters and feature settings can be adjusted without opening the enclosure door.

The rugged construction and proven performance of the ASCO SERIES 300 assure the user of many years of complete reliability. The SERIES 300 is even designed to handle the extraordinary demands placed on the switch when switching stalled motors and high inrush loads.

ASCO's SERIES 300 modular, compact design makes it easy to install, inspect and maintain. All parts are accessible from the front so switch contacts can be easily inspected.

FEATURES

- The SERIES 300 is listed to UL 1008 standard for total system loads for automatic transfer switches.
- Meets NFPA 110 for Emergency and Standby Power Systems and the National Electrical Code (NEC) Articles 700, 701 and 702.

UL 1008 WITHSTAND AND CLOSE-ON RATINGS FOR ASCO SERIES 300 GROUP G PRODUCTS ^{1,2} (RMS Symmetrical Amperes)

FRAME	SWITCH RATINGS (AMPERES)	CURRENT LIMITING FUSES				SPECIFIC BREAKER		
	TRANSFER SWITCHES	480V MAX.	600V MAX.	MAX. SIZE, A	CLASS	240V MAX.	480V MAX.	600V MAX.
D	30	100kA	-	60	J	22kA	22kA	10kA
D	70-104	35kA	35kA	200	RK1	42kA	22kA	10kA
		200kA	35kA	200	J			
D	150	35kA	35kA	200	RK1	65kA	25kA	10kA
		200kA	35kA	200	J			
D	200	200kA	-	200	J	65kA	25kA	10kA
D	230	100kA	-	300	J	65kA	25kA	10kA
J	150 ⁴ , 200 ⁴ , 230 ⁴ , 260, 400	200kA	200kA	600	J	50kA	50kA	42kA
J	600	200kA	200kA	800	L	50kA	50kA	42kA
H	800-1200	200kA	200kA	1600	L	65kA ³	65kA	65kA
G	1600-2000 ³	200kA	200kA	2500	L	85kA	85kA ³	85kA ³
G	2600-3000	200kA	200kA	4000	L	100kA	100kA	100kA

Notes:
 1. All WCR values indicated are tested in accordance with the requirements of UL 1008, 7th Edition. See ASCO Pub. 1128 for more WCR information.
 2. Application requirements may permit higher WCR for certain switch sizes.
 3. Front connected only.
 4. J150, 200, 230 Amperes available in 3ADTS and 3NDTS only.



Fig. 1: ASCO Power Transfer Switch rated 200 Amps

- Restriction of Hazardous Substances (RoHS) compliant controller.
- 30 through 3000 amperes in a compact design.
- Switch operating temperature range of 0 to +40° C.
- Available to 600 VAC, single or three phase.
- True double-throw operation: The single solenoid design is inherently inter-locked and prevents connections to both sources at the same time.
- No danger of the SERIES 300 ATS transferring loads to a dead source because the unique ASCO single-solenoid operator derives power to operate from the source to which the load is being transferred.
- Easy-to-navigate 128x64 graphical LCD display with keypad provides LED indicators for switch position, source availability, not in auto mode, and alert condition.
- Integrated multilingual user interface for configuration and monitoring.
- Delayed transition operation is now available (Dual Operator Configuration).
- Non-automatic operation can be selected using the key pad without opening enclosure door.
- Relay expansion module with extra relays for accessory outputs (optional).
- Includes soft keys for test function and time delay bypass as standard features.
- Emergency source failure alert indication.
- Historical event log (optional).
- Statistical ATS system monitoring information.
- Diagnostic functions.
- Password protection to prevent unauthorized tampering of settings.
- Adjustable time-delay feature prevents switch from being activated due to momentary utility power outages and generator dips.
- Auxiliary contacts to indicate position of main contacts. Two (2) for normal and two (2) emergency position
- Supplied with solid neutral termination.
- Optional switched neutral pole available.
- Field modification accessory kits available.
- Available for immediate delivery.

SERIES 300 POWER TRANSFER SWITCHES

DESIGNED TO FIT ANYWHERE

The ASCO SERIES 300 product line represents the most compact design of automatic power transfer switches in the industry. With space in electrical closets being at a premium, the use of wall- or floor-mounted ASCO Power Transfer Switches assure designers optimum utilization of space.

All transfer switches through 2000 amperes are designed to be completely front accessible. This permits the enclosures to be installed flush against the wall and still allow installation of all power cabling and connections from the front of the switch. Cable entrance plates are also standard on the 1600 and 2000 amperes units to install optional side-mounted pull boxes for additional cable bending space.



Fig. 2: ASCO Power Transfer Switch rated 200 Amps



Fig. 3: ASCO Power Transfer Switch rated 400 Amps



Fig. 4: ASCO Power Transfer Switch rated 600 Amps



Fig. 5: ASCO Power Transfer Switch rated 1000 Amps



Fig. 6: ASCO Power Transfer Switch rated 2000 Amps shown in Type 3R enclosure



Fig. 7: ASCO Power Transfer Switch rated 3000 Amps

SERIES 300 GROUP G CONTROLLER

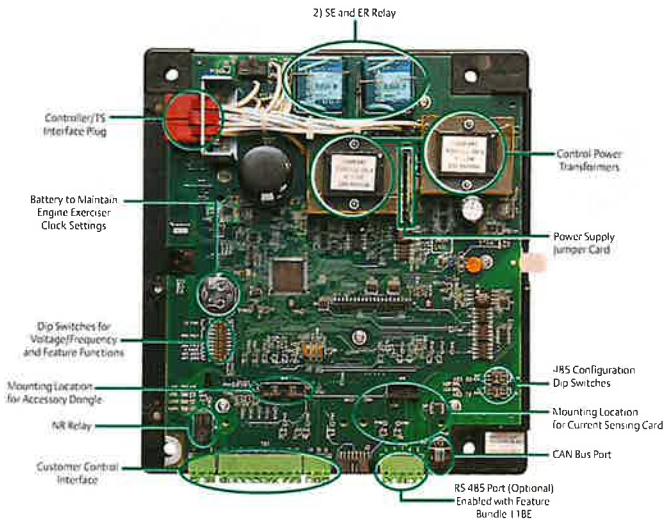


Fig. 8: ASCO SERIES 300
Group G Controller

The **SERIES 300** incorporates the group “G” controller with enhanced capabilities for dependable operation in any environment.

TIME DELAYS

- Engine start time delay – delays engine starting signal to override momentary normal source outages, adjustable from 0 to 6 seconds (Feature 1C).
- Emergency source stabilization time delay to ignore momentary transients during initial generator set loading, adjustable from 0 to 4 seconds (Feature 1F).
- Re-transfer to normal time delay with two settings (Feature 3A).
 - Power failure mode – 0 to 60 minutes
 - Test mode – 0 to 10 hours
- Unloaded running time delay for engine cooldown, adjustable from 0 to 60 minutes (Feature 2E).
- Pre- and post-signal time delay for selective load disconnect with a programmable bypass on source failures, adjustable from 0 to 5 minutes (specify ASCO optional accessory 31Z).
- Optional fully programmable engine exerciser with seven independent routines to exercise the engine generator, with or without loads, on a daily, weekly, bi-weekly or monthly basis (specify ASCO optional accessory feature bundle 11BE).
- Delayed transition load disconnect time delay, adjustable from 0 to 5 minutes (3ADTS/3NDTS configuration only).

STANDARD SELECTABLE FEATURES

- Inphase monitor to transfer motor loads, without any intentional off time, to prevent inrush currents from exceeding normal starting levels.
- Engine exerciser to automatically test backup generator each week, with or without load 20 minutes not adjustable.
- Commit to transfer.
- Selective load disconnect circuit to provide a pre-transfer and/or post-transfer signal when transferring from emergency to normal and/or normal to emergency.
- Re-transfer to normal through soft keys on user interface permits selection of “manual” or “automatic” operation.
- 60Hz or 50Hz selectable switch. Three-/single- phase selectable switch.

REMOTE CONTROL FEATURES

- External inputs for connecting:
- Remote test switch.
- Remote contact for test or peak shaving applications. If emergency source fails, switch will automatically transfer back to normal source if acceptable.
- Inhibit transfer to emergency.
- Remote time delay bypass switch emergency to normal.

CONTROL AND DISPLAY PANEL

- Easy-to-navigate 128x64 graphical LCD display with keypad provides LED indicators for switch position, source availability, not in auto mode, and alert condition. It also includes test and time delay bypass soft keys.

VOLTAGE, FREQUENCY & CURRENT SENSING

- 3-phase under and over voltage settings on normal and single phase sensing on emergency source.
- Under and over frequency settings on normal and emergency.
- True RMS voltage sensing with +/-1% accuracy.
- Frequency sensing accuracy is +/- 0.1Hz.
- Voltage and frequency parameters adjustable in 1% increments.
- Selecting settings: single or threephase voltage sensing on normal, and single phase sensing on emergency; 50 or 60Hz. 3-phase voltage unbalance on normal.
- Load current sensing card (optional).

SERIES 300 GROUP G OFFERS SOPHISTICATED FUNCTIONALITY

The new Group G controller offers an intuitive, easy-to-navigate 128*64 graphical LCD display with soft keypad and provides six (6) LED indicators.

- Switch Position (green for normal, red for emergency LED)
- Source Availability (green for normal, red for emergency LED)
- "Not In Auto" (amber LED)
- Common Alarm (amber LED)

The ASCO group "G" controller is self-contained with an integrated display (no other components are required for efficient operation).

The controller allows for open or delayed transition transfer operation (both automatic, and non-automatic configurations).

An integrated multilingual user interface for configuration and monitoring (this design approach allows greater application flexibility).

Multiple source-sensing capabilities of voltage, frequency (under frequency sensing on normal and emergency sources), and optional current card, single and three phase (does not require an external metering device).

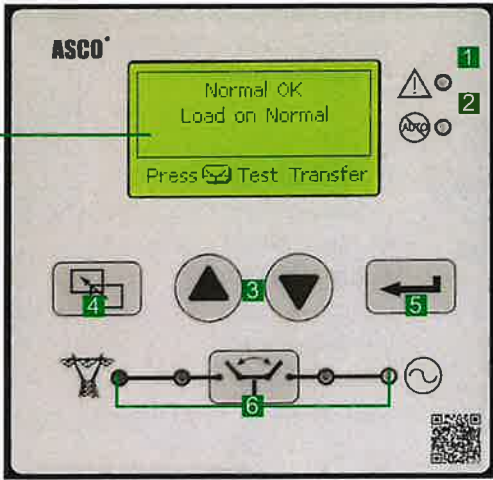


Fig. 9: Door-Mounted Control & Display Panel

- 1** Common Alarm
- 2** Not In Auto Indicator
- 3** Scroll, Up/Down Arrows
- 4** Escape Key
- 5** Enter Key
- 6** LED Source Availability and Switch Position Indicators Transfer / Time Delay Override control push-button

Control Status

Normal OK
Load on Normal
Press Test Transfer

Source Status

Normal		Emergency	
V _b 207V	V _e 207V	V _b 206V	V _e 207V
V _c 207V	V _e 207V	V _b 207V	V _e 207V
60.0Hz		60.0Hz	

Alarm Status

No Active Alarms

Controller Information

Serial Number
000000000000
Software Version
894063x581 12/05/14
Thu 12/11/14 15:08:54

Control Status

Normal OK
Normal → Emergency
Timer: 00Min 02Sec
Press Bypass Timer

Source Status

Normal	Load	Emerg.
V _b 207V	V _b 200A	V _e 207V
V _c 204V	V _e 199A	V _e 207V
V _a 205V	V _e 200A	V _e 207V
60.0Hz		60.0Hz

Alarm Status

Alarm 1 of 1
Transfer Failure
Press To Acknowledge Alarms

Main Menu/ Settings

Enter Password

Settings/ Engine Exerciser

Engine Exerciser

Present Time 09:08:15

Program No 1

Enable

With Load

Settings/General/ Communications

RS485 Port

Baud Rate 9600

Device Addr: 1

Protocol AscobusII

Emulate Grpt

Settings/General/ Common Alarms

Common Alarms

Loss E when on E

E Accept Fail

Main Menu/ Event Logging

<< Event Log >>

Event 1 of 248
Engine Stop
05/07/15 10:23:44.0

Main Menu/ Statistics

<< Statistics >>

TS Total Transfers
82

TS Transfer Time
5.0 Sec

Main Menu/ Factory/Diagnostics

<< Discrete Inputs >>

CNN	I/F5	I/F30	I/
CNE	O/F17	I/TST	1
CEN	O/F84	1	
GEE	O/F6	1	

Main Menu/ About

<< About >>

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SERIES 300 ATS OPTIONAL ACCESSORIES

ACCESSORY 1UP

UPS back up power to allow controller to run with LCD display for 30 seconds without AC power.

ACCESSORY 11BE FEATURE BUNDLE

A fully programmable engine exerciser with seven independent routines to exercise the engine generator with or without loads, on a daily, weekly, bi-weekly or monthly basis. Engine exerciser setting can be displayed and changed from the user interface keypad.

Event Log display shows the event number, time and date of event, event type, and event reason (if applicable).

A maximum of 300 events can be stored. RS 485 Communications Port Enabled Common Alarm Output Contact

ACCESSORY 18RX

Relay expansion module (REX) provides for some commonly used accessory relays, includes one form C contact for source availability of normal (18G), and one form C contact for availability of emergency (18B) (contact rating 5 amperes @ 30Vdc or @125 VAC resistive) (100 ma, 5Vdc min). Additional output relay is provided, the default is to indicate a common alarm. (See operator's manual for configurable options.)

ACCESSORY 23GA¹ (SINGLE PHASE) AND 23GB (THREE PHASE)

Load current metering card measures either single or three phase load current.

Note 1: This feature is not available with a Power Meter Option (135L).

ACCESSORY 44A

Strip Heater with thermostat for extremely cold areas to prevent condensation and freezing of this condensation. External 120 volt power source required.

ACCESSORY 44G

Strip Heater with thermostat, wired to load terminals: 208-240, 360-380, 460-480, 550-600 volts. Contains wiring harnesses for all transfer switch sizes.

ACCESSORY 72EE

Connectivity Module enabling remote monitoring and control capabilities includes accessory 11BE featured bundle (pages 12-14).

ACCESSORY 73

Surge Suppressor (TVSS) Rated 65kA.

ACCESSORY 62W

Audible alarm with silencing feature to signal each time switch transfers to emergency (may require oversize enclosure depending on accessory combination for "D" frame only).

ACCESSORY 37B

6' Extension harness for units shipped open type to accommodate customer mounting of controls and switch.

ACCESSORY 37C

9' Extension harness for units shipped open type to accommodate customer mounting of controls and switch.

ACCESSORY 135L²

Power Meter on load side (includes shorting block and CTs)Note 2: This feature is not available with Load Current Metering Option (23GA or 23GB).

ACCESSORY 30A³

Shedding circuit initiated by opening of a customer-supplied contact.

ACCESSORY 30B*³

Load-shedding circuit initiated by removal of customer-supplied voltage. (*Specify Voltage)

ACCESSORY 30AA³

Load-shedding circuit initiated by opening of a customer-supplied contact.

ACCESSORY 30BA*³

Load-shedding circuit initiated by removal of customer-supplied voltage. (*Specify Voltage)

Note 3: Accessory 30A and 30B* are only available for 3ATS only; accessory 30AA and 30BA* are only available for 3ADTS.

FIELD CONVERSION KITS FOR SERIES 300 TRANSFER SWITCHES

KIT NO.	DESCRIPTION
935147	Feature Bundle Includes Engine Exerciser/Event Log/RS 485/ Common Alarm Output Contact (Acc. 11BE) Dongle
935148	REX Module with Source Availability Contacts (Acc. 18RX)
935149	UPS to allow controller to run for 30 seconds minimum without AC Power (Acc. 1UP)
935150	1/3 Phase load current sensing card only (Acc. 23GA/GB)
K613127-001	Strip Heater (125 watt) 120 volt (Acc. 44A)
K613127-002	Strip Heater (125 watt) 208-480 volt (Acc. 44G)
948551	Quad-Ethernet Module (Acc. 72EE)
K609027	Cable Pull Box (1600-2000 amperes)



Fig. 10: Strip Heater Kit (Accessory 44G)



Fig. 11: Relay Expansion Module (Accessory 18RX)



Fig. 12: Load Current Card (Accessory 23GA/GB)



Fig. 13: Programmable Engine Exerciser



Fig. 14: Accessory 1UP UPS Backup Power

SERIES 300 POWER TRANSFER SWITCHES

SERIES 300 NON-AUTOMATIC TRANSFER SWITCHING (3NTS)

ASCO non-automatic transfer switches are generally used in applications in which operating personnel are available and the load is not an emergency type requiring automatic transfer of power. They can also be arranged for remote control via ASCO's connectivity products.



Fig. 15: ASCO 3NTS 400 Amps
Type 1 Enclosure

3NTS FEATURES

- ASCO Non-Automatic Transfer Switches are manually initiated via soft keys on the user interface panel.
- Sizes range from 30 through 3000 amperes.
- Group G controller provides for addition of optional accessories.
- Controller prevents inadvertent operation under low voltage condition.
- Source acceptability lights inform operator if sources are available to accept load.
- Source inphase monitor to transfer motor loads between live sources.
- Two auxiliary contacts closed when transfer switch is connected to normal and two closed on emergency standard feature 14AA/14BA.



Fig. 16: ASCO 3ADTS/3NDTS 400
Amps
Type 1 Enclosure

SERIES 300 DELAYED TRANSITION TRANSFER SWITCHING (3ADTS/3NDTS)

ASCO Delayed Transition Transfer Switches are designed to provide transfer of loads between power sources with a timed load disconnect position for an adjustable period of time.

3ADTS/3NDTS FEATURES

- Sizes from 150 through 3000 amperes.
- Reliable field proven dual solenoid operating mechanisms.
- Mechanical interlocks to prevent direct connection of both sources.
- Adjustable time delay for load disconnect (0 to 5 minutes).
- Available in manual operation configuration (3NDTS).
- Available with optional load shed feature for (3ADTS).

SERIES 300 TRANSFER SWITCH ORDERING INFORMATION

To order an ASCO SERIES 300 Power Transfer Switch, complete the following catalog number:

J	+	03ATS	+	A	+	3	+	0600	+	N	+	GX	+	C
Frame	Transition Type	Neutral Code	Phase Poles	Amperes	Voltage Code	Group Code	Enclosure							
Open Transition D = 30A - 230A Open/Delayed Transition J = 150A - 600A H = 800A - 1200A G = 1600A - 3000A	Automatic 03ATS Open Transition	A = Solid Neutral	2	0030 ¹	A ³ = 115	G0	0 = Open Type (zero)							
		B = Switched Neutral	3	0070 ¹	B ³ = 120	No Optional Accessories	C = Type 1 Enclosure							
				0104 ¹	C = 208	GX Optional Accessories	F = Type 3R ¹ Enclosure							
				0150 ^{1, 5}	D = 220		G = Type 4 ¹ Enclosure							
				0200 ^{1, 3, 4}	E = 230		H = Type 4X ¹ Enclosure (304 Stainless Steel)							
			0230 ^{1, 3, 4}	F = 240	L = Type 12 ¹ Enclosure									
			0260 ^{1, 4}	H = 380	M = Type 3R ³ Secure Double Door Enclosure									
		Non Automatic 03NTS Open Transition 3NDTS Delayed Transition			0400 ^{1, 4}	J = 400	N = Type 4 Secure Double Door Enclosure							
					0600 ^{1, 4}	K = 415	Q = Type 12 Secure Double Door Enclosure							
					0800 ⁴	L = 440	R = Type 3RX ^{7,8} Secure Double Door Enclosure (304 Stainless Steel)							
					1000 ⁴	M = 460								
					1200 ^{4, 5}	N = 480								
				1600 ^{4, 5}	P = 550									
				2000 ^{4, 5}	Q = 575									
				2600 ^{4, 5}	R = 600									
			3000 ^{4, 5}											

Notes:

- Switch sizes 30-600 amperes supplied in non-secure enclosures as standard.
- 115-120 volt available for 30-400 amperes only. For other voltages contact ASCO.
- 200 and 230 amperes rated switches for use with copper cable only.
- Switch sizes 800-3000 amperes, and 150-400 amperes 3ADTS/3NDTS provided in secure type outdoor enclosures when required.
- Use Type 3R secure for 1200, 2000, 2600, and 3000.
- Type 304 stainless steel is standard. Suitable for indoor or outdoor use where there may be caustic or alkali chemicals in use. To provide an improved reduction in corrosion of salt and some chemicals, optional type 316 stainless steel is recommended. This is the preferred choice for marine environments.
- Available on switches rated 1200, 2000, 2600, and 3000 amperes.
- When temperatures below 32°F can be experienced, special precautions should be taken, such as the inclusion of strip heaters, to prevent condensation and freezing of this condensation. This is particularly important when environmental (Type 3R, 4) are ordered for installation outdoors.
- Type 3R enclosures are not suitable for installations subject to wind blown rain or snow. Use type 4 enclosures where available or install supplemental shelter protection around the 3R enclosure.

SERIES 300 EXTERNAL POWER CONNECTIONS

Size UL-Listed Solderless Screw-Type Terminals

SWITCH RATING (AMPERES)	RANGES OF AL-CU WIRE SIZES (UNLESS SPECIFIED COPPER ONLY)
30-230 ² ATS and NTS only	One #14 to 4/0 AWG
150*, 260, 400	Two 1/0 AWG to 250 MCM or One #4 AWG to 600 MCM
600	Two 2/0 AWG to 600 MCM
800, 1000, 1200	Four 1/0 to 600 MCM
1600, 2000	Six 1/0 to 600 MCM
2600, 3000	Twelve 1/0 to 750 MCM

Notes:

- All Series 300 switches are furnished with a solid neutral plate (unless switched neutral configuration is specified) and terminal lugs.
- 200 and 230 amperes rated switches for use with copper cable only. Refer to paragraph 310.15 of the NEC for additional information.
- Use wire rated 75°C minimum for all power connections.
* 150 for DTS only

EXTENDED WARRANTIES FOR SERIES 300 TRANSFER SWITCHES (3ATS/3NTS/3ADTS/3NDTS)

DESCRIPTION
1 Year Extension (Total of 3 Years)
2 Year Extension (Total of 4 Years)
3 Year Extension (Total of 5 Years)

Notes:

- Standard warranty is (24) months, 2 years from date of shipment, extended warranty is in addition to the two years, for a total of, 3, 4, or 5 years.
- Refer to Publication 3223 for warranty terms and conditions.

SERIES 300 Transfer Switch Dimensions and Shipping Weights

UL TYPE 1 ENCLOSURE^{1,2,3,4}

SWITCH RATING AMPS	PHASE POLES	NEUTRAL CODE	DIMENSIONS, IN. (MM)			APPROX. SHIPPING WEIGHT LB. (KG)
			WIDTH	HEIGHT	DEPTH	
30 ³ , 70 ³ , 104 ³ 150 ³ , 200 ³	2	A	18 (457)	31 (787)	13 (330)	69 (32)
	2	B	18 (457)	31 (787)	13 (330)	72 (33)
	3	A	18 (457)	31 (787)	13 (330)	72 (33)
	3	B	18 (457)	31 (787)	13 (330)	75 (34)
230	2	A	18 (457)	48 (1219)	13 (330)	117 (53)
	2	B	18 (457)	48 (1219)	13 (330)	125 (57)
	3	A	18 (457)	48 (1219)	13 (330)	125 (57)
	3	B	18 (457)	48 (1219)	13 (330)	133 (61)
260, 400	2	A	24 (610)	56 (1422)	14 (356)	250 (113)
	2	B	24 (610)	56 (1422)	14 (356)	260 (118)
	3	A	24 (610)	56 (1422)	14 (356)	260 (118)
	3	B	24 (610)	56 (1422)	14 (356)	270 (123)
150, 200, 230 <small>S³PHS 3ADTS/3NTS only</small>	2	A	24 (610)	56 (1422)	14 (356)	250 (113)
	2	B	24 (610)	56 (1422)	14 (356)	260 (118)
	3	A	24 (610)	56 (1422)	14 (356)	260 (118)
	3	B	24 (610)	56 (1422)	14 (356)	270 (123)
600	2	A	24 (610)	63 (1600)	17 (432)	300 (137)
	2	B	24 (610)	63 (1600)	17 (432)	320 (146)
	3	A	24 (610)	63 (1600)	17 (432)	320 (146)
	3	B	24 (610)	63 (1600)	17 (432)	320 (151)
800, 1000	2	A	34 (864)	72 (1829)	20 (508)	431 (196)
	2	B	34 (864)	72 (1829)	20 (508)	460 (209)
	3	A	34 (864)	72 (1829)	20 (508)	460 (209)
	3	B	34 (864)	72 (1829)	20 (508)	489 (222)
1200	2	A	38 (965)	87 (2210)	23 (584)	581 (264)
	2	B	38 (965)	87 (2210)	23 (584)	611 (277)
	3	A	38 (965)	87 (2210)	23 (584)	611 (277)
	3	B	38 (965)	87 (2210)	23 (584)	639 (290)
1600, 2000	3	A	38 (965)	87 (2210)	23 (584)	1160 (525)
	3	B	38 (965)	87 (2210)	23 (584)	1160 (525)
2600, 3000	3	A	38 (965)	91 (2311)	72 (1829)	1430 (649)
	3	B	38 (965)	91 (2311)	72 (1829)	1495 (679)

Notes:

- Unit is designed for top cable entry of emergency and load, and bottom entry of normal. A cable pull box is also available for all top or bottom cable access when required (optional accessory kit #K609027). Not required for type 3R, 4X and 12 enclosures where available.
- Enclosures for 2600, 3000 amperes are free-standing with removable top, sides and back.
- Dimensions for 30-200 amperes when furnished with accessory 135L power meter, 18"W - 41"H - 13"D
- Dimensional data is approximate and subject to change. Certified dimensions available upon request.

UL TYPE 3R, 4 OR 12 ENCLOSURE^{1,2,3,4}

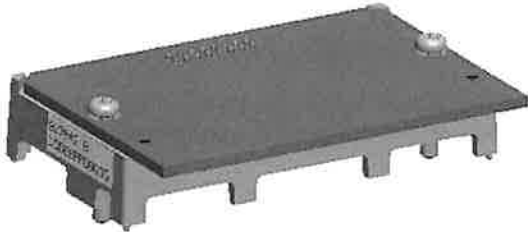
SWITCH RATING AMPS	PHASE POLES	NEUTRAL CODE	DIMENSIONS, IN. (MM)			APPROX. SHIPPING WEIGHT LB. (KG)
			WIDTH	HEIGHT	DEPTH	
30 ² , 70 ² , 104 ² 150 ² , 200 ² <small>(Non-Secure Enclosure)</small>	2	A	17.5 (445)	35 (886)	11.625 (295)	84 (38)
	2	B	17.5 (445)	35 (886)	11.625 (295)	87 (40)
	3	A	17.5 (445)	35 (886)	11.625 (295)	87 (40)
	3	B	17.5 (445)	35 (886)	11.625 (295)	90 (41)
230 <small>(Non-Secure Enclosure)</small>	2	A	18 (458)	50.5 (1284)	14.33 (364)	90 (41)
	2	B ³ or C	18 (458)	50.5 (1284)	14.33 (364)	132 (60)
	3	A	18 (458)	50.5 (1284)	14.33 (364)	140 (63)
	3	B ³ or C	18 (458)	50.5 (1284)	14.33 (364)	148 (67)
260, 400	2	A	24 (610)	63 (1600)	18.2 (462)	320 (146)
	2	B	24 (610)	63 (1600)	18.2 (462)	340 (155)
	3	A	24 (610)	63 (1600)	18.2 (462)	340 (155)
	3	B	24 (610)	63 (1600)	18.2 (462)	350 (160)
150, 200, 230 <small>S³PHS 3ADTS/3NTS only (Non-Secure Enclosure)</small>	2	A	24 (610)	63 (1600)	18.2 (462)	320 (146)
	2	B	24 (610)	63 (1600)	18.2 (462)	340 (155)
	3	A	24 (610)	63 (1600)	18.2 (462)	340 (155)
	3	B	24 (610)	63 (1600)	18.2 (462)	350 (160)
600 <small>(Non-Secure Enclosure)</small>	2	A	24 (610)	63 (1600)	18.2 (462)	320 (146)
	2	B	24 (610)	63 (1600)	18.2 (462)	340 (155)
	3	A	24 (610)	63 (1600)	18.2 (462)	340 (155)
	3	B	24 (610)	63 (1600)	18.2 (462)	350 (160)
800, 1000	2	A	34 (859)	72 (1821)	20 (508)	519 (236)
	2	B	34 (859)	72 (1821)	20 (506)	543 (246)
	3	A	34 (859)	72 (1821)	20 (506)	543 (246)
	3	B	34 (859)	72 (1821)	20 (506)	565 (257)
1200 <small>(Secure Enclosure)</small>	2	A	41 (1037)	95.5 (2415)	33.5 (848)	1131 (513)
	2	B	41 (1037)	95.5 (2415)	33.5 (848)	1160 (526)
	3	A	41 (1037)	95.5 (2415)	33.5 (848)	1160 (526)
	3	B	41 (1037)	95.5 (2415)	33.5 (848)	1189 (539)
1600, 2000 <small>(Secure Enclosure)</small>	3	A	42.5 (1074)	95.5 (2529)	47 (1189)	1705 (775)
	3	B	42.5 (1074)	95.5 (2529)	47 (1189)	1830 (832)
2600, 3000 <small>(Secure Enclosure)</small>	3	A	41 (1037)	95.5 (2529)	74 (1872)	2150 (976)
	3	B	41 (1037)	95.5 (2529)	74 (1872)	2230 (1012)

Notes:

- When climate conditions at installation site present condensation risk, special precautions should be taken, such as the inclusion of space heaters, to prevent interior condensation and freezing of this condensation.
- Dimensions for 30-200 amperes when furnished with a power meter 18"W - 48"H - 13"D
- 30-1000 amperes switches are available in secure type enclosures, contact ASCO for details.
- Dimensional data is approximate and subject to change. Certified dimensions available upon request.

Accessory 11BE Kit 935147 Kit Installation

ASCO® Series 300 Transfer Switches with a Group G Controller



Overview

These kit instructions explain how to install accessory 11BE Kit 935147 on Series 300 transfer switches with a Group G Controller.

Accessory 11BE is a four-function software bundle. Refer to **User's Guide 381333-400** for further information on this accessory. The four functions are:

Communication Under the *General* settings, a screen allows the user to configure *Communication* (RS485 port).

Programmable Exerciser Under the *Engine Exerciser* settings, a screen allows the user to configure the advanced exerciser.

Event Log Under the *Event Log* main menu, a screen allows the user to view events.

Common Alarm Under the *General* settings, a screen allows the user to configure *Common Alarms*.

Kit Contents

The accessory 11BE kit includes a dongle assembly:

- PC board with plug
- support frame
- two mounting screws with washers

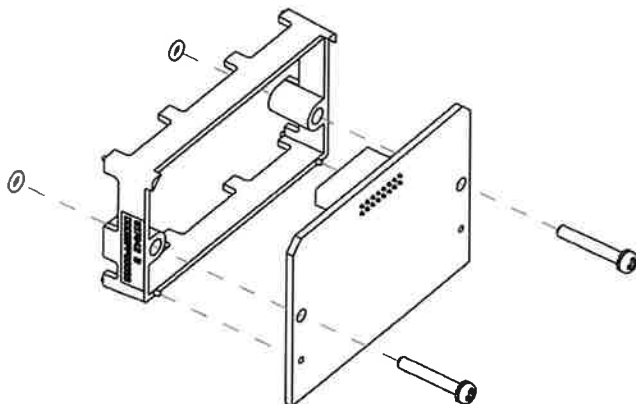


Figure 1. Accessory 11BE dongle kit.

⚠ DANGER

Hazardous voltage capable of causing shock, burns, or death is used in this transfer switch. Deenergize both normal and emergency power sources before installing the kit.

Installation

1. Deenergize the transfer switch. Then open the enclosure door and verify that all power is off.
2. Locate the Group G controller that is mounted on the inside of the door. Do not remove controller cover. Refer to Figures 1, 2, 3, and 4.
3. Position the dongle (with plug at top facing inward) onto the lower left area of the controller. Align the plug and socket and push it straight inward. The four corners of the support base, and mounting screws should fit into holes in the controller. Gently tighten the two screws. Do not over tighten.

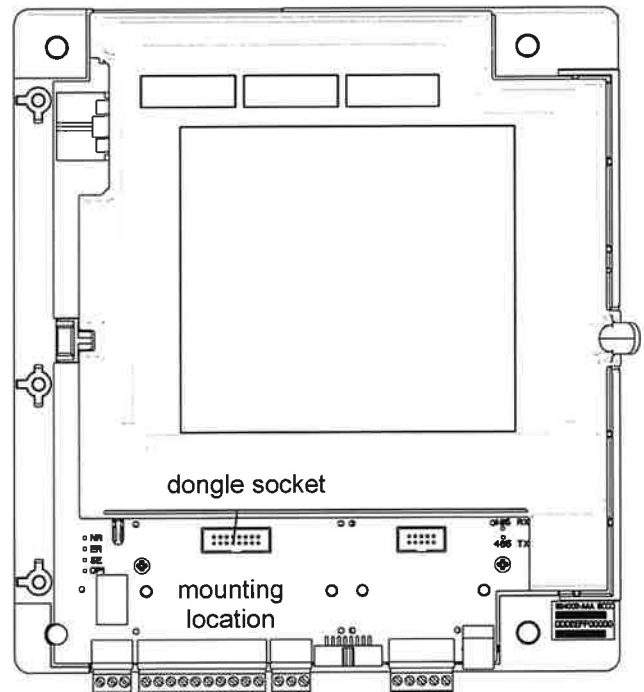


Figure 2. Mounting location on Group G controller.

(continued on the next page)

381339-315

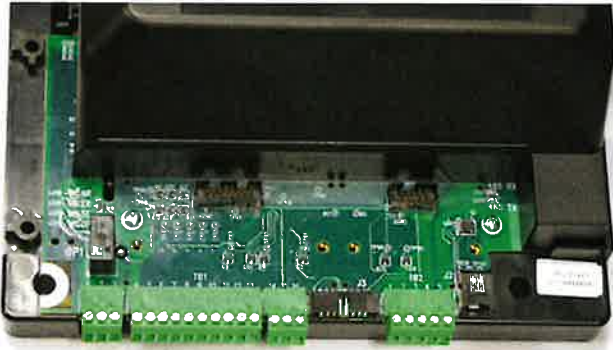


Figure 3. Detail of mounting location.

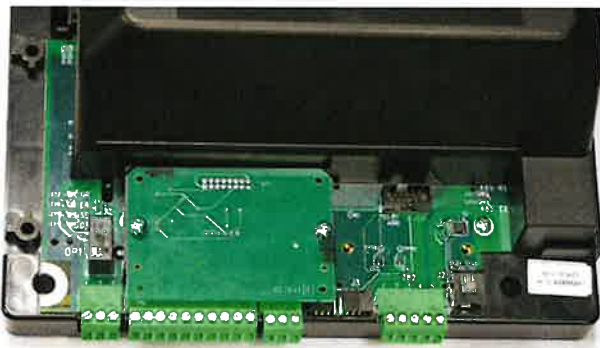


Figure 4. Detail of installed dongle.

4. After installation, close the enclosure door. Reenergize the transfer switch.
5. Refer to **User's Guide 381333-400** for further information on this accessory.

The four new functions in accessory 11BE are:

Communication Under the *General* settings, a screen allows the user to configure *Communication* (RS485 port).

Programmable Exerciser Under the *Engine Exerciser* settings, a screen allows the user to configure the advanced exerciser.

Event Log Under the *Event Log* main menu, a screen allows the user to view events.

Common Alarm Under the *General* settings, a screen allows the user to configure *Common Alarms*.

Accessory 11BE Kit Installation Record

Accessory 11BE Kit Number	_____
Installation Date	_____
Transfer Switch Serial Number	_____
Transfer Switch Catalog Number	_____
Installer's Name	_____
Installer's Company	_____
Customer Name	_____
Customer Company	_____

CD103M Dri-Prime® Pump

The Godwin Dri-Prime CD103M pump offers flow rates to 1020 USGPM and has the capability of handling solids up to 3.0" in diameter.

The CD103M is able to automatically prime to 28' of suction lift from dry. Automatic or manual starting/stopping available through integral mounted control panel or optional wireless-remote access.

Indefinite dry-running is no problem due to the unique Godwin liquid bath mechanical seal design. Solids handling, dry-running, and portability make the CD103M the perfect choice for dewatering and bypass applications.

Features and Benefits

- Simple maintenance normally limited to checking fluid levels and filters.
- Dri-Prime (continuously operated Venturi air ejector priming device) requiring no periodic adjustment. Optional compressor clutch available.
- Extensive application flexibility handling sewage, slurries, and liquids with solids up to 3.0" in diameter.
- Dry-running high pressure liquid bath mechanical seal with high abrasion resistant solid silicon carbide faces.
- Close-coupled centrifugal pump with Dri-Prime system coupled to a diesel engine or electric motor.
- All cast iron construction (stainless steel construction option available) with cast steel impeller.
- Also available in a critically silenced unit which reduces noise levels to less than 70 dBA at 30'.
- Standard engine Caterpillar C2.2T (IT4 Flex). Also available with John Deere 4024TF281 (IT4 Flex).

Please contact the factory or office for further details. A typical picture of the pump is shown. All information is approximate and for general guidance only.

**Proposed unit will be critically silenced.
The drawing is on the page after next.**



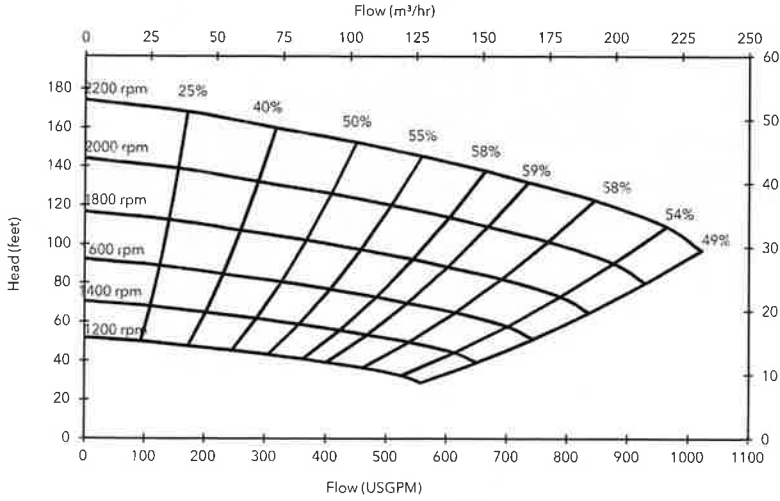
Specifications

Suction connection	4" 150# ANSI B16.5
Delivery connection	4" 150# ANSI B16.5
Max capacity	1020 USGPM †
Max solids handling	3.0"
Max impeller diameter	10.1"
Max operating temp	176 °F
Max pressure	75 psi
Max suction pressure	53 psi
Max casing pressure	113 psi
Max operating speed	2200 rpm

† Please contact our office for applications in excess of 176°F.

‡ Larger diameter pipes may be required for minimum flow.

Performance Curve



Materials

Pump casing & suction cover	Cast iron BS EN 1561 - 1997
Wearplates	Cast iron BS EN 1561 - 1997
Pump Shaft	Carbon steel BS 970 - 1991 817M40T
Impeller	Cast Steel BS3160 A5 Hardness to 200 HB Brinell
Non-return valve body	Cast iron BS EN 1561 - 1997
Mechanical seal	Silicon carbide faces with elastomers; Stainless steel body

Engine option 1

~~Caterpillar 3224 (IT4 Flex), 41 HP @ 2200 rpm~~

~~Impeller diameter: 10.1"~~

~~Pump speed: 2200 rpm~~

Suction Lift Table

Total Suction Head (feet)	Total Delivery Head (feet)				
	73	103	127	152	173
10	1022	915	685	350	
15	925	815	538	213	
20	835	715	437		
25	752	615	308		

~~Max Fuel consumption @ 2200 rpm: 2.4 US Gal/hr~~

~~Max Fuel consumption @ 1800 rpm: 2.3 US Gal/hr~~

~~Weight (Dry): 2,610 lbs~~

~~Dim (L) 119" (W) 66" (H) 77"~~

Engine option 2

~~John Deere 4024TF281 (IT4 Flex), 46 HP @ 2200 rpm~~

~~Impeller diameter: 10.1"~~

~~Pump speed: 2200 rpm~~

Suction Lift Table

Total Suction Head (feet)	Total Delivery Head (feet)				
	73	103	127	152	173
10	1022	915	685	350	
15	925	815	538	213	
20	835	715	437		
25	752	615	308		

~~Max Fuel consumption @ 2200 rpm: 2.6 US Gal/hr~~

~~Max Fuel consumption @ 1800 rpm: 2.3 US Gal/hr~~

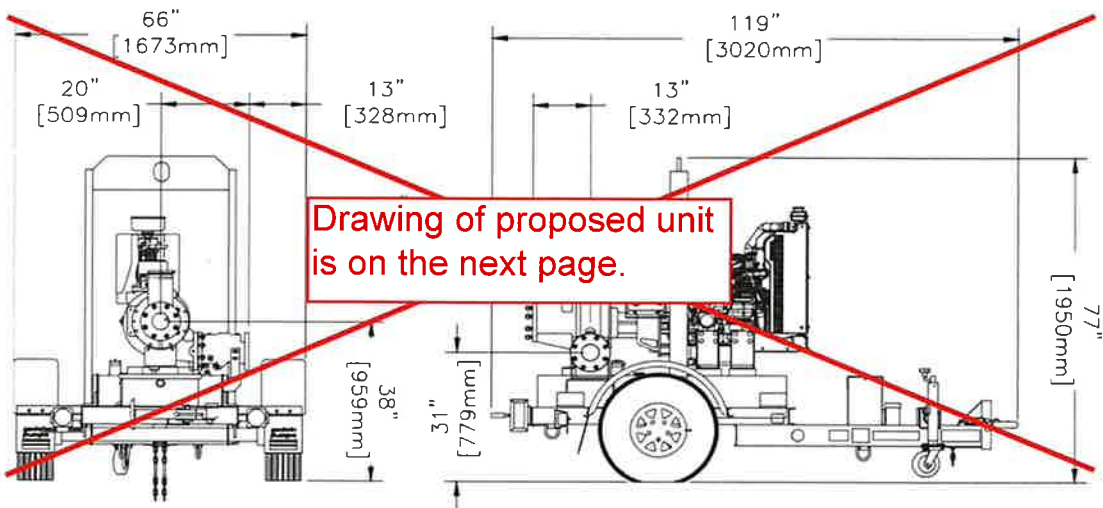
~~Weight (Dry): 2,400 lbs~~

~~Dim (L) 119" (W) 66" (H) 77"~~

Engine supplied will be the Mitsubishi S4Q2VSC iT4 Diesel Engine. The reference drawing is shown on the next page and the engine data sheet is in section 3.

2.6gal/hr
2.2gal/hr

Weight and dimensions of the unit are shown on the next page



Drawing of proposed unit is on the next page.

REVISIONS		DATE		APPROVED	
NO.	DESCRIPTION	DATE	BY	DATE	BY

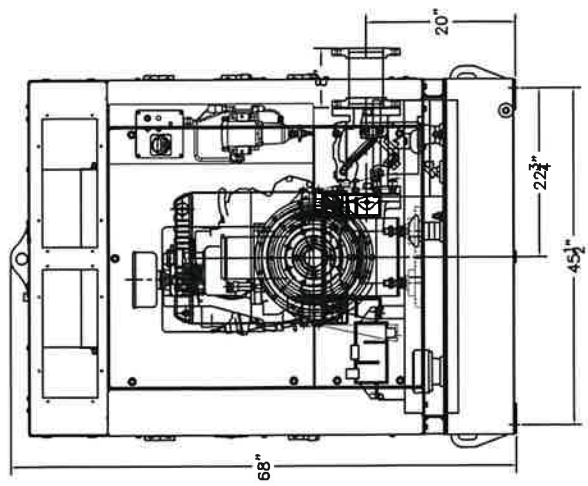
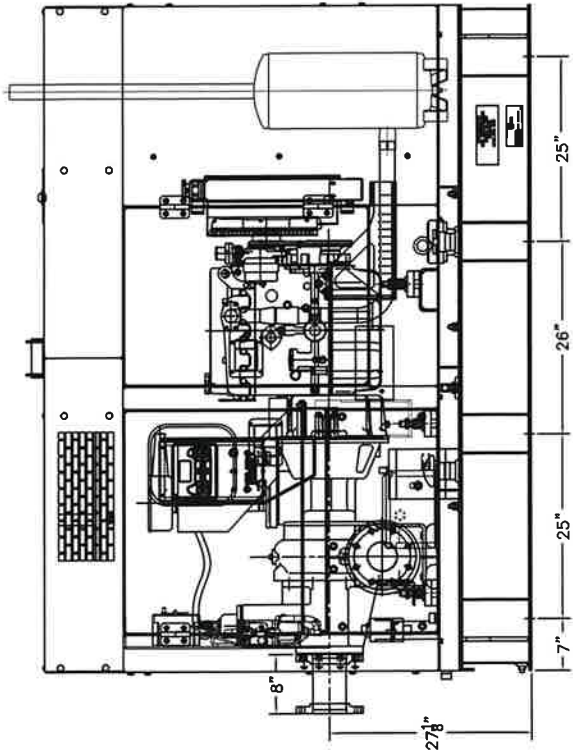
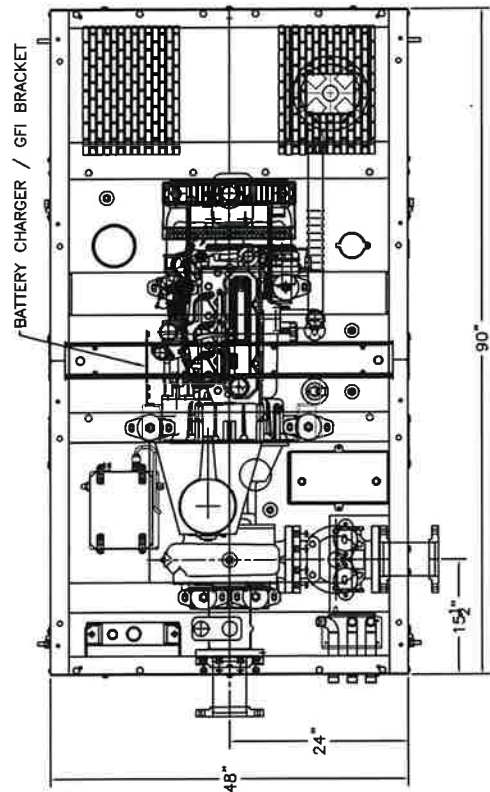
ZONE	REV	DATE	APPROVED

NO.	DESCRIPTION	DATE	BY	APPROVED

NO.	DESCRIPTION	DATE	BY	APPROVED

NO.	DESCRIPTION	DATE	BY	APPROVED

- NOTES
1. DIMENSIONS IN INCHES
 2. DO NOT SCALE DRAWING
 3. DRAWING IS NOT FOR CONSTRUCTION
 4. CONSULT FACTORY FOR CERTIFIED DIMENSIONS
 5. SUCTION FLANGE: 4"/150# ANSI RF
 6. DISCHARGE FLANGE: 4"/150# ANSI RF
 7. APPROX. DRY WEIGHT: 4000 LBS
 8. FUEL CAPACITY: 80 GALLONS



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a **xylem brand**
84 Dundee Road, Hollisport, NY 10884, USA
(850) 407-3600 • Fax: (850) 341-7323

TITLE
CD103M MITSUBISHI S402 UL
CRITICAL SILENCE N32-10580
S.O.F.
SIZE DWG NO. 100GPA0047036
SCALE 1/1 SHEET 1 OF 1
REV A

SYMBOLS ETC. TO ANSI Y14	THIRD ANGLE PROJ.	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES AND INCLUDE FINISHES TOLERANCES ARE: 2-PLACE DECIMALS ± .03 3-PLACE DECIMALS ± .010 ANGLES FRACTIONS 1/16	APPROVALS	DATE	SCALE
			DRAWN BY: J. STEISER APPROVED BY: P. MANTLAND		

CD103M

GODWIN DRI-PRIME® CD103M ONE (1) VARIABLE SPEED PUMP | SYSTEM CURVE VILLAMAR PHASE 4 LIFT STATION BACKUP PUMP WINTER HAVEN, FL

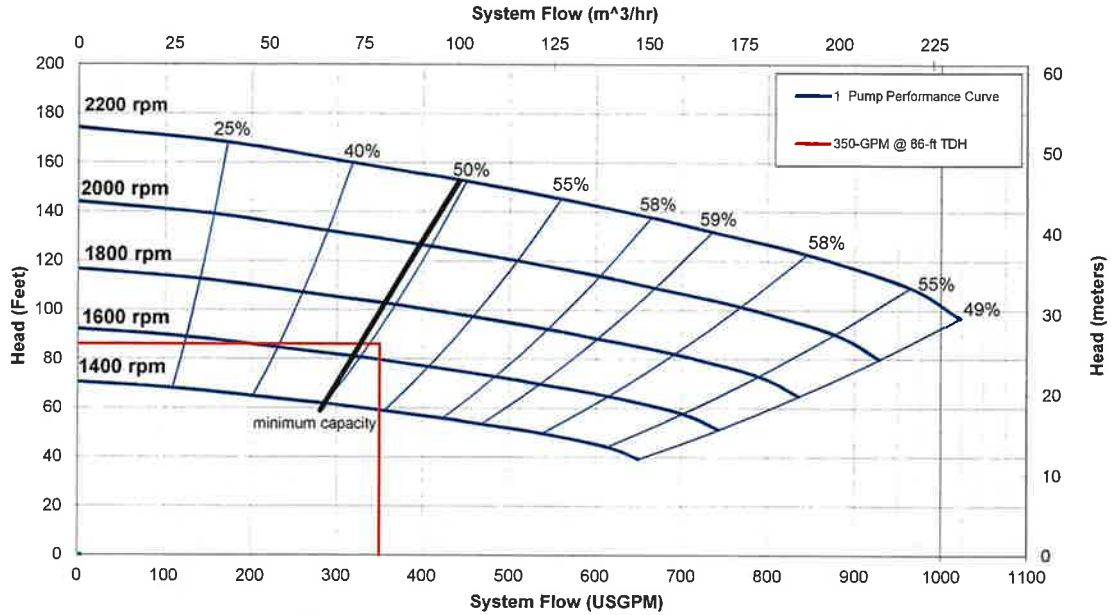
Suction Lift: 26.0 ft
Suction Pipe: 45 ft 6" DIP, (3)90°, (1)45°, (1)Red, (1)Tee, (1)Ent Loss

Xylem recommends upsizing the suction to 6" pipe. Friction loss through 4" pipe would be much greater and would cause cavitation at operating levels lower than 116.7'. Upsizing to 6" pipe would allow operating levels as low as 111.80'

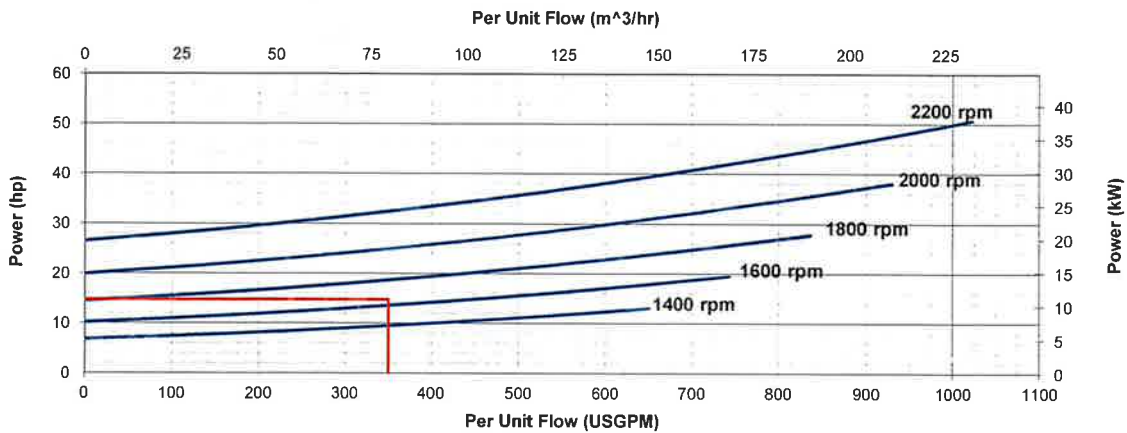
Pump On: 115.50
Pump Off: 112.00

Duty Point: 350gpm @ 86' TDH

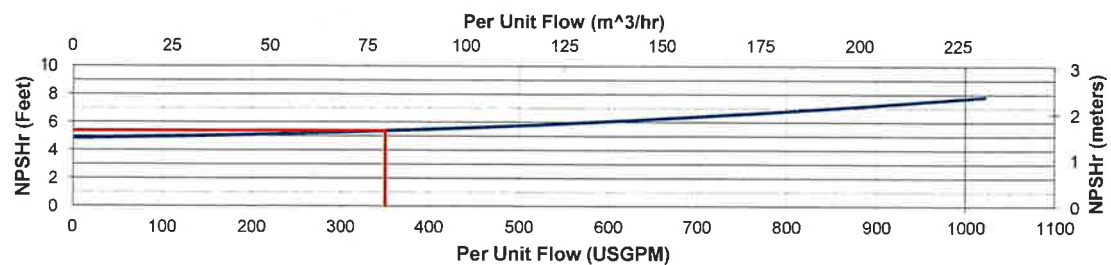
Performance - 256 mm Impeller | Variable Speed Curve



Power



NPSHr



Critically Silenced Dri-Prime® Pumps

The Godwin Critically Silenced enclosure houses the versatile Dri-Prime CD, HL, NC and Wellpoint range pumps in a specially designed, acoustically-silenced enclosure. The Critically Silenced unit is intended for use in any pumping application where engine and other noise must be kept to a minimum. Sound levels are approximately 69 dBA at 30 feet (9 meters).

Features and Benefits

- 14-gauge sheet metal (12-gauge on larger units) enclosure lined with 1" and 2" (25mm and 50mm) layers of polydamp acoustical sound-deadening material
- Engine designed with critical grade muffler, silenced priming exhaust, and isolated engine vibration to further reduce operating noise
- Hinged, lockable doors for controlled access to operating controls and service locations
- Entire unit can be unbolted and removed from the optional DOT highway trailer for added versatility
- UL142 rated and double wall fuel tanks are available



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Please contact the factory or office for further details. A typical picture of the pump is shown. All information is approximate and for general guidance only.

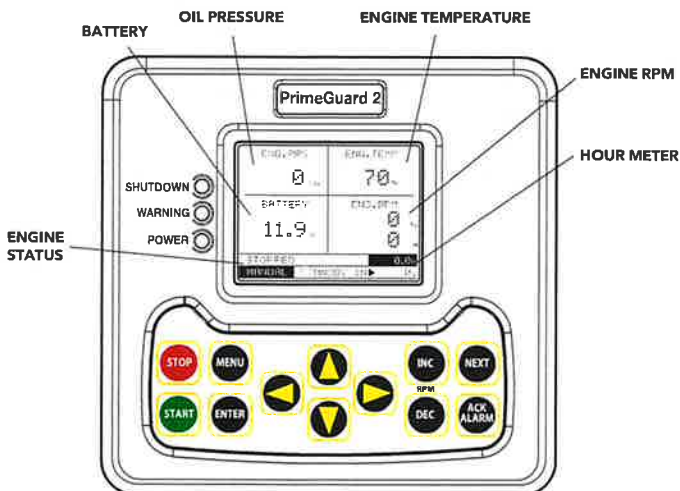
Godwin PrimeGuard 2 Controller

WITH FIELD SMART TECHNOLOGY

Godwin's diesel-driven automatic Dri-Prime® pumps include the Godwin PrimeGuard 2 automatic level controller, standard on all electronic diesel engines and available for mechanical diesel engines. PrimeGuard 2 is designed for use with diesel engines - up to and including Final Tier 4 - to communicate with the Engine Control Unit (ECU). The Godwin PrimeGuard 2 is a fully programmable microprocessor engine control system that allows for inputs from flow meters, level transducers, pressure transducers or standard floats. Using any of these systems, your Godwin Dri-Prime pump can start and stop automatically with no operator intervention required.

Features

- High performance, state-of-the-art, touch sensing digital controller
- Manual, automatic, or remote starting capabilities
- Security levels allow limited to full access of controller functionality
- Includes eight programmable relays and 66 selectable features, including pump running, pump failure, and others
- RS-485 communication ports enable communication with SCADA and other alarm equipment
- Capable of being run by pressure/level transducer with backup float switch operation
- Maintains an "event history" of all warning alarms (up to 32)
- User can pre-set engine rpm to maintain flow and head parameters when running unattended
- Tracks oil and filter usage and alerts operator when replacement is recommended
- Diesel engine warm up/cool down cycle available
- Real-time clock with battery back-up
- For interim and Final Tier 4 diesel engines, shows level of soot in the diesel particulate filter (DPF) and if engine needs regeneration. When the filter needs regeneration, the Godwin PrimeGuard 2 can be used to initiate the cycle.



Default "Home" screen illustrated above.

Godwin PrimeGuard Controller Basic Operation

- START** One-touch engine starting
- STOP** One-touch engine stopping
- Directional arrows** for screen navigation and data input
- MENU** Menu
- ENTER** Enters selected data
- INC** Increase RPM
- DEC** Decrease RPM
- NEXT** Exits parameter menu screen returns to engine status display
- ACK ALARM** Acknowledges alarms

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SQ-Series 29 to 49 HP



Model		S4Q2	S4Q2-T	
Specifications	Type	4-cycle, water-cooled, diesel		
		Natural-aspirated	Turbocharged	
	Bore x Stroke (mm)	88 x 103		
	Cylinder arrangement	Inline 4 Cyl.		
	Total Displacement	2.505 L		
	Combustion System	Swirl Chamber - IDI		
	Dry Weight kg/lbs.	195/430	200/442	
	Starting System	12 Volt Electric		
Fuel Oil	Diesel fuel oil (ASTM No. 2-D)			
Power Unit	Continuous Power Rating Output HP (kWm)	1500 rpm	28.6 (21.3)	31.5 (23.5)
		1800 rpm	35.8 (26.7)	37.7 (28.1)
		2000 rpm	40.1 (29.9)	42.2 (31.5)
		2200 rpm	43.7 (32.6)	44.9 (33.5)
		2400 rpm	45.7 (34.1)	48.5 (36.2)
		2500 rpm	46.4 (34.6)	N/A
Generators	Prime Power Rating Output HP (kWm) 60 Hz 1800 rpm	31.5 (23.5)	N/A	
	Stand-by Rating Output HP (kWm) 60 Hz 1800 rpm	33.5 (25.0)	N/A	

CONSTRUCTION:

- Ribbed thin-wall cast iron crankcase for added strength and durability
- Internal crankcase breather for reduced emissions
- Extra large bearing surfaces for low bearing loads and long life

LUBRICATION:

- Designed to run at up to 30 degrees of inclination.
- Full flow spin-on cartridge filter
- Forced circulation by gear pump
- Oil Capacity: 1.72 gal. (6.5 ltr)

FUEL & COMBUSTION SYSTEMS:

- Bosch style fuel injection pump
- Indirect injection combustion system for low noise and emissions
- Cylinder head is pre-chamber design to increase efficiency of combustion

MOUNTING:

- Standard crankcase side mounting pads for flexible mounting arrangements
- Rear engine support available from side mounting pads on SAE 4 housing

COOLING:

- Forced circulation by centrifugal pump
- Cooling packages available for ambient temperatures
- Cooling Fan (Std. Eqt.) : Variable Speed (VS)-Suction Generator Drive (GD)-Pusher

ELECTRIC SYSTEM:

- Starter: 12V, 2.0kW
- Alternator: 12V, 50 amp with integral regulator
- Glow Plugs: 12V
- High water temperature and low oil pressure switches
- Stop Solenoid: 12V, energized to run (ETR) solenoid

GOVERNING:

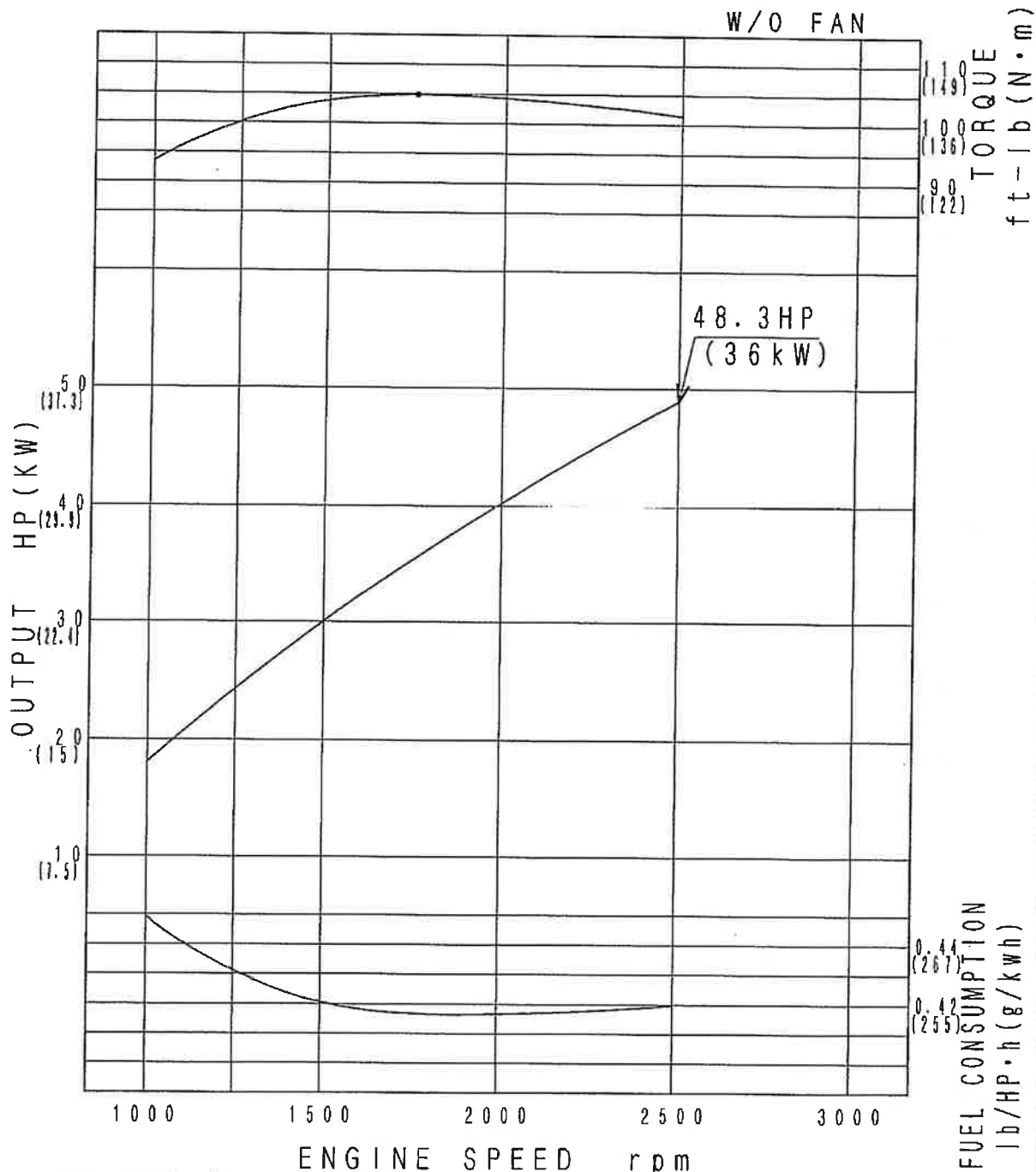
- Mechanical governing is provided for either variable or constant speeds

DRIVES:

- SAE 4 flywheel housing and 7.5 inch flywheel (GD & VS models)
- Rotation direction: counter-clockwise, facing the flywheel end
- Side PTO drives are available for mounting at the gear end

SPC-S4Q-304

MITSUBISHI DIESEL ENGINE MODEL S4Q2 PERFORMANCE CURVE



RATED BHP is the power rating for variable speed and load applications where full power is required intermittently. POWER OUTPUT is within + or - 5% at standard SAE J 1995 and ISO 3046 (Without Fan).

PFC-S4Q-098

12V GENPRO SERIES

Item 5.

GENPRO10X4
40A 4 BANK
10A 10A 10A 10A

GENPRO10X3
30A 3 BANK
10A 10A 10A

GENPRO10X2
20A 2 BANK
10A 10A

GENPRO10X1
10A 1 BANK
10A



WATERPROOF ON-BOARD BATTERY CHARGERS.™

IP68 100% WATERPROOF.

The GENPRO series is 100% waterproof and designed to withstand hours underwater. On-board chargers built for extreme conditions.

0.0V FORCE MODE.

For extremely dead batteries lower than 1-volt, manually turn on force mode to detect and charge batteries all the way down to zero volts.

24/7 ZERO OVERCHARGE.

Safely charge any battery year-round. Charge continuously without user intervention and with zero risk of overcharging your battery.

12V MULTI-CHEMISTRY, MULTI-TYPE.

Charge flooded, gel, maintenance-free, AGM, and lithium batteries. For use with starter, deep-cycle, marine batteries, and more.

NOCO genius GENPRO 10X3

NOCO

30339 Diamond Parkway, #102
Genworth, OH 44130 | USA
1.800.456.6626

no.co

LEAD ACID

WET

GEL

MF

EPB

AGM

LI-ION

STARTER | DEEP CYCLE | DUAL-PURPOSE



CHARGING MODES

12V

Used for 12V wet cell, gel, enhanced flooded, maintenance-free, & calcium batteries.



AGM

Used for 12V AGM or maintenance-free batteries.



LITHIUM

Used for 12V lithium-ion batteries (including lithium iron phosphate). Only for batteries with Battery Management Systems (BMS).



REPAIR

Used to repair old, idle, damaged, stratified, or sulfated batteries.



ADVANCED DIAGNOSTICS

STANDBY

The charger is in standby or the battery voltage is too low for the charger to detect.



BAD BATTERY

There is a possible battery short or the battery will not hold a charge. Consult a professional.



HIGH VOLTAGE

The battery voltage is too high for the selected charge mode. Check the battery and charge mode.



REVERSE POLARITY

Charger is connected to the battery in reverse. Reverse the connections.



THERMAL COMPENSATION.

The new integrated thermal sensor automatically monitors and adjusts the charging cycle based on fluctuations of ambient temperature. Avoids under-charging in cold weather down to -4°F and avoids over-charging in hot weather up to 104°F.

CHARGING TIMES

Battery Size



FORCE MODE

Used to charge batteries below 1V. All charge mode LED's will flash and the selected mode will illuminate. Management Systems (BMS).



GENPRO10X1

GENPRO10X2

GENPRO10X3

GENPRO10X4

	GENPRO10X1	GENPRO10X2	GENPRO10X3	GENPRO10X4
CHARGING CURRENT:	10A	20A	30A	40A
CURRENT PER BANK:			10A	
OUTPUT POWER:	150 W	300 W	450 W	600 W
CHARGING BANKS:	1	2	3	4
DIMENSIONS:	5.7 x 4.8 x 2.8in (145 x 122 x 71mm)	8.1 x 5.8 x 2.9in (206 x 147 x 74mm)	10.5 x 7.4 x 2.8in (267 x 188 x 71mm)	11.3 x 8.3 x 2.8in (287 x 211 x 71mm)
WEIGHT:	4 lbs (1.81 kg)	7.2 lbs (3.27 kg)	12.8 lbs (5.81 kg)	15.5 lbs (7.03 kg)
WHATS IN THE BOX:	<ul style="list-style-type: none"> • GENPRO10X1 On-Board Battery Charger • (2) #8 27mm Self-Tapping Screws • User Guide & Warranty 	<ul style="list-style-type: none"> • GENPRO10X2 On-Board Battery Charger • (2) #8 27mm Self-Tapping Screws • User Guide & Warranty 	<ul style="list-style-type: none"> • GENPRO10X3 On-Board Battery Charger • (2) #8 27mm Self-Tapping Screws • User Guide & Warranty 	<ul style="list-style-type: none"> • GENPRO10X4 On-Board Battery Charger • (2) #8 27mm Self-Tapping Screws • User Guide & Warranty
VOLUMETRICS:	<p>Retail Packaging: Dimensions: 7.6" x 7.2" x 6.1" Weight: 5.3 lbs UPC: 0-46221-19047-2</p> <p>Master Carton: Dimensions: 8.5" x 8.1" x 13.7" Weight: 12 lbs Quantity: 2 UCC: 10046221190479</p> <p>Inner Carton: Dimensions: 7.9" x 7.5" x 6.4" Weight: 2.95lbs</p> <p>Units Per Pallet: 120 Units</p>	<p>Retail Packaging: Dimensions: 10.7" x 9.2" x 6.3" Weight: 19.0 lbs UPC: 0-46221-19048-9</p> <p>Master Carton: Dimensions: 11.3" x 10" x 13.1" Weight: 29.0 lbs Quantity: 2 UCC: 10046221190486</p> <p>Inner Carton: Dimensions: 10.7" x 9.2" x 6.3" Weight: 9.1 lbs</p> <p>Units Per Pallet: 72 Units</p>	<p>Retail Packaging: Dimensions: 12.9" x 10.7" x 6.1" Weight: 13.4 lbs UPC: 0-46221-19049-6</p> <p>Master Carton: Dimensions: 13.7" x 11.6" x 15.5" Weight: 29.2 lbs Quantity: 2 UCC: 0046221190493</p> <p>Inner Carton: Dimensions: 13.1" x 11.6" x 15.5" Weight: 14.1 lbs</p> <p>Units Per Pallet: 44 Units</p>	<p>Retail Packaging: Dimensions: 13.8" x 11.7" x 6.1" Weight: 16.9 lbs UPC: 0-46221-19050-2</p> <p>Master Carton: Dimensions: 10.9" x 9.6" x 12.1" Weight: 35.9 lbs Quantity: 2 UCC: 10046221190509</p> <p>Inner Carton: Dimensions: 13.9" x 11.9" x 6.3" Weight: 17.5 lbs</p> <p>Units Per Pallet: 36 Units</p>

TECHNICAL SPECIFICATIONS

INPUT/WORKING VOLTAGE AC: 120-240 VAC, 50-60Hz
LOW-VOLTAGE DETECTION: 1V (12V)
BACK CURRENT DRAIN: <0.5mA

AMBIENT TEMPERATURE: -20°C to +50°C
HOUSING PROTECTION: IP68
COOLING: Natural Convection

NOCO

30339 Diamond Parkway, #102
 Glenview, OH 44139 USA
 1.800.456.6526

no.co



GODWIN PUMPS OF AMERICA, INC.

UL-142 Listed Skid Base Tank Specification

- 1) The Skid base tank shall be manufactured by MGS Incorporated or approved subcontractor and be a UL-142 approved double wall design constructed in accordance with Flammable and Combustible Liquids Code, NFPA 30; The Standard for Installation and use of Stationary Combustible Engine and Gas Turbines, NFPA 37; and The Standard for Emergency and Standby Power Systems, NFPA 110.
- 2) The tank design shall be a Closed Top Dike Containment Base Tank. It shall be of double wall construction having a primary tank to contain the diesel fuel, held within a dike that is intended to collect and contain any accidental leakage from the primary fuel tank. The completed base tank assembly is to incorporate skid mounting locations and must be able to support four times the rated load.
- 3) The primary tank shall be designed to withstand normal and emergency internal pressures and external loads. It shall be capable of withstanding internal air pressures of 3 to 5 psig without showing signs of excessive or permanent distortion and 25-psig hydrostatic pressure without evidence of rupture or leakage. The outer tank of the Secondary Containment Skid Base Tank must also be able to withstand internal air pressures of 3 to 5 psig without evidence of rupture or leakage.
- 4) The primary tank and containment dike shall have venting provisions to prevent the development of vacuum or pressure capable of distorting them as a result of the atmospheric temperature changes or while emptying or filling. The vent shall also permit the relief of internal pressures caused by exposure to fires. The vent size shall be determined by using the calculated wetted surface area in square feet (the top is excluded) in conjunction with venting capacity table 10.1 of UL-142. The tank's vent shall also be equipped with a coupling device and shall be located to facilitate connection to a vent piping system. The dike's vent may be an opening for venting directly to the atmosphere and protection from the entrance of natural elements or debris shall be provided.
- 5) The primary tank is to be constructed of 7 gauge ASTM A569 or A-36 hot rolled steel. Internal baffles or reinforcement plates shall be located on a maximum of 24 inch centers in tanks up to 60 inch width and on a maximum of 19.5 inch centers in tanks over 60 inch width. At least one baffle shall separate the fuel suction pipe from the fuel return line.
- 6) The outer tank is to be constructed in a manner to be able to support four times the wet load of the skid and housing. The entire load is to be carried by the outer tank so no load or vibration stress is placed on the primary tank. If the skid base tank is wider than the skid set to be supported, structural rails are to be incorporated to span the width of the base tank so that the load is transferred to the side rails of the tank. Vertical reinforcements shall be welded to the outer sides of the secondary tank or dike at a maximum of 45-inch centers on tanks up to 30 inches high and on 24-inch centers on tanks greater than 30 inches high. At least one vertical reinforcement shall be positioned adjacent to each mounting hole location.

GODWIN PUMPS OF AMERICA, INC.

UL-142 Listed Skid Base Tank Specification

7) Both the primary tank and containment dike shall be fitted with the proper welded pipe fittings to accommodate the requirements for the fill port and normal and emergency venting.

8) The completed assembly is to be cleaned with a heated pressure wash followed by a chromium free post treatment to ensure proper paint adhesion. The tank assembly is to be painted with an epoxy ester primer and high quality polyurethane enamel with total paint thickness of 3.5 mils. The painted tank assembly is to be baked at 180 degrees for 30 minutes to provide a hard durable finish.

9) Manufacturing and testing of this system shall be performed within the scope of Underwriters Laboratories, Inc. "Standard for Safety UL 142." A UL label shall be permanently attached to the tank system showing the following information:

- The registered UL mark and the name: Underwriters Laboratories, Inc.
- A control number and the word "listed"
- The product's name as identified by Underwriters Laboratories Inc.
- The serial number assigned by Underwriters Laboratories, Inc.
- Other manufacturer's information may also be included.

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 4-18-2024

DEPARTMENT: Public Utilities

NAME OF PERSON SECURING THE QUOTE: Raymond Morales

GENERAL DESCRIPTION OF ITEM: Required Emergency Generators Inspections & Preventative Maintenance

Vendor Selected:

VENDOR #1

COMPANY NAME: Mid Florida Diesel Generator
CONTACT NUMBER: 07262023 NAME OF REPRESENTATIVE: Suzanns McCoy
PRICE: \$10,730.00 SHIPPING:
COMMENTS:

Vendor Selected:

VENDOR #2

COMPANY NAME: Ring Power - CAT
CONTACT NUMBER: 769970 NAME OF REPRESENTATIVE: Tyler Harden
PRICE: \$41,484.86 SHIPPING:
COMMENTS:

Vendor Selected:

VENDOR #3

COMPANY NAME: TWA Tampa Armature Works
CONTACT NUMBER: No Bid NAME OF REPRESENTATIVE:
PRICE: SHIPPING:
COMMENTS: Failed to Make Site Visit - NO RESPONSE

DEPARTMENT DIRECTOR/SUPERVISOR: Tracy Mercer *Tracy Mercer* DATE: 4-18-2024

FINANCE DIRECTOR APPROVAL: DATE:

TOWN MANAGER APPROVAL: DATE:

ADDITIONAL COMMENTS:

SOLE SOURCE JUSTIFICATION:

Unit	Make/Model	Type	Developments	Tank Capacity	Totals
350KW	Blue Star	122995-1-1	Walden Vista	710	\$5,324.13
100KW	Blue Star	120149-1-1	Sol Vista	250	\$3,362.17
30KW	Blue Star	121519-1-1	Hilltop Estates Sub	140	\$3,190.43
600KW	CAT	EKW00866	Hickory Water Plant	1500	\$7,519.30
600KW	CAT	9EP03701	Waste Water Plant	2250	\$7,551.21
150KW	Generac	3002361870	Fire Department	↙ Natural Gas	\$2,711.89
200KW	Olympian	NNS02565	Riley's Grove	1000	\$4,117.41
230KW	Generac	2084042	Riner Plant	500 ↙ Natural Gas	\$4,996.43
150KW	Town Hall	3002349593	Town Hall		\$2,711.89
Total					\$41,484.86



Ring Power Corp.
10421 Fern Hill Dr
Riverview, FL 33578
Normal Hours - 7:30am-4:00pm

3 Year - Customer Value Agreement (CVA)

Quote Date: January 9, 2024 Effective Date: Upon signature

Company: Town of Dundee	Service Contact Name: Raymond Morales
Contact: Raymond Morales	Phone: 863-289-0755
Address: PO Box 1000	Email: Rmorales@townofdundee.com
City, St, Zip: Dundee FL, 133838	Owner Contact Name: Raymond Morales
Account: 769970	Phone: 863-289-0755
Unit Location: Walden Vista Sub	Email: Rmorales@townofdundee.com

Genset Make: Blue Star	S/N: 122995-1-1	Model: VD350-01	KW: 350	Voltage: 480	GenEnd S/N:
Engine Make: Volvo	S/N:	Model:	Arrangement:		
Fuel Tank Make: Belly	S/N:		Primary Tank Capacity: 710	Day Tank Capacity:	
Tfr Switch Make:	S/N:	Model:	Amperage:		

Pricing for Service Levels:	Price Each	Qty	Total
Technical Analysis (T/A) -	\$560.00	1	\$560.00
Annual Maintenance with T/A -	\$1,869.94	1	\$1,869.94
Load Bank Testing Only -	\$1,942.31	1	\$1,942.31
Fuel Tank Inspection with Fuel Quality Analysis -	\$951.88	1	\$951.88

Annual Total \$ 5,324.13

Payment Options:

- PM As performed Yearly \$4,372.25
- Fuel Tank As performed Yearly \$951.88
- AES As performed Yearly

****See Next Page for a detailed Scope of Work to be completed.**

****State sales tax and misc supply fees to apply to quoted prices, and are not included in the above total****

This estimate is made subject to the buyer's acceptance within thirty (30) days from this date. Pricing is guaranteed for the term of the agreement. In the event the Consumer Price Index published by the US Bureau of Labor Statistics described by the identifier CUUR0000SA0 - Consumer Price Index All Urban Consumers exceeds 3% for the previous 12 months of the agreement, Ring Power reserves the right to adjust the pricing of this agreement, not to exceed the 12-month CPI change more than 3%. Agreements will auto-renew at the expiration date without interruption for 12 months and are subject to annual pricing adjustments. The agreement can be canceled by either party at any time. All Ring Power standard terms and conditions apply.

Ring Power Systems technicians are covered by Workman's Compensation insurance. In no event shall Ring Power Systems be liable for any indirect, special or consequential damages, such as, but not limited to, loss of anticipated profits or other economic loss in connection with, or arising out of, furnishing, functioning or the use of any items of equipment or services provided for in this agreement. If the equipment is not available for service at the scheduled time, the customer will be billed time and travel costs.

Authorization:

Accepted By: _____ **PO #:** _____

Customer Print: _____

Customer Sign: _____

Date: _____

Quoted By: _____

PSSR: Tyler Harden _____

Sign: _____

Date: _____

Salesperson: Tyler Harden **Office:** (813) 671-3700 **Cell:** (813) 919-4292 **Email:** Tyler.Harden@RingPower.com

Service Dept: Levi Pauley **Office:** (813) 865-2309 **Cell:** (813)-538-8338 **Email:** Levi.Pauley@ringpower.com

Normal Business Hours - 7:30am-4:00pm M-F EMERGENCY AFTER HOURS: (813) 781-8639

2022CVA - SQ - TG - G25C

Scope of Work Description

Technical Analysis

- Qualified technician to perform 52 point Technical Analysis
- Chemically test engine coolant.
- Take oil sample to have Ring Power Oil Laboratory analyze. If any problems are found we will advise you immediately to determine a plan of action.
- Provide service report, this will advise of any problems noted with unit.

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s)
- Drain engine crankcase oil & refill to proper capacity
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

Load Bank Testing (LBT) and Technical Analysis (Annually at time of Annual Service)

- Provide load bank test equipment and technician to perform load bank testing.
- Thermal heat scan of engine, generator, and radiator

Annual Fuel Tank Inspection

In accordance with ASTM D-975 and FDEP Regulations 62-762.501 & 62-762.601

- Complete a field report of the covered equipment's condition, including but not limited to: emergency vents, vent tube, fuel gauge, fill cap, drop/fill tubes, gaskets and tank monitoring equipment.
- Notification of an non-compliance issues (written documentation)

Fuel Tank Inspection with Fuel Quality Analysis:

- Fuel samples taken depth equivalent of the pickup tube.
- Check sumps and fuel lines
- Add bacterial & fungal growth blend inhibitor

Chemical Lab Analysis Includes:

- API Gravity
- Cetane Index
- Bottom sediment & water
- Sulfur
- Distillation (Boiling point, end point, recovered percentages)
- Thermal stability
- Bacterial
- % Residue



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Contact: Raymond Morales	Phone: 863-289-0755
Address: PO Box 1000	Email: Rmorales@townofdundee.com
City, St, Zip: Dundee FL, 133838	Owner Contact Name: Raymond Morales
Account: 769970	Phone: 863-289-0755
Unit Location: Sol Vista Sub	Email: Rmorales@townofdundee.com

GenSet	Make: Blue Star	S/N: 120149-1-1	Model: JD100-01	KW: 100	Voltage: 240	GenEnd S/N:
Engine	Make: John Deere	S/N: PE4045N038380	Model: 4045HF285	Arrangement:		
Fuel Tank	Make: Belly	S/N:		Primary Tank Capacity: 250	Day Tank Capacity:	
Tfr Switch	Make:	S/N:	Model:	Amperage:		

Pricing for Service Levels:	Price Each	Qty	Total
Technical Analysis (T/A) -	\$560.00	1	\$560.00
Annual Maintenance with T/A -	\$932.35	1	\$932.35
Load Bank Testing Only -	\$917.93	1	\$917.93
Fuel Tank Inspection with Fuel Quality Analysis -	\$951.88	1	\$951.88

Annual Total \$ 3,362.17

Payment Options:

PM	<input checked="" type="checkbox"/> As performed	<input type="checkbox"/> Yearly \$2,410.28
Fuel Tank	<input checked="" type="checkbox"/> As performed	<input type="checkbox"/> Yearly \$951.88
AES	<input type="checkbox"/> As performed	<input type="checkbox"/> Yearly

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Accepted By: _____	PO #: _____	Quoted By: _____
Customer Print: _____		PSSR: Tyler Harden
Customer Sign: _____		Sign: _____
Date: _____		Date: _____

Salesperson: Tyler Harden	Office: (813) 671-3700	Cell: (813) 919-4292	Email: Tyler.Harden@RingPower.com
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2022CVA - SQ - TG - G25C

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Contact: Raymond Morales	Phone: 863-289-0755
Address: PO Box 1000	Email: Rmorales@townofdundee.com
City, St, Zip: Dundee FL, 133838	Owner Contact Name: Raymond Morales
Account: 769970	Phone: 863-289-0755
Unit Location: Hilltop Estates Sub	Email: Rmorales@townofdundee.com

Genset Make: Blue Star	S/N: 121519-1-1	Model: JD30-03IT4	KW: 30	Voltage: 240	GenEnd S/N:
Engine Make: John Deere	S/N: CD3029L331695	Model: 3029TFH89	Arrangement:		
Fuel Tank Make: Belly	S/N:		Primary Tank Capacity: 140	Day Tank Capacity:	
Tfr Switch Make:	S/N:	Model:	Amperage:		

Pricing for Service Levels:	Price Each	Qty	Total
Technical Analysis (T/A) -	\$560.00	1	\$560.00
Annual Maintenance with T/A -	\$850.30	1	\$850.30
Load Bank Testing Only -	\$828.26	1	\$828.26
Fuel Tank Inspection with Fuel Quality Analysis -	\$951.88	1	\$951.88

Annual Total \$ 3,190.43

Payment Options:

PM	<input checked="" type="checkbox"/> As performed	<input type="checkbox"/> Yearly \$2,238.55
Fuel Tank	<input checked="" type="checkbox"/> As performed	<input type="checkbox"/> Yearly \$951.88
AES	<input type="checkbox"/> As performed	<input type="checkbox"/> Yearly

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Customer Sign: _____

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Quoted By: _____

PSSR: Tyler Harden

Sign: _____

Date: _____

Salesperson: Tyler Harden **Office:** (813) 671-3700 **Cell:** (813) 919-4292 **Email:** Tyler.Harden@RingPower.com

Service Dept: Levi Pauley **Office:** (813) 865-2309 **Cell:** (813)-538-8338 **Email:** Levi.Pauley@ringpower.com

Normal Business Hours - 7:30am-4:00pm M-F EMERGENCY AFTER HOURS: (813) 781-8639

2022CVA - SQ - TG - G25C

Scope of Work Description

Technical Analysis

- Qualified technician to perform 52 point Technical Analysis
- Chemically test engine coolant
- Take oil sample to have Ring Power Oil Laboratory analyze. If any problems are found we will advise you immediately to determine a plan of action.
- Provide service report, this will advise of any problems noted with unit.

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s)
- Drain engine crankcase oil & refill to proper capacity
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

Load Bank Testing (LBT) and Technical Analysis (Annually at time of Annual Service)

- Provide load bank test equipment and technician to perform load bank testing.
- Thermal heat scan of engine, generator, and radiator

Annual Fuel Tank Inspection

In accordance with ASTM D-975 and FDEP Regulations 62-762.501 & 62-762.601

- Complete a field report of the covered equipment's condition, including but not limited to: emergency vents, vent tube, fuel gauge, fill cap, drop/fill tubes, gaskets and tank monitoring equipment.
- Notification of an non-compliance issues (written documentation)

Fuel Tank Inspection with Fuel Quality Analysis:

- Fuel samples taken depth equivalent of the pickup tube.
- Check sumps and fuel lines
- Add bacterial & fungal growth blend inhibitor

Chemical Lab Analysis Includes:

- API Gravity
- Cetane Index
- Bottom sediment & water
- Sulfur
- Distillation (Boiling point, end point, recovered percentages)
- Thermal stability
- Bacterial
- % Residue



Ring Power Corp.
10421 Fern Hill Dr
Riverview, FL 33578
Normal Hours - 7:30am-4:00pm

3 Year - Customer Value Agreement (CVA)

Quote Date: January 9, 2024 Effective Date: Upon signature

Company: Town of Dundee	Service Contact Name: Raymond Morales
Contact: Raymond Morales	Phone: 863-289-0755
Address: PO Box 1000	Email: Rmorales@townofdundee.com
City, St, Zip: Dundee FL, 133838	Owner Contact Name: Raymond Morales
Account: 769970	Phone: 863-289-0755
Unit Location: Hickory Waste Water Plant	Email: Rmorales@townofdundee.com

Genset Make: CAT	S/N: EKW00866	Model: LC7	KW: 600	Voltage: 480	GenEnd S/N: G7A02781
Engine Make: CAT	S/N: EST00864	Model: C18	Arrangement:		
Fuel Tank Make: Belly	S/N:		Primary Tank Capacity: 1500	Day Tank Capacity:	
Tfr Switch Make:	S/N:	Model:	Amperage:		

Pricing for Service Levels:	Price Each	Qty	Total
Technical Analysis (T/A) -	\$560.00	1	\$560.00
Annual Maintenance with T/A -	\$2,668.25	1	\$2,668.25
Load Bank Testing Only -	\$3,157.62	1	\$3,157.62
Fuel Tank Inspection with Fuel Quality Analysis -	\$1,133.43	1	\$1,133.43

Annual Total \$ 7,519.30

Payment Options:

PM	<input checked="" type="checkbox"/> As performed	<input type="checkbox"/> Yearly \$6,385.87
Fuel Tank	<input checked="" type="checkbox"/> As performed	<input type="checkbox"/> Yearly \$1,133.43
AES	<input type="checkbox"/> As performed	<input type="checkbox"/> Yearly

****See Next Page for a detailed Scope of Work to be completed.**

****State sales tax and misc supply fees to apply to quoted prices, and are not included in the above total****

This estimate is made subject to the buyer's acceptance within thirty (30) days from this date. Pricing is guaranteed for the term of the agreement. In the event the Consumer Price Index published by the US Bureau of Labor Statistics described by the identifier CUUR000SA0 - Consumer Price Index All Urban Consumers exceeds 3% for the previous 12 months of the agreement, Ring Power reserves the right to adjust the pricing of this agreement, not to exceed the 12-month CPI change more than 3%. Agreements will auto-renew at the expiration date without interruption for 12 months and are subject to annual pricing adjustments. The agreement can be canceled by either party at any time. All Ring Power standard terms and conditions apply.

Ring Power Systems technicians are covered by Workman's Compensation insurance. In no event shall Ring Power Systems be liable for any indirect, special or consequential damages, such as, but not limited to, loss of anticipated profits or other economic loss in connection with, or arising out of, furnishing, functioning or the use of any items of equipment or services provided for in this agreement. If the equipment is not available for service at the scheduled time, the customer will be billed time and travel costs.

Authorization:

Accepted By: _____	PO #: _____	Quoted By: _____
Customer Print: _____		PSSR: Tyler Harden
Customer Sign: _____		Sign: _____
Date: _____		Date: _____

Salesperson: Tyler Harden	Office: (813) 671-3700	Cell: (813) 919-4292	Email: Tyler.Harden@RingPower.com
Service Dept: Levi Pauley	Office: (813) 865-2309	Cell: (813)-538-8338	Email: Levi.Pauley@ringpower.com

Normal Business Hours - 7:30am-4:00pm M-F **EMERGENCY AFTER HOURS:** (813) 781-8639

2022CVA - SQ - TG - G25C

Scope of Work Description

Technical Analysis

- Qualified technician to perform 52 point Technical Analysis
- Chemically test engine coolant.
- Take oil sample to have Ring Power Oil Laboratory analyze. If any problems are found we will advise you immediately to determine a plan of action.
- Provide service report, this will advise of any problems noted with unit.

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s)
- Drain engine crankcase oil & refill to proper capacity
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

Load Bank Testing (LBT) and Technical Analysis (Annually at time of Annual Service)

- Provide load bank test equipment and technician to perform load bank testing.
- Thermal heat scan of engine, generator, and radiator

Annual Fuel Tank Inspection

In accordance with ASTM D-975 and FDEP Regulations 62-762.501 & 62-762.601

- Complete a field report of the covered equipment's condition, including but not limited to: emergency vents, vent tube, fuel gauge, fill cap, drop/fill tubes, gaskets and tank monitoring equipment.
- Notification of an non-compliance issues (written documentation)

Fuel Tank Inspection with Fuel Quality Analysis:

- Fuel samples taken depth equivalent of the pickup tube.
- Check sumps and fuel lines
- Add bacterial & fungal growth blend inhibitor

Chemical Lab Analysis Includes:

- API Gravity
- Cetane Index
- Bottom sediment & water
- Sulfur
- Distillation (Boiling point, end point, recovered percentages)
- Thermal stability
- Bacterial
- % Residue



Ring Power Corp.
10421 Fern Hill Dr
Riverview, FL 33578
Normal Hours - 7:30am-4:00pm

3 Year - Customer Value Agreement (CVA)

Quote Date: January 9, 2024 Effective Date: Upon signature

Company: Town of Dundee	Service Contact Name: Raymond Morales
Contact: Raymond Morales	Phone: 863-289-0755
Address: PO Box 1000	Email: Rmorales@townofdundee.com
City, St, Zip: Dundee FL, 133838	Owner Contact Name: Raymond Morales
Account: 769970	Phone: 863-289-0755
Unit Location: Waste Water Plant	Email: Rmorales@townofdundee.com

GenSet Make: CAT S/N: 9EP03701 Model: SR4B KW: 600 Voltage: 480 GenEnd S/N: AGT01282
Engine Make: CAT S/N: 3FZ08573 Model: 3412 Arrangement:
Fuel Tank Make: Belly S/N: Primary Tank Capacity: 2250 Day Tank Capacity:
Tfr Switch Make: S/N: Model: Amperage:

Pricing for Service Levels:	Price Each	Qty	Total
Technical Analysis (T/A) -	\$560.00	1	\$560.00
Annual Maintenance with T/A -	\$2,668.25	1	\$2,668.25
Load Bank Testing Only -	\$3,157.62	1	\$3,157.62
Fuel Tank Inspection with Fuel Quality Analysis -	\$1,165.33	1	\$1,165.33

Annual Total \$ 7,551.21

Payment Options:

PM <input checked="" type="checkbox"/> As performed <input type="checkbox"/> Yearly \$6,385.87
Fuel Tank <input checked="" type="checkbox"/> As performed <input type="checkbox"/> Yearly \$1,165.33
AES <input type="checkbox"/> As performed <input type="checkbox"/> Yearly

****See Next Page for a detailed Scope of Work to be completed.**

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Ring Power Systems technicians are covered by Workman's Compensation insurance. In no event shall Ring Power Systems be liable for any indirect, special or consequential damages, such as, but not limited to, loss of anticipated profits or other economic loss in connection with, or arising out of, furnishing, functioning or the use of any items of equipment or services provided for in this agreement. If the equipment is not available for service at the scheduled time, the customer will be billed time and travel costs.

Authorization:

Accepted By: _____ PO #: _____	Quoted By: _____
Customer Print: _____	PSSR: Tyler Harden _____
Customer Sign: _____	Sign: _____
Date: _____	Date: _____

Salesperson: Tyler Harden	Office: (813) 671-3700	Cell: (813) 919-4292	Email: Tyler.Harden@RingPower.com
Service Dept: Levi Pauley	Office: (813) 865-2309	Cell: (813)-538-8338	Email: Levi.Pauley@ringpower.com

Normal Business Hours - 7:30am-4:00pm M-F EMERGENCY AFTER HOURS: (813) 781-8639

2022CVA - SQ - TG - G25C

Scope of Work Description

Technical Analysis

- Qualified technician to perform 52 point Technical Analysis
- Chemically test engine coolant.
- Take oil sample to have Ring Power Oil Laboratory analyze. If any problems are found we will advise you immediately to determine a plan of action.
- Provide service report, this will advise of any problems noted with unit.

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s)
- Drain engine crankcase oil & refill to proper capacity
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

Load Bank Testing (LBT) and Technical Analysis (Annually at time of Annual Service)

- Provide load bank test equipment and technician to perform load bank testing.
- Thermal heat scan of engine, generator, and radiator

Annual Fuel Tank Inspection

In accordance with ASTM D-975 and FDEP Regulations 62-762.501 & 62-762.601

- Complete a field report of the covered equipment's condition, including but not limited to: emergency vents, vent tube, fuel gauge, fill cap, drop/fill tubes, gaskets and tank monitoring equipment.
- Notification of an non-compliance issues (written documentation)

Fuel Tank Inspection with Fuel Quality Analysis:

- Fuel samples taken depth equivalent of the pickup tube.
- Check sumps and fuel lines
- Add bacterial & fungal growth blend inhibitor

Chemical Lab Analysis Includes:

- API Gravity
- Cetane Index
- Bottom sediment & water
- Sulfur
- Distillation (Boiling point, end point, recovered percentages)
- Thermal stability
- Bacterial
- % Residue



Ring Power Corp.
10421 Fern Hill Dr
Riverview, FL 33578
Normal Hours - 7:30am-4:00pm

3 Year - Customer Value Agreement (CVA)

Quote Date: January 9, 2024	Effective Date: Upon signature
Company: Town of Dundee	Service Contact Name: Raymond Morales
Contact: Raymond Morales	Phone: 863-289-0755
Address: PO Box 1000	Email: Rmorales@townofdundee.com
City, St, Zip: Dundee FL, 133838	Owner Contact Name: Raymond Morales
Account: 769970	Phone: 863-289-0755
Unit Location: Fire Department	Email: Rmorales@townofdundee.com

Genset	Make: Generac	S/N: 3002361870	Model: QT15068JNAC	KW: 150	Voltage: 240	GenEnd S/N:
Engine	Make:	S/N:	Model:	Arrangement:		
Fuel Tank	Make: NG	S/N:		Primary Tank Capacity:		Day Tank Capacity:
Tfr Switch	Make:	S/N:	Model:	Amperage:		

Pricing for Service Levels:	Price Each	Qty	Total
Technical Analysis (T/A) -	\$560.00	1	\$560.00
Annual Maintenance with T/A -	\$1,007.37	1	\$1,007.37
Load Bank Testing Only -	\$1,144.52	1	\$1,144.52

Annual Total \$ 2,711.89

Payment Options:

PM	<input checked="" type="checkbox"/>	As performed	<input type="checkbox"/>	Yearly \$2,711.89
Fuel Tank	<input type="checkbox"/>	As performed	<input type="checkbox"/>	Yearly
AES	<input type="checkbox"/>	As performed	<input type="checkbox"/>	Yearly

****See Next Page for a detailed Scope of Work to be completed.**

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Authorization:

Accepted By: _____ **PO #:** _____

Customer Print: _____

Customer Sign: _____

Date: _____

Quoted By: _____

PSSR: Tyler Harden _____

Sign: _____

Date: _____

Salesperson: Tyler Harden **Office:** (813) 671-3700 **Cell:** (813) 919-4292 **Email:** Tyler.Harden@RingPower.com

Service Dept: Levi Pauley **Office:** (813) 865-2309 **Cell:** (813)-538-8338 **Email:** Levi.Pauley@ringpower.com

Normal Business Hours - 7:30am-4:00pm M-F **EMERGENCY AFTER HOURS:** (813) 781-8639

2022CVA - SQ - TG - G25C

Scope of Work Description

Technical Analysis

- Qualified technician to perform 52 point Technical Analysis
- Chemically test engine coolant.
- Take oil sample to have Ring Power Oil Laboratory analyze. If any problems are found we will advise you immediately to determine a plan of action.
- Provide service report, this will advise of any problems noted with unit.

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s)
- Drain engine crankcase oil & refill to proper capacity
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

Load Bank Testing (LBT) and Technical Analysis (Annually at time of Annual Service)

- Provide load bank test equipment and technician to perform load bank testing.
- Thermal heat scan of engine, generator, and radiator



Ring Power Corp.
10421 Fern Hill Dr
Riverview, FL 33578
Normal Hours - 7:30am-4:00pm

3 Year - Customer Value Agreement (CVA)

Quote Date: January 9, 2024 Effective Date: Upon signature

Table with company and service contact information. Includes fields for Company, Contact, Address, City, St, Zip, Account, Unit Location, Service Contact Name, Phone, Email, Owner Contact Name, and Amperage.

Table with equipment specifications. Includes fields for Genset, Engine, Fuel Tank, Tfr Switch, Make, S/N, Model, KW, Voltage, GenEnd S/N, Arrangement, Primary Tank Capacity, and Day Tank Capacity.

Table for Pricing for Service Levels. Columns: Service Level, Price Each, Qty, Total. Rows include Technical Analysis (T/A), Annual Maintenance with T/A, Load Bank Testing Only, and Fuel Tank Inspection with Fuel Quality Analysis.

Annual Total \$ 4,117.41

Payment Options:

- PM [x] As performed [] Yearly \$3,165.53
Fuel Tank [x] As performed [] Yearly \$951.88
AES [] As performed [] Yearly

**See Next Page for a detailed Scope of Work to be completed.

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Authorization:

Accepted By: PO #:
Customer Print:
Customer Sign:
Date:

Quoted By:
PSSR: Tyler Harden
Sign:
Date:

Salesperson: Tyler Harden Office: (813) 671-3700 Cell: (813) 919-4292 Email: Tyler.Harden@RingPower.com
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Scope of Work Description

Technical Analysis

- Qualified technician to perform 52 point Technical Analysis
- Chemically test engine coolant
- Take oil sample to have Ring Power Oil Laboratory analyze. If any problems are found we will advise you immediately to determine a plan of action.
- Provide service report, this will advise of any problems noted with unit.

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
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- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
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Load Bank Testing (LBT) and Technical Analysis (Annually at time of Annual Service)

- Provide load bank test equipment and technician to perform load bank testing.
- Thermal heat scan of engine, generator, and radiator

Annual Fuel Tank Inspection

In accordance with ASTM D-975 and FDEP Regulations 62-762.501 & 62-762.601

- Complete a field report of the covered equipment's condition, including but not limited to: emergency vents, vent tube, fuel gauge, fill cap, drop/fill tubes, gaskets and tank monitoring equipment.
- Notification of an non-compliance issues (written documentation)

Fuel Tank Inspection with Fuel Quality Analysis:

- Fuel samples taken depth equivalent of the pickup tube.
- Check sumps and fuel lines
- Add bacterial & fungal growth blend inhibitor

Chemical Lab Analysis Includes:

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- Cetane Index
- Bottom sediment & water
- Sulfur
- Distillation (Boiling point, end point, recovered percentages)
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Riverview, FL 33578
Normal Hours - 7:30am-4:00pm

3 Year - Customer Value Agreement (CVA)

Quote Date: January 9, 2024	Effective Date: Upon signature
Company: Town of Dundee	Service Contact Name: Raymond Morales
Contact: Raymond Morales	Phone: 863-289-0755
Address: PO Box 1000	Email: Rmorales@townofdundee.com
City, St, Zip: Dundee FL, 133838	Owner Contact Name: Raymond Morales
Account: 769970	Phone: 863-289-0755
Unit Location: Riner Plant	Email: Rmorales@townofdundee.com

GenSet Make: Generac S/N: 2084042 Model: 5482450100 KW: 230 Voltage: 480 GenEnd S/N:
Engine Make: T.R.A.D S/N: Model: Arrangement:
Fuel Tank Make: Belly S/N: Primary Tank Capacity: 500 Day Tank Capacity:
Tfr Switch Make: S/N: Model: Amperage:

Pricing for Service Levels:	Price Each	Qty	Total
Technical Analysis (T/A) -	\$560.00	1	\$560.00
Annual Maintenance with T/A -	\$1,723.01	1	\$1,723.01
Load Bank Testing Only -	\$1,761.53	1	\$1,761.53
Fuel Tank Inspection with Fuel Quality Analysis -	\$951.88	1	\$951.88

Annual Total \$ 4,996.43

Payment Options:

PM As performed Yearly \$4,044.55
 Fuel Tank As performed Yearly \$951.88
 AES As performed Yearly

****See Next Page for a detailed Scope of Work to be completed.**

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Date: _____		Date: _____

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2022CVA - SQ - TG - G25C

Scope of Work Description

Technical Analysis

- Qualified technician to perform 52 point Technical Analysis
- Chemically test engine coolant.
- Take oil sample to have Ring Power Oil Laboratory analyze. If any problems are found we will advise you immediately to determine a plan of action.
- Provide service report, this will advise of any problems noted with unit.

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
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Load Bank Testing (LBT) and Technical Analysis (Annually at time of Annual Service)

- Provide load bank test equipment and technician to perform load bank testing.
- Thermal heat scan of engine, generator, and radiator

Annual Fuel Tank Inspection

In accordance with ASTM D-975 and FDEP Regulations 62-762.501 & 62-762.601

- Complete a field report of the covered equipment's condition, including but not limited to: emergency vents, vent tube, fuel gauge, fill cap, drop/fill tubes, gaskets and tank monitoring equipment.
- Notification of an non-compliance issues (written documentation)

Fuel Tank Inspection with Fuel Quality Analysis:

- Fuel samples taken depth equivalent of the pickup tube.
- Check sumps and fuel lines
- Add bacterial & fungal growth blend inhibitor

Chemical Lab Analysis Includes:

- API Gravity
- Cetane Index
- Bottom sediment & water
- Sulfur
- Distillation (Boiling point, end point, recovered percentages)
- Thermal stability
- Bacterial
- % Residue



Power Systems Division

Ring Power Corp.
10421 Fern Hill Dr
Riverview, FL 33578
Normal Hours - 7:30am-4:00pm

3 Year - Customer Value Agreement (CVA)

Quote Date: January 9, 2024 Effective Date: Upon signature

Company: Town of Dundee	Service Contact Name: Raymond Morales
Contact: Raymond Morales	Phone: 863-289-0755
Address: PO Box 1000	Email: Rmorales@townofdundee.com
City, St, Zip: Dundee FL, 133838	Owner Contact Name: Raymond Morales
Account: 769970	Phone: 863-289-0755
Unit Location: Town Hall	Email: Rmorales@townofdundee.com

Genset Make: Generac	S/N: 3002349593	Model: QT15068JNAC	KW: 150	Voltage: 240	GenEnd S/N:
Engine Make:	S/N:	Model:	Arrangement:		
Fuel Tank Make: NG	S/N:		Primary Tank Capacity:		Day Tank Capacity:
Tfr Switch Make:	S/N:	Model:	Amperage:		

Pricing for Service Levels:	Price Each	Qty	Total
Technical Analysis (T/A) -	\$560.00	1	\$560.00
Annual Maintenance with T/A -	\$1,007.37	1	\$1,007.37
Load Bank Testing Only -	\$1,144.52	1	\$1,144.52

Annual Total \$ 2,711.89

Payment Options:

As performed Yearly \$2,711.89
 As performed Yearly
 As performed Yearly

****See Next Page for a detailed Scope of Work to be completed.**

****State sales tax and misc supply fees to apply to quoted prices, and are not included in the above total****

This estimate is made subject to the buyer's acceptance within thirty (30) days from this date. Pricing is guaranteed for the term of the agreement. In the event the Consumer Price Index published by the US Bureau of Labor Statistics described by the identifier CUUR0000SA0 - Consumer Price Index All Urban Consumers exceeds 3% for the previous 12 months of the agreement, Ring Power reserves the right to adjust the pricing of this agreement, not to exceed the 12-month CPI change more than 3%. Agreements will auto-renew at the expiration date without interruption for 12 months and are subject to annual pricing adjustments. The agreement can be canceled by either party at any time. All Ring Power standard terms and conditions apply.

Ring Power Systems technicians are covered by Workman's Compensation insurance. In no event shall Ring Power Systems be liable for any indirect, special or consequential damages, such as, but not limited to, loss of anticipated profits or other economic loss in connection with, or arising out of, furnishing, functioning or the use of any items of equipment or services provided for in this agreement. If the equipment is not available for service at the scheduled time, the customer will be billed time and travel costs.

Authorization:

Accepted By: _____	PO #: _____	Quoted By: _____
Customer Print: _____		PSSR: Tyler Harden
Customer Sign: _____		Sign: _____
Date: _____		Date: _____

Salesperson: Tyler Harden	Office: (813) 671-3700	Cell: (813) 919-4292	Email: Tyler.Harden@RingPower.com
Service Dept: Levi Pauley	Office: (813) 865-2309	Cell: (813)-538-8338	Email: Levi.Pauley@ringpower.com

Normal Business Hours - 7:30am-4:00pm M-F EMERGENCY AFTER HOURS: (813) 781-8639

2022CVA - SQ - TG - G25C

Scope of Work Description

Technical Analysis

- Qualified technician to perform 52 point Technical Analysis
- Chemically test engine coolant
- Take oil sample to have Ring Power Oil Laboratory analyze. If any problems are found we will advise you immediately to determine a plan of action.
- Provide service report, this will advise of any problems noted with unit.

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s)
- Drain engine crankcase oil & refill to proper capacity
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

Load Bank Testing (LBT) and Technical Analysis (Annually at time of Annual Service)

- Provide load bank test equipment and technician to perform load bank testing.
- Thermal heat scan of engine, generator, and radiator

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 4-48-2024

DEPARTMENT: Public Utilities

NAME OF PERSON SECURING THE QUOTE: Raymond Morales

GENERAL DESCRIPTION OF ITEM: Required Emergency Generators Inspections & Preventative Maintenance

Vendor Selected:

VENDOR #1

COMPANY NAME: Mid Florida Diesel Generator

CONTACT NUMBER: 07262023 NAME OF REPRESENTATIVE: Suzanns McCoy

PRICE: \$10,730.00 SHIPPING:

COMMENTS:

Vendor Selected:

VENDOR #2

COMPANY NAME: Ring Power - CAT

CONTACT NUMBER: 769970 NAME OF REPRESENTATIVE: Tyler Harden

PRICE: \$41,484.86 SHIPPING:

COMMENTS:

Vendor Selected:

VENDOR #3

COMPANY NAME: TWA Tampa Armature Works

CONTACT NUMBER: No Bid NAME OF REPRESENTATIVE:

PRICE: SHIPPING:

COMMENTS: Failed to Make Site Visit - NO RESPONSE

DEPARTMENT DIRECTOR/SUPERVISOR: Tracy Mercer *Tracy Mercer* DATE: 4-18-2024

FINANCE DIRECTOR APPROVAL: DATE:

TOWN MANAGER APPROVAL: DATE:

ADDITIONAL COMMENTS:

SOLE SOURCE JUSTIFICATION:



TOWN COMMISSION MEETING

April 23, 2024 at 6:30 PM

Item 6.

AGENDA ITEM TITLE:	DISCUSSION & ACTION, DUKE ENERGY LIGHTING AGREEMENT
SUBJECT:	Town Commission will consider the lighting improvement agreement with Duke Energy
STAFF ANALYSIS:	Staff reached out to Duke Energy with resident concerns regarding poor lighting conditions along Main Street and Dundee Road area. Duke sent an engineer out who completed a field evaluation and sent in the attached agreement and map showing where lighting could be improved. Duke will charge a one time fee of \$6500 and add \$400 per month to our bill. An ETA will be provided after approval.
FISCAL IMPACT:	\$6500
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Lighting Map Agreement



FLO1 LIGHTING SERVICE AGREEMENT

Customer Information:
TOWN OF DUNDEE
JVICE@TOWNOFDUNDEE.COM
..

Project Information:
105 CENTER ST
DUNDEE Florida 33838-4306

Account Number:
9100 8946 2118

Work Order Number:
53173381

Duke Energy Representative Contact Info:
Ben Davis

This Lighting Service Agreement is hereby entered into this 15th day of April, 2024, between Duke Energy (hereinafter called the “Company”) and TOWN OF DUNDEE (hereinafter referred to as the “Customer”) for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company’s Rate Schedule LS1U and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FLORIDA PUBLIC SERVICE COMMISSION) and as may be amended and subsequently filed with the FLORIDA PUBLIC SERVICE COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FLORIDA PUBLIC SERVICE COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative _____

Date Signed _____

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years (0) Months	0.00	0.00	6157.77	6157.77	0.00
10 Years (120) Months	390.94	0.00	0.00	46912.80	390.94

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
R	004	REM ONLY: Light Fixture Cobra Drop Lens High Pressure S	0.00	0.00	0.00	0.00	0.00
R	002	REM ONLY: Light Fixture Cobra Flat Lens High Pressure S	0.00	0.00	0.00	0.00	0.00
R	001	Light Fixture Cobra Flat Lens High Pressure Sodium 200W	0.00	0.00	0.00	0.00	0.00
R	001	Light Fixture Cobra Flat Lens High Pressure Sodium 250W	0.00	0.00	0.00	0.00	0.00
R	001	REM ONLY: Light Fixture Cobra Flat Lens High Pressure S	0.00	0.00	0.00	0.00	0.00
I	020	Light Fixture Roadway LED 110W Gray Type III 3000K serv	5.85	1.39	3.42	10.66	213.20
I	010	Light Fixture Roadway LED 220W Gray Type III 3000K serv	8.68	1.39	6.84	16.91	169.10
R	005	Light Fixture Turnpike High Pressure Sodium 250W Gray T	0.00	0.00	0.00	0.00	0.00
I	002	Light Pole Wood 35ft Class 5	4.32	0.00	0.00	4.32	8.64
Rental, Maintenance, F&E Totals:			\$212.44	\$41.70	\$136.80		
Estimated Change to Base Monthly Charge Total							\$390.94

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



One Time Charges			
Quantity Required	One Time Charge Description	Unit Price	Sub-Total
001	CIAC <i>Ex: Includes Construction Costs or possible Early Termination charges for removals</i>	6157.77	6157.77
	Total Estimated One Time Amount		\$6,157.77

DA Note: REMAINING TOTAL COST = (INITIAL TERM) - (# OF MONTHS BILLED) * (INITIAL MONTHLY COST)



Outdoor lighting Terms and Conditions

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge:	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, Billing Adjustments**,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.

6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.

7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.

9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.

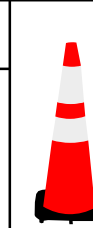
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).

12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.

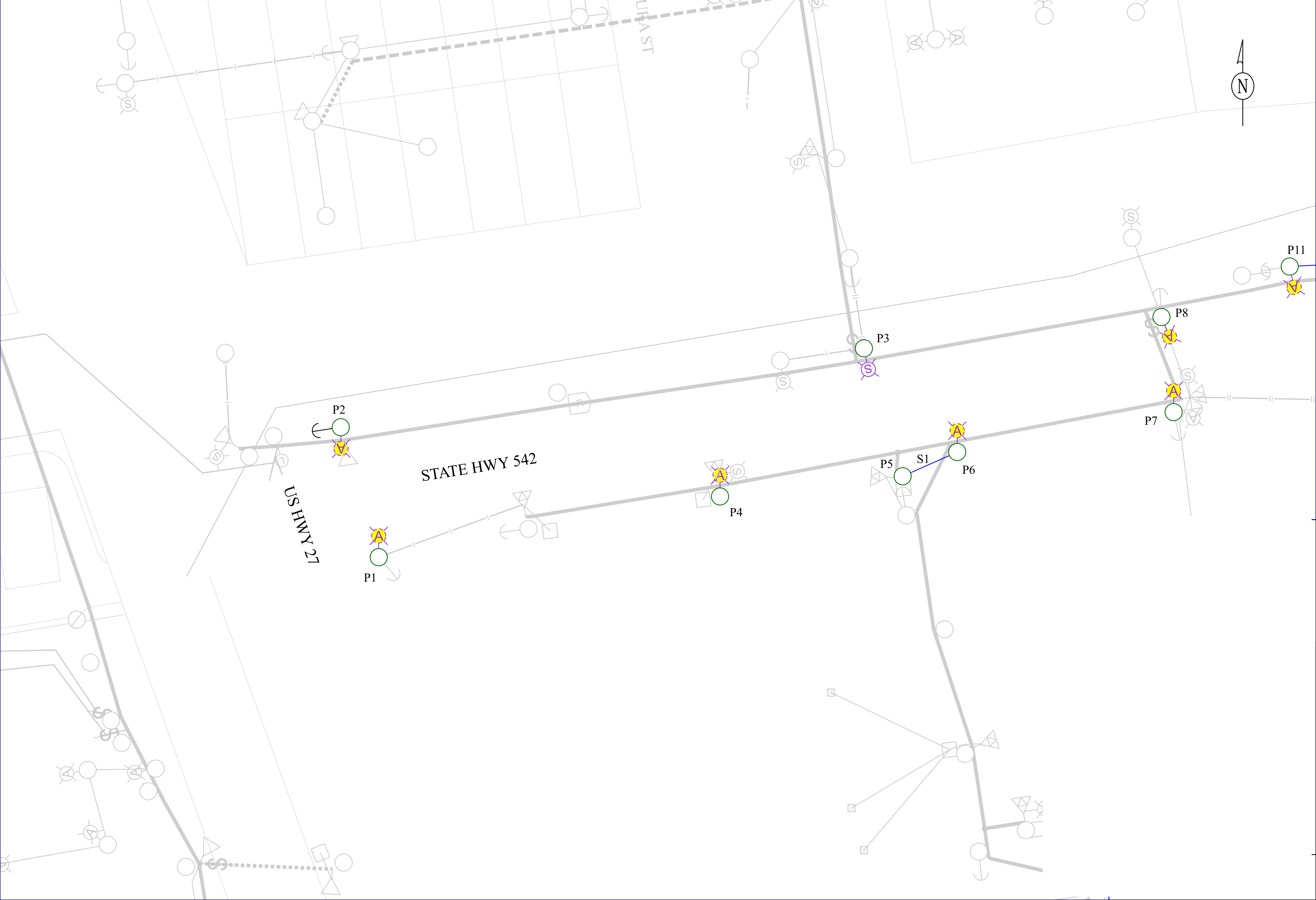
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.

14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.
19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.
20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

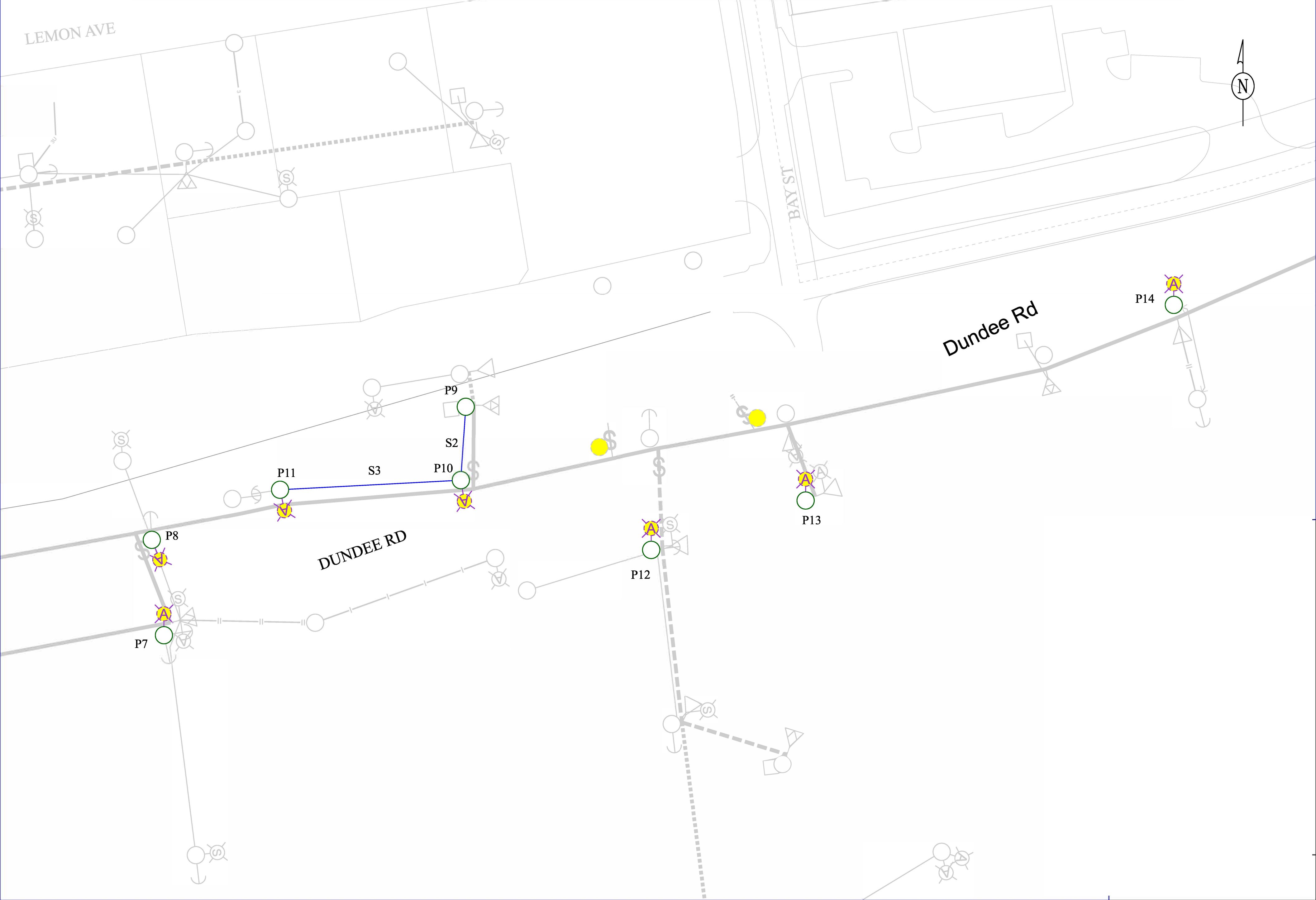


REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



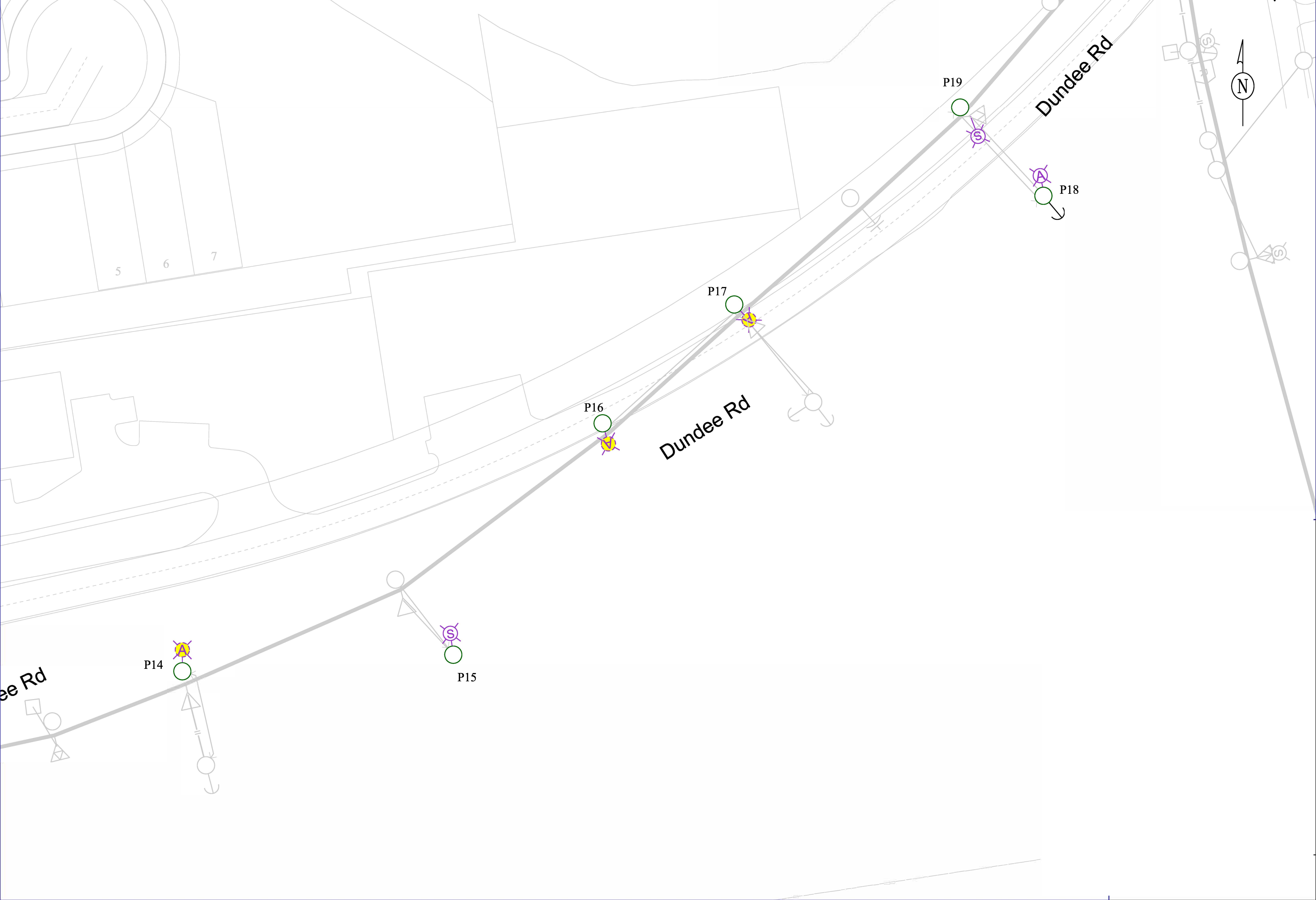


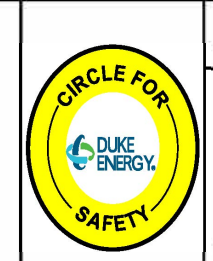
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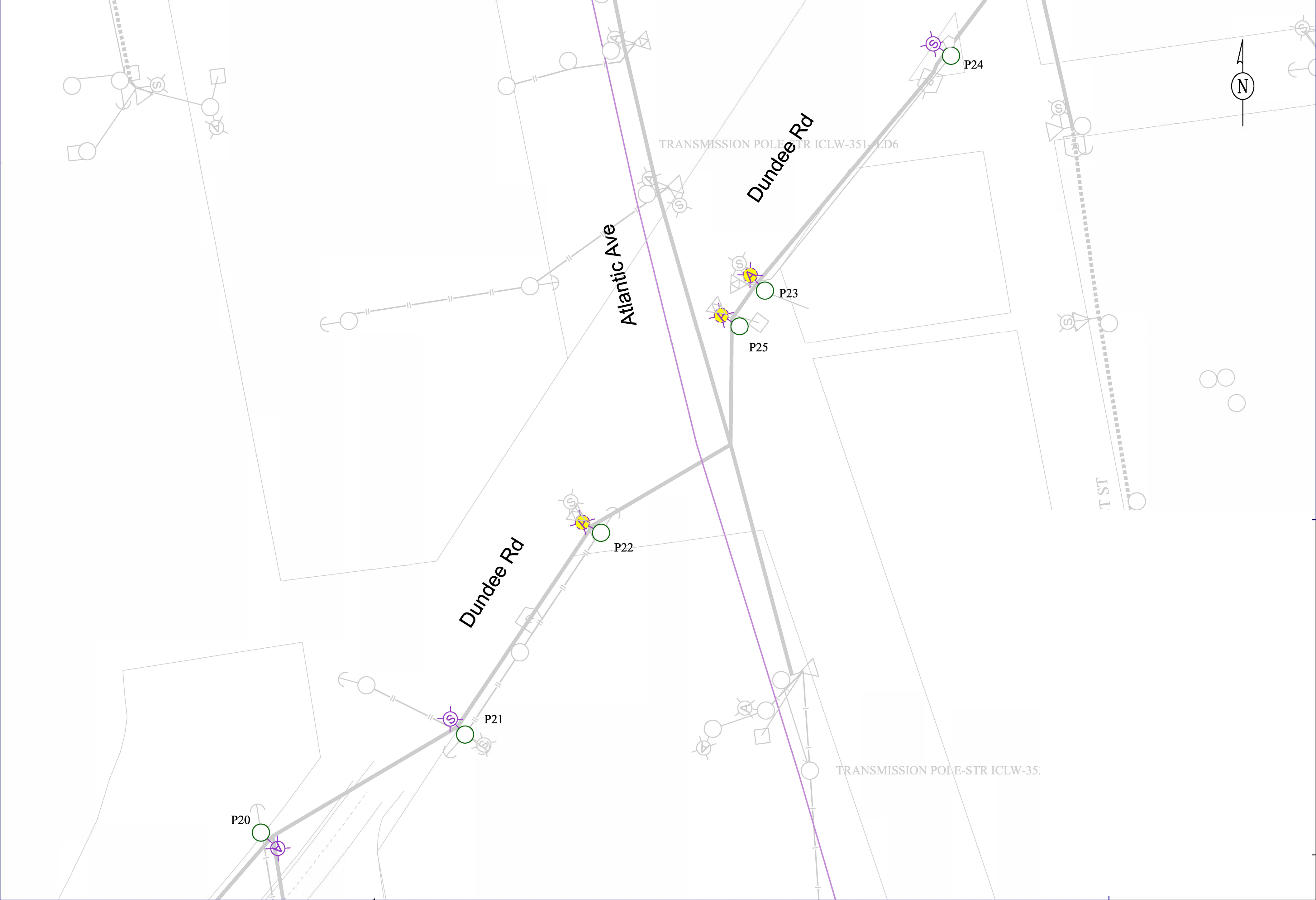


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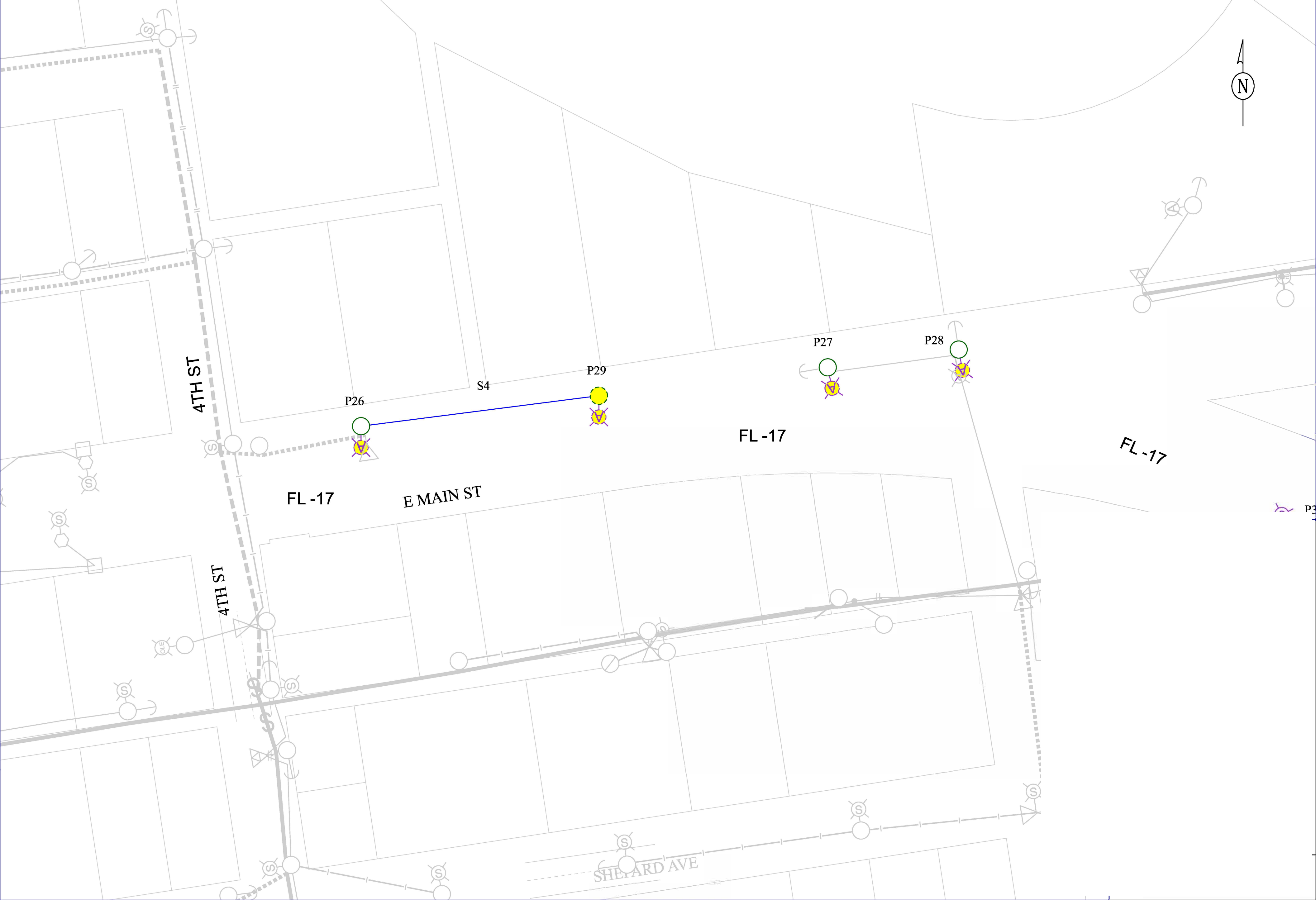


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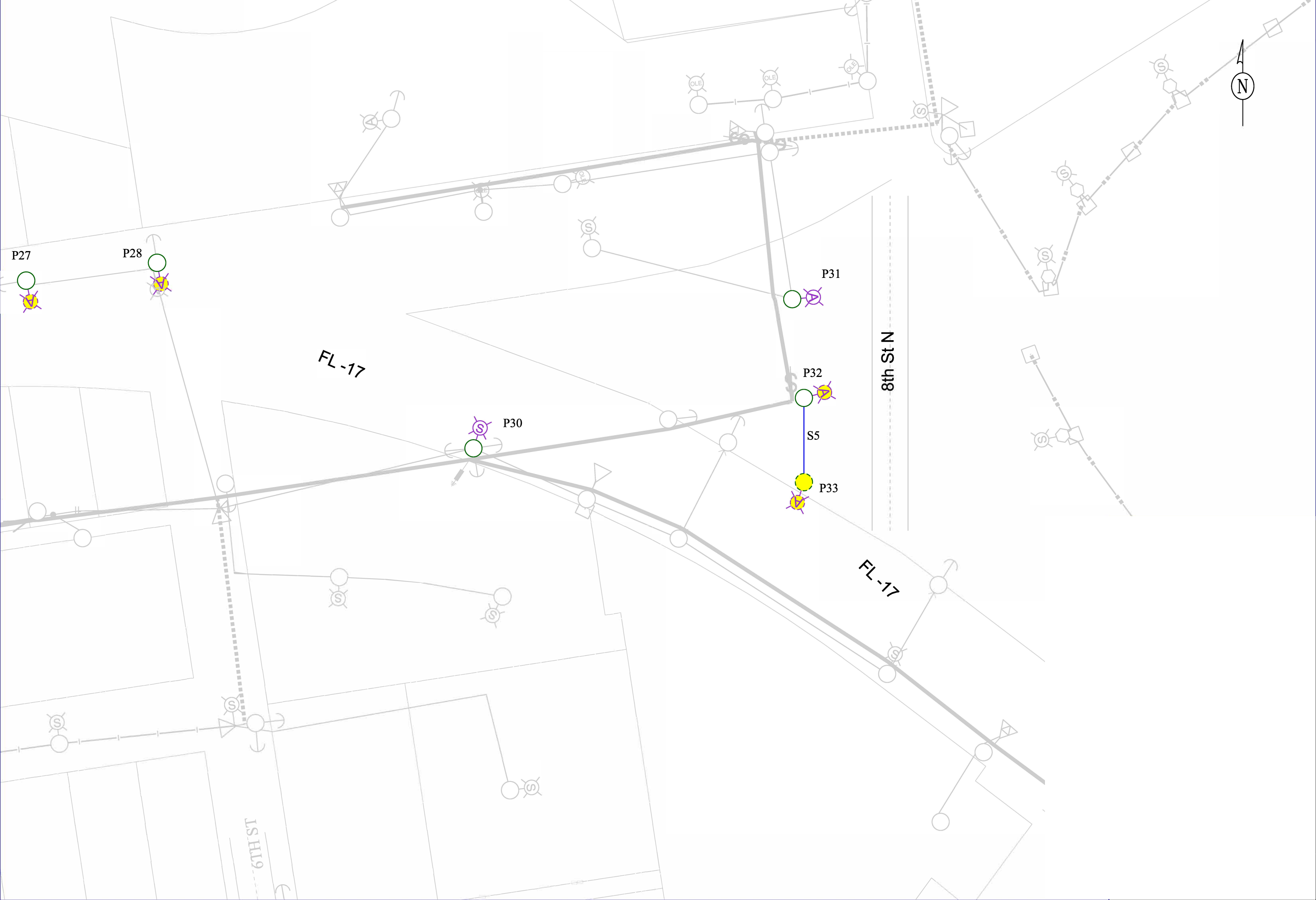


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TOWN COMMISSION MEETING

April 23, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION POTENTIAL CHANGES TO THE EMPLOYEE HANDBOOK
SUBJECT:	Town Commission will discuss suggested updates to the employee handbook.
STAFF ANALYSIS:	Staff has requested review of the following items by the commission: <ul style="list-style-type: none">1. Review of Town Cell Phone and usage policy2. Review of Town Relatives Employment3. Review of Town Tobacco and Smoking Policy
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Discussion Item only
ATTACHMENTS:	Example policies Town's current policy

7. Join a political club or party.
8. Sign nominating petitions.
9. Campaign for/against referendum questions, constitutional amendments, etc.
10. Become a candidate for an elective political office.
11. The employee may use annual and/or personal leave or work after duty hours during a campaign other than one for a Town office.
12. Any employee who wishes to accept or seek election to a Town office shall resign from Town employment upon formal declaration of candidacy.
13. An employee wishing to qualify for any other elective office shall submit written notification to the Town Manager, who will determine whether a conflict of interest exists. Should the employee win such election, he/she will resign from the Career Service effective on the date of election. Should the employee lose the election, he/she will be permitted to retain his/her Career Service position.

B. Employees MAY NOT:

1. Use official authority or influence for the purpose of interfering with an election or nomination for office, coercing or influencing another person's vote or affecting the result thereof.
2. Directly or indirectly coerce, attempt to coerce, command, or advise a State or local officer or employee to pay, lend or contribute anything of value to a party or candidate.
3. Interfere in any other way with the personal right of any officer or employee.

3.06 Employment of Relatives

- A. No relative of any employee will be hired or retained on a regular or temporary basis by the Town.
- B. The relative of any elected official in the Town is disqualified from being hired for any compensated office or employment within the Town organization during the term for which said official is active within the Town organization. Should an otherwise ineligible relative already be employed by the Town at

the time of election, the employee is prohibited from attempting to influence the Commission member's vote on any issue related to the operation of the Town.

3.07 Outside Employment

- A. Employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, Town employment shall be considered their primary employment. No employee may engage in outside employment which would interfere with the interest of the Town.
- B. Any employee desiring to pursue outside employment shall request approval from their Department Director.
- C. The Department Director may reject the request if it is deemed to affect Town employment. Any notice to engage in outside employment previously granted under these Policies may be canceled or terminated at any time by the Town upon giving sufficient written notice to the employee concerned.
- D. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under Town Worker's Compensation as a result of a disability due to outside employment.
- E. Equipment, facilities, vehicles, or property of the Town shall not be used by employees for outside employment.

3.08 Release of Information

- A. Information concerning subjects under discussion or consideration often change in content and meaning before becoming an accomplished fact. Release of such information before final decisions or disposition of the matter often causes misunderstanding and confusion.
- B. It is the intent of the Town to ensure that all information released is true and accurate. Unless release of information is a normal part of their duties, employees will direct such inquiries to their Department Director or the Town Manager.

3.09 Solicitation and Distribution

- A. Employee contributions to charitable organizations are voluntary. Coercion of an employee to make contributions will not be permitted.
- B. Employees are prohibited from conducting or promoting private business for gain during duty hours or within any Town facility.

2.5 Personnel and Medical Records

The personnel records of employees are public records and may be provided upon receipt of properly completed public records requests, as provided in Chapter 119, F.S., unless exempt from disclosure. (Public Records Law). If you believe your personnel records are exempt from disclosure, please contact the Human Resources Department.

Social security numbers and employee medical records are confidential and disclosed as allowed by applicable law.

2.6 Personnel Records

The City maintain a personnel file for each employee. Personnel files are subject to public records under Florida law and include some or all of the following documents:

2.7 Employment Reference

Only the City Manager or Human Resources are authorized to provide an employment reference on behalf of the City, to a third party, including prospective employers. Any request for reference information must be immediately directed to the human resource office for appropriate management. The human resource office shall only provide a former employee's position title, dates of employment, and whether such employee is eligible to be rehired, absent court mandate, a contractual agreement to the contrary, or in response to a public records request for the personnel records. Any written requests for materials subpoenaed or otherwise received in connection with some legal action or investigation must also be immediately submitted to Human Resources. Any Public Records Request shall be immediately directed to the Deputy City Clerk to process the public records request in accordance with Chapter 119, Florida Statutes.

2.8 Anti- Nepotism/Employment of Relatives

It is the objective of the City to attract and retain employees of the highest caliber. Consistent with this policy, the City will consider for employment qualified applicants who are related to employees and to permit employment of relatives when, in the judgment of the City Manager, it is in the best interest of the City to do so.

Anti-Nepotism

Nepotism is showing favor to a relative simply because of familial status rather than an objective evaluation of ability or suitability. The City has established the following policy:

When the City employs more than one member of a family, one family member may not be employed within the same department, nor shall one family member supervise another or in any way direct the work or workflow of another employee, or have express influence to impose discipline, promotion, demotion, or discharge on the related employee. The City Manager, in conjunction with Human Resources, must review all such hires.

All employment decisions, such as appointment, employment, promotions, or advancement, will be based solely on merit and fitness and will be conducted in a manner that is non-discriminatory without regard to familial status. In no way will a relative be permitted to serve on an interview

panel where he or she has authority to recommend a family member.

Additionally, employment decisions, as well as status changes, such as marriage that could result in conflict of this policy will be reviewed by the City Manager and Human Resources. If it is determined that a conflict exists, and there is no viable solution, reassignment to another department and/or position may be considered. If a transfer is not feasible for any reason, termination of employment for one employee may be necessary. The affected employees will be given a reasonable time to determine which will terminate employment voluntarily. If no decision is made within the agreed upon timeframe, the decision for termination will be made by the City Manager with input from Human Resources and the affected Department Heads. Consideration of qualifications, attendance records, discipline records, performance appraisals, and time served at the City will be part of the decision making process for either a transfer or termination. For purposes of this policy, a transfer may be in the form of a promotion or a demotion. An employee transferred to a lesser paying position will not receive the same rate of pay received in the position held prior to the transfer.

Definition of Relatives

For purposes of this policy, the City defines relatives in accordance with §112.3135, Florida Statutes, as:

- | | |
|-----------------------------|-------------------------------|
| Father, mother | Son-in-law, daughter-in-law |
| Son, daughter | Brother-in-law, sister-in-law |
| Brother, sister | Stepfather, stepmother |
| Uncle, aunt | Stepson, stepdaughter |
| First cousin, nephew, niece | Stepbrother, stepsister |
| Husband, wife | Half-brother, half-sister |
| | Father-in-law, mother-in-law |

2.9 Outside Employment

City employees may not engage in any outside employment or business which could hinder or impair their performance of their duties, reflect negatively on the City, be incompatible with their City employment or conflict with their efficiency on the job. The City Manager shall be the final determinant in the appropriateness of outside employment. City employment must be considered the primary employment, and no employee may engage in outside employment, which could interfere with the performance of his/her City duties or be a conflict with the interest of the City.

- If an employee sustains an injury while engaged in outside employment, the employee is ineligible to receive benefits under the City’s workers’ compensation policy.
- No employee may accept pay or compensation from an outside person or business for time worked while simultaneously on work time for the City.

Authorization for off-duty employment must be requested in writing to the Department Head to ascertain that there is no conflict with their job duties. The Department Head must consult with the City Manager on all requests. Written approval of the Department Head and City Manager must be granted before off-duty work begins.

Every employee engaging in approved outside employment shall respond immediately to any

CITY OF LAKE ALFRED

Employees shall not have personal investment in any enterprise which will create a conflict between their private interest and the public interest.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the City of Lake Alfred does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the City of Lake Alfred.

3.06 Political Activity

In accordance with the intent of Section 112.313, Florida Statutes, and as specified in this Manual, City employees shall not take any active part in political management or political campaigns during any period of time for which they are expected to perform work or receive compensation from the City. Employees may engage in political activities during their non-duty time so long as their activities do not interfere with the operation of City business.

Employees shall not wear or display political badges, buttons or stickers when on duty, riding in City vehicles or when in a City uniform. Employees shall comply with all state and local laws involving political activity.

Employees may run for elective office or be appointed to non-elective office other than those involving the City, so long as the position in no way interferes with their work as a City employee.

No employee, official or other person shall solicit, orally or by letter, or be in any other manner involved in or with obtaining any assessments, contributions, or services for any political party during his work hours of duty, service or work with the City. Employees shall not campaign at work, while in a City uniform or in an environment that suggests or would portray them as working on behalf of the City.

Nothing contained in this Section shall be construed to restrict the right of an employee to hold membership in and support a political party, to vote how they choose, to maintain political neutrality, to attend political parties after working hours, or to campaign actively during off duty hours in all areas of political activity.

3.07 Employment of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

In accordance with Florida Statutes, a public official or Department Head may not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement of certain relatives in or to a position in the City or Department in which he/she is serving or over which he/she exercises jurisdiction or control. The Statutes define a "Public Official" to mean an officer or employee of the City in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with the employment in the City. The Statutes define a "Relative" to mean with respect to a public official an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, grandmother, grandfather, grandchild(ren), father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law,

stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister.

Relatives of persons currently employed by the City of Lake Alfred may be hired only if they will not be working directly for, or supervising a relative, or will not be working directly above the relative's immediate superior or directly for the relative's immediate subordinate. The City of Lake Alfred employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days, the City Manager will decide.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

This section does not apply to persons serving in volunteer capacity who provide emergency medical or firefighting services. Such persons may, without losing volunteer status, receive reimbursements for the costs of training and incidental expenses in relation to their volunteer status.

3.08 Outside Employment

City employment will be considered to be PRIMARY employment and no employee may engage in outside employment which will interfere with the interest of the City service. An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with The City of Lake Alfred. All employees will be judged by the same performance standards and will be subject to The City of Lake Alfred's scheduling demands, regardless of any existing outside work requirements. Prior to beginning any outside employment, employees will inform their Department Head of the name of the outside employer, the nature of the work and hours of work.

Any employee accepting outside employment under the terms of this rule will make arrangements with the outside employer to be available to respond immediately to any emergency call of duty whenever the Department Head or City Manager will determine that the employee's services are necessary.

If the City of Lake Alfred determines that an employee's outside work interferes with performance or the ability to meet the requirements of the City of Lake Alfred as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with the City of Lake Alfred.

Injuries sustained while engaged in outside employment are ineligible for benefits under the City's Worker's Compensation program. An Employee may utilize accrued vacation and/or sick leave for an injury sustained while engaged in outside employment. Should an employee exhaust all of his or her accrued vacation and/or sick leave, the employee's Department Head may terminate the employee if, depending on the extent of the injury sustained while engaged in outside employment, he or she is unable to perform the essential requirements of the employee's position with the City.

City property will not be used for outside employment.

Outside employment will present a conflict of interest if it has an adverse impact on The City of Lake Alfred as determined by the City Manager. The City Manager will notify the employee in writing of his or her determination. Failure to comply with the requirements set

2.12 Dress, Appearance and Uniforms

Employees of the City must present a clean and professional appearance while conducting City business, in or outside the office. Dressing in a fashion that is unprofessional, deemed unsafe, or that negatively affects the City's reputation or image is not acceptable. Employees are permitted to dress in a casual business manner. Jeans are permitted but not if torn, frayed, or distressed. Proper hygiene and grooming is required. Moderation and neatness in dress, hairstyle, and make-up is required. Use of perfume, cologne, scented lotions, etc. are discouraged, as many individuals are sensitive or allergic to various scents.

Employees must dress in attire appropriate to their job function, including proper use of safety-related apparel, and follow the requirements and operating procedures of their particular department. Employees are responsible for maintaining their uniforms that are required and or provided by the City. Employees are prohibited from wearing City uniforms while off duty unless written permission from the Department Head has been granted. An employee may be instructed to remove any jewelry or body piercing that is deemed a safety hazard.

The City Manager will make the final decision where there is conflict about appropriate attire. Employees whose appearance is inappropriate will be dismissed from work and may return when appropriately attired. Absences resulting from inappropriate attire are without pay. Employees seeking an accommodation to this policy must make the request to Human Resources and if based on a religious accommodation must follow the policy on seeking a Religious Accommodation.

2.13 Required Response Time

All employees whose positions require them to be on an on-call status must be able to respond to the City or the scene within **thirty (30) minutes** of the initial contact.

2.14 Smoking and Tobacco Usage

No smoking, vaping, tobacco usage or tobacco-alternative products will be allowed in any City building, facility, or vehicle at any time. This policy is in compliance with Florida law and for the health and safety of all employees. Violation of this policy shall subject the employee to disciplinary action up to and including termination.

2.15 City Hall Parking

Employees are not permitted to park City vehicles in front of City Hall on Broadway Street. City employees are required to park behind City Hall and in the spaces to the right of the handicap space on North Albritton Street. Additional parking is also available on Langford Street.

2.16 Elections

Employees will be granted up to thirty (30) minutes of paid time during the workday to vote in the City, State, and Federal elections.