RESOLUTION NO. 2602

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PURCHASE AND INSTALLATION OF AN EMERGENCY GENERATOR FOR TOWN HALL FROM MEIRELES TRUCK SALES, INC. D/B/A MTS POWER PRODUCTS; FINDING THAT THE PURCHASE AND INSTALLATION ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(4) OF THE TOWN CODE AS AN EMERGENCY AND SECTION 3-13(7)E OF THE TOWN CODE AS A PUBLIC WORKS OR UTILITIES PURCHASE OF EQUIPMENT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT FOR SUCH PURCHASE AND INSTALLATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (Town") is in need of a new emergency generator for Town Hall ("Equipment") in response to the age and operation of the existing generator servicing Town Hall, including the Police Department; and

WHEREAS, pursuant to Section 3-13(4) of the Town's Code, certain purchases are exempt from competitive bidding in the event that there is a matter necessitating immediate or quick action and not permitting adequate time to utilize the competitive bidding process; and

WHEREAS, in response to the urgent need to have an operational emergency generator and the commencement of hurricane season, it is exigent that the Town purchase a new emergency generator and provide for installation; and

WHEREAS, pursuant to Section 3-13(7)e. of the Town's Code, public works or utilities purchases of Equipment are also exempt from competitive bidding; and

WHEREAS, Meireles Truck Sales, Inc. D/B/A MTS Power Products ("Contractor"), has provided the Proposal attached hereto as Exhibit "A" for the Equipment, together with electrical installation, at a total cost of $64,432.34; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to enter into the Agreement attached hereto as Exhibit "B" ("Agreement") with the Contractor, in substantially the form attached, for the purchase and installation of the Equipment; and

WHEREAS, the Town Commission wishes to approve the emergency purchase and installation of the Equipment and finds that such is in the best interests and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 1. Emergency Purchase of Equipment Approved; Exemption from Competitive Bidding. The emergency purchase of the Equipment in the amount of $64,432.34 from the Contractor is hereby approved. The Town Commission finds that pursuant to Sections 3-13(4) and 3-13(7)e. of the Town's Code, the purchase and installation of the Equipment are exempt from competitive bidding. The Agreement, in substantially the form attached hereto as Exhibit "B", is hereby approved, subject to such non-substantive changes as may be acceptable to the Town Manager and the Town Attorney as to form and legality. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town, together with any amendments thereto.

Section 3. Implementation of Agreement; Town Manager Authorized. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the purchase and installation of the Equipment and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9th day of July, 2019.

Motion by: Commissioner Karukin

Seconded by: Vice Mayor Gielchinsky

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	Yes
Commissioner Michael Karukin	Yes
Commissioner Tina Paul	Yes
Vice Mayor Daniel Gielchinsky	Yes
Mayor Daniel Dietch	Yes

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

EXHIBIT "A"

Thursday, April 25, 2019

Hector Gomez
Town of Surfside
9293 Harding Ave
Surfside, Fl.
Telf:786-778-1728

We are please to submit the following:

1-(One) NEW DIESEL GENERATOR SET BY MTS RATED: 200KW/250KVA STANDBY DUTY AT 120/208V.

1. TECHNICAL OFFER

New Diesel Generator Set by MTS
Model: MTS200J3
200KW/250KVA Peak Duty Rating
180Kw/216Kva Standby Duty Rating
120/208VOLTS, Three Phase, 60 Cycles, 0.8 Power Factor, 695Amps

DIESEL ENGINE
-**John Deere** Diesel Engine Model: EP6068HFG85
-EPA Certified
- In-Line Type 6 Cylinder, 4 Stroke
-6.8 Liter
-Turbo Charged and Intercooled
-Electronic Engine Governor **(John Deere)**
- **John Deere** Electronic Fuel Injection Pump
-12Volt DC Starter and Battery Charging Alternator
-Heavy Duty DRY TYPE Air Cleaner
-Tropicalized Radiator Mounted on Unit 104 degree F
-Flexible Fuel Lines

ALTERNATOR CHARACTERISTICS
-**STAMFORD** Alternator
-Model: UCI274H1L
-Single Bearing Direct Coupled To Engine Via Flex plate
-Brushless, 12 Lead Reconnetable, Class H Insulation

-200Kw Standby Rating @ 150 Degree Rise Temperature
-120/208 Volts, Three Phase, 60 Cycles
-Automatic Voltage Regulator Model: SE350

Control Panel
- Engine and Generator Digital Control Panel
- **McPherson GCU-3000** DIGITAL Electronic Engine Controller w/LED Indicators
-Automatic/Remote Start/Stop Module
-Digital Service Hour Meter, Voltmeter, Hertz Meter, & Amp Meter
-Battery Condition Meter

Full Engine Safety Shutdowns
-High Temperature
-Low Oil Pressure
-Over Crank
-Over Speed

Chassis
-Skid Mounted
-Heavy Duty Aluminum Construction
-Primed and Painted
-6ea – Spring Type Vibration Isolators

Batteries
-One Heavy Duty 12VDC 900CCA
-Battery Base
-Battery Cables
-120VAC 5 Amp CH4612 - Automatic Battery Charger

Muffler
-ResidentialGrade Silencer (1)
-Steel
-Rain Cap

Main Breaker
-600Amp/600V/3P MCCB
-Mounted in Aluminum Powder Coated Enclosure

ATS Switch
-Eaton Electrical Service Entrance Rated ATS

MTS POWER PRODUCTS
4501 NW 27 AVENUE
MIAMI, FLA. 33142
TELF(305)634-1511
FAX:(305)634-1461
E-MAIL: gensets@mtspowerproducts.com

-Model: ATH3LDC30400BRU
-Rated: 400Amp/208V/3Ph Nema 3R
-Service Entrance Rated
-ATC-300 Digital Controller
-Standard Timers and Delays
-NEMA3R Enclosure

Price of Generator FOB Miami, Fl	$39,600.00
Price of Service Rated ATS Switch	$ 6,832.34
Crane Service (4 hours)	$ 500.00
Electrical Disconnect and Reconnect (Material and Labor)	$17,500.00

Scope of Work:
MTS and their sub-contractors will disconnect the existing generator, will provide the crane service for 4 hours to remove the existing generator and install the new unit. MTS's Electrical contractor will remove the service disconnect for the chillers in the electrical room and install a New 400 amp Service Rated ATS Switch so that the chillers will operate during a power outage.

The Town of Surfside is responsible to remove the roof to allow the removal of existing unit and placement of replacement unit.

Plus Applicable Sales Tax
WARRANTY: Two One Year OR 2,000 Hours Whichever Occurs First
DELIVERY: 6-8 Weeks After Receipt Of Confirmed Order and Deposit
VALIDITY: 90 DAYS
TERMS: 50% Deposit With Order, Balance On Final Delivery of Unit.

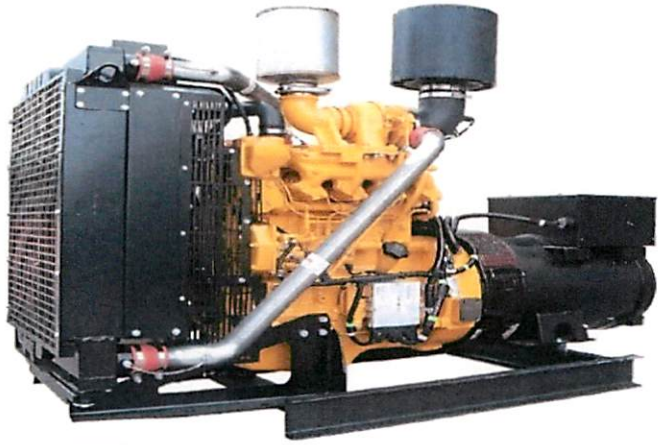
Juan E. Meireles

Juan E. Meireles
President

MTS POWER PRODUCTS
4501 NW 27 AVENUE
MIAMI, FLA. 33142
TELF(305)634-1511
FAX:(305)634-1461
E-MAIL: gensets@mtspowerproducts.com

200 Kw Industrial
MTS 200J3

MTS POWER PRODUCTS
4501 NW 27th Ave Miami, Fl
Ph. 305 634 1511 Fax. 305 633 1461



General Specifications

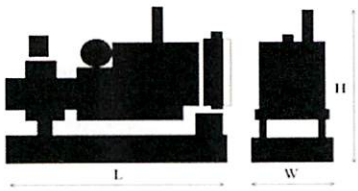
- **John Deere** Powered Generator Set with **STAMFORD** Alternators
- Rugged enough for continuous applications
- Aluminum Skid
- Standard auto/remote start module,
- Full engine protection control panel
- Muffler, Vibration Isolators Installed
- Battery, battery rack & cables
- 120VAC Battery Charger
- Full set of manuals (Engine & Generator)

Engine Specs

- Engine **John Deere** EP6068HFG85
- Type: 4 Cycle water cooled
- Turbo Charged
- 1800 RPM /EPA Certified
- Displacement: 6.8 liters
- Compression Ratio: 17.5 to 1
- Fuel Consumption: <> 32 liter / hr
- Governor: Electronic
- Cooling: Blower type steel blades
- Charging Alternator: 12v

Generator Specs

- Generator: **Stamford**
- UL 1446
- Flexible disc coupling
- Self-exciting & self regulating
- Drip proof alternator
- Class 'H' Insulation
- Voltage regulation 1.5 %
- 600 Amp Main Breaker On Unit



Length: 100 in; Width: 34 in;
Height: 72 in; Weight: 3500 lbs.

ENGINE PERFORMANCE CURVE

Rating: Gross Power
Application: Generator
200 kWe Standby Market
1800 RPM (60 Hz)

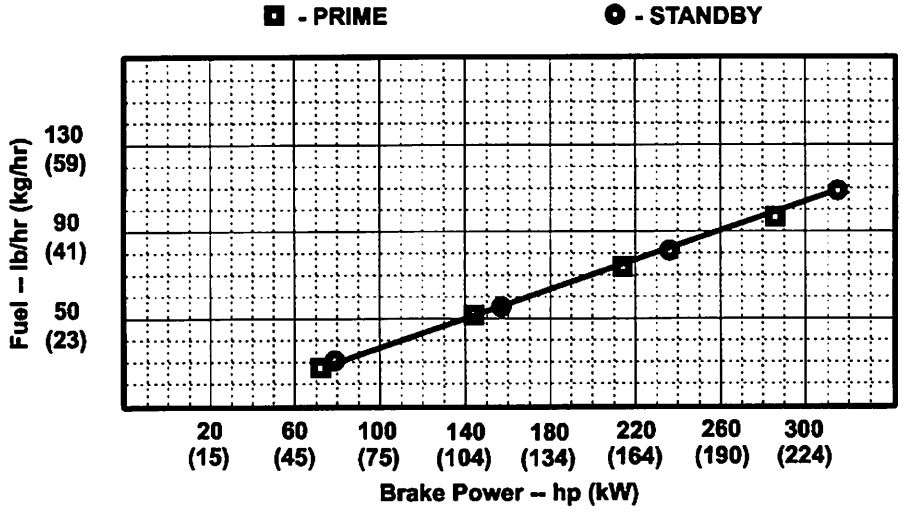
PowerTech™ Plus 6.8L Engine
Model:6068HFG85
JD Electronic Control

287 hp (214 kW) Prime
315 hp (235 kW) Standby

Nominal Engine Power @ 1800 RPM			
Prime		Standby	
HP	kW	HP	kW
287	214	315	235

Generator Efficiency %	Fan Power (% of Standby)		Power Factor	Prime Rating		Standby Rating		4 sec Standby Block Load Capability
	hp	kW		kWe	kVA	kWe	kVA	
88-92	18.9	14.1	0.8	176-184	220-230	194-203	243-254	80%

Note 1: Based on nominal engine power. Derate 20% for 100% block load capability.
Note 2: kWe / kVA rating assumes 90% efficiency. â€œGenerator Efficiency %â€ will vary.



STANDARD CONDITIONS

Air Intake Restriction.....12 in.H_2O (3 kPa)
Exhaust Back Pressure.....30 in.H_2O (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 = 0.85kg
- Torque: N·m = lb-ft x 1.356

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

Notes:
Gen-set engine model 6068HFG85 was formerly 6068HF485. - - - - - - - - -
A crankshaft Torsional Vibration Analysis is required on all Gen Set applications.

Designed/Calibrated to meet:	Certified by:
• CARB • EPA Ref: Engine Emission Label	22 June '07

Performance Curve: 6068HFG85_T

Engine Installation Criteria

General Data

Model	6068HFG85	
Number of Cylinders	6	
Bore	106 mm	4.2 in.
Stroke	127 mm	5.0 in.
Displacement	6.8 L	415 $in.^3$
Compression Ratio	17.0:1	
Valves per Cylinder, Intake/Exhaust	2/2	
Firing Order	1-5-3-6-2-4	
Engine Type	In-line, 4-Cycle	
Aspiration	Turbocharged and air-to-air aftercooled	
Charge Air Cooling System	Air-to-Air	
Engine Crankcase Vent System	Open	

Physical Data

Length	1161 mm	45.7 in.
Width	616 mm	24.3 in.
Height	1128 mm	44.4 in.
Weight, with oil &no coolant (Includes engine, flywheel housing, flywheel &electrics)	678 kg	1495 lb
Center of Gravity Location, X-axis From Rear Face of Block	395 mm	15.6 in.
Center of Gravity Location, Y-axis Right of Crankshaft	-2.24 mm	-0.1 in.
Center of Gravity Location, Z-axis Above Crankshaft	189 mm	7.4 in.
Max. Allowable Static Bending Moment At Rear Face of Flywheel Housing with 5-G Load	814 N·m	600 lb-ft
Thrust Bearing Load Limit Forward, Intermittent	4000 N	899 lb
Thrust Bearing Load Limit Forward, Continuous	2200 N	495 lb
Thrust Bearing Load Limit Rearward, Intermittent	2000 N	450 lb
Thrust Bearing Load Limit Rearward, Continuous	1000 N	225 lb
Max. Continuous Damper Temp	82 °C	180 °F
Max. Torsional Vibration, Front of Crank		0.25 DDA

Electrical System

Recommended Battery Capacity, 12V @32 °F (0 °C)		800 amps
Recommended Battery Capacity, 24V @32 °F (0 °C)		570 amps
Starter Rolling Current, 12V @32 °F (0 °C)		920 amps
Starter Rolling Current, 24V @32 °F (0 °C)		600 amps
Starter Rolling Current, 12V @-22 °F (-30 °C)		1300 amps
Starter Rolling Current, 24V @-22 °F (-30 °C)		700 amps
Min. Voltage at ECU during Cranking, 12V		6 volts
Min. Voltage at ECU during Cranking, 24V		10 volts
Max. Allowable Start Circuit Resistance, 12V		0.0012 Ohm
Max. Allowable Start Circuit Resistance, 24V		0.002 Ohm
Max. ECU Temperature	105 °C	221 °F
Max. VTG Actuator Surface Temp	180 °C	356 °F
Max. Harness Temperature	120 °C	248 °F

Performance Curve: 6068HFG85_T

Engine Installation Criteria

Charge Air Cooling System

Air-to-Air Heat Rejection, Prime	40.37 kW	2298 BTU/min
Air-to-Air Heat Rejection, Standby	57.34 kW	3264 BTU/min
Compressor Discharge Temperature @77°F(25°C) Ambient Air, Prime	185 °C	365 °F
Intake Manifold Pressure, Prime	188 kPa	27.3 psi
Compressor Discharge Temperature @77°F(25°C) Ambient Air, Standby	227 °C	441 °F
Intake Manifold Pressure, Standby	252 kPa	36.5 psi
Compressor Discharge Temperature @117°F(47°C) 80 kPa Barametric pressure, Prime	000 °C	32 °F
Compressor Discharge Temperature @117°F(47°C) 80 kPa Barametric pressure, Standby	000 °C	32 °F
Intake Manifold Temperature at which Power De-rate Occurs	88 °C	190 °F
Max. Pressure Drop through CAC	16 kPa	64.0 in. H_2O
Min. Pressure Drop through CAC	8 kPa	32.0 in. H_2O
Max. Temperature Out of Charge Air Cooler @77°F (25°C) Ambient Air	60 °C	140 °F
Max. Temperature Out of Charge Air Cooler @77°F (25°C) Ambient Air, Prime	52 °C	126 °F
Max. Temperature Out of Charge Air Cooler @77°F (25°C) Ambient Air, Standy	52 °C	126 °F
Min. Temperature Out of Charge Air Cooler @77°F (25°C) Ambient Air	48 °C	118 °F
Min. Temperature Out of Charge Air Cooler @77°F (25°C) Ambient Air, Prime	43 °C	109 °F
Min. Temperature Out of Charge Air Cooler @77°F (25°C) Ambient Air, Standby	43 °C	109 °F

Cooling System

Max. Water Pump Inlet Restriction	-30 kPa	-4.4 psi
Engine Heat Rejection, Prime	83.7 kW	4764 BTU/min
Engine Heat Rejection, Standby	94.9 kW	5402 BTU/min
Coolant Flow	265 L/min	70 gal/min
Thermostat Start to Open	82 °C	180 °F
Thermostat Fully Open	95 °C	203 °F
Engine Coolant Capacity	11.9 Liter	12.6 quart
Min. Pressure Cap	100 kPa	15 psi
Min. Pump Inlet Pressure	30 kPa	4.4 psi
Max. Top Tank Temperature Prime	100 °C	212 °F
Max. Top Tank Temperature Standby	100 °C	212 °F
Min. Limiting Ambient Temperature, Standby	40 °C	104 °F
Min. Limiting Ambient Temperature, Prime	47 °C	116.6 °F
Min. Coolant Fill Rate	11 L/min	2.9 gal/min

Exhaust System

Exhaust Flow, Prime	38.8 m^3/min	1370 $ft.^3$/min
Exhaust Flow, Standby	42.9 m^3/min	1515 $ft.^3$/min
Exhaust Temperature, Prime	528 °C	982 °F
Exhaust Temperature, Standby	485 °C	905 °F
Max. Allowable Exhaust Restriction	10 kPa	40 in. H_2O
Min. Allowable Exhaust Restriction	3 kPa	12 in. H_2O
Max. Bending Moment on Turbo Outlet	7 N·m	5.2 lb-ft
Max. Shear on Turbine Outlet	11 kg	24 lb

Performance Curve: 6068HFG85_T

Engine Installation Criteria

Fuel System

ECU Description	L14 Controller	
Fuel Injection Pump	Denso HP3	
Governor Type	Electronic	
Total Fuel Flow, Prime	73.1 kg/hr	161 lb/hr
Total Fuel Flow, Standby	78.7 kg/hr	174 lb/hr
Fuel Consumption, Prime	44 kg/hr	97 lb/hr
Fuel Consumption, Standby	50 kg/hr	110 lb/hr
Fuel Temperature Rise, Inlet to Return Prime	54 °C	129 °F
Fuel Temperature Rise, Inlet to Return Standby	56 °C	133 °F
Max. Fuel Inlet Restriction	20 kPa	80 in. H_2O
Max. Fuel Inlet Pressure		NA
Max. Fuel Return Pressure	20 kPa	80 in. H_2O
Max. Fuel Inlet Temperature	80 °C	176 °F

Lubrication System

Oil Pressure at Rated Speed, Prime	339 kPa	49 psi
Oil Pressure at Rated Speed, Standby	339 kPa	49 psi
Oil Pressure at Low Idle	105 kPa	15 psi
Max. Oil Carryover in Blow-By	1.0 g/hr	0.002 lb/hr
Max. Airflow in Blow-By	130 L/min	34.3 gal/min
Max. Crankcase Pressure	0.5 kPa	2 in. H_2O

Air Intake System

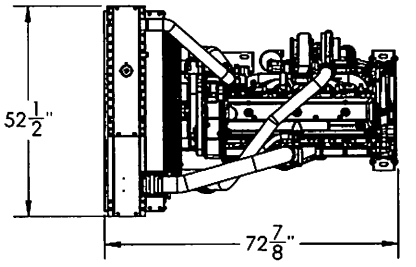
Engine Air Flow, Prime	14.7 m^3/min	519 $ft.^3$/min
Engine Air Flow, Standby	17.5 m^3/min	618 $ft.^3$/min
Maximum Allowable Temperature Rise, Ambient Air to Engine Inlet	8 Δ°C	15 Δ°F
Max. Air Intake Restriction, Clean Air Cleaner	3.75 kPa	15.0 in. H_2O
Max. Air Intake Restriction, Dirty Air Cleaner	6.25 kPa	25.0 in. H_2O
Air Cleaner Efficiency		99.9 %

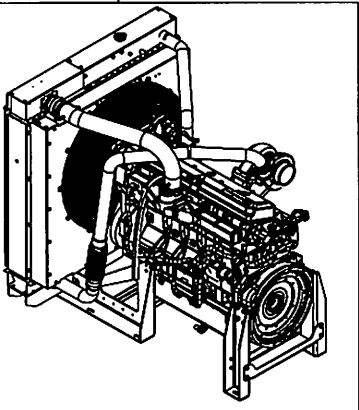
Performance Data

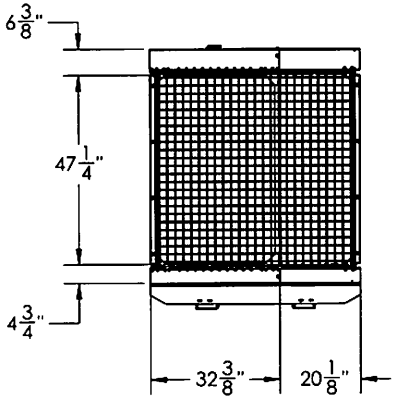
Rated Power, Prime	214 kW	287 HP
Rated Power, Standby	235 kW	315 HP
Rated Speed		1800 rpm
Low Idle Speed		1150 rpm
Rated Torque, Prime	1536 N·m	1133 lb-ft
Rated Torque, Standby	1690 N·m	1246 lb-ft
BMEP, Prime	2094 kPa	304 psi
BMEP, Standby	2304 kPa	334 psi
Altitude Capability, Prime	3048 m	10000 ft
Altitude Capability, Standby	3048 m	10000 ft
Friction Power @Rated Speed	18.7 kW	25 HP
Air:Fuel Ratio, Prime		23.0:1
Air:Fuel Ratio, Standby		24.0:1
Smoke @Rated Speed Prime		0.45 Bosch No.
Smoke @Rated Speed Standby		0.77 Bosch No.
Noise @1 m Prime		89.0 dB(A)
Noise @1 m Standby		89.0 dB(A)

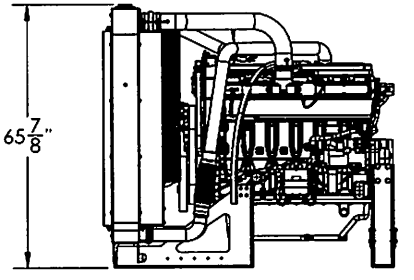
Fuel Consumption	Prime		Standby	
	lb/hr	kg/h	lb/hr	kg/h
25 % Power	27.8	12.6	30.2	13.7
50 % Power	51.4	23.3	56.2	25.5
75 % Power	73.2	33.2	80.5	36.5
100 % Power	97.2	44.1	109.8	49.8

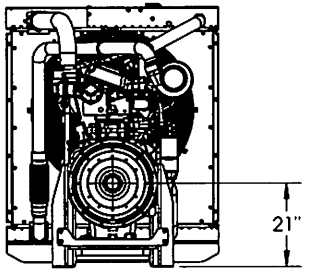
Performance Curve: 6068HFG85_T

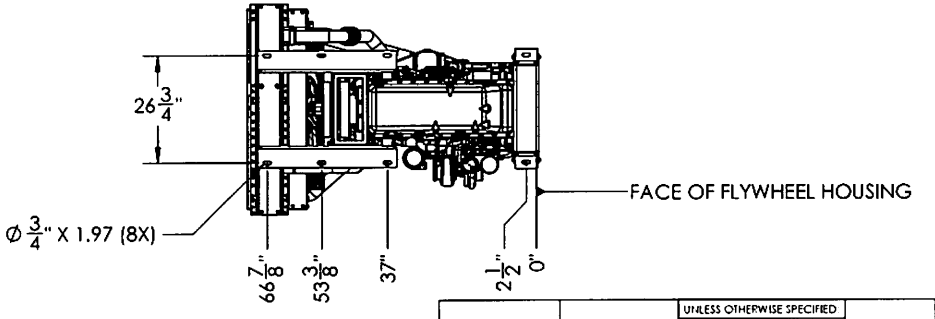












NOTE:
SAE# 1 FLYWHEEL HOUSING
FLYWHEEL 14.0" OVERCENTER CLUTCH
RH FUEL FILTERS AND OIL SERVICE
EPA MEETS FINAL TIER 3 STANDARDS

NEXT ASSY	USED ON	UNLESS OTHERWISE SPECIFIED		NAME	DATE
APPLICATION		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± 1/16 ANGULAR: ± .5° TWO PLACE DECIMAL ± .01 THREE PLACE DECIMAL ± .005	DRAWN	KAV	3/28/2018
			CHECKED		
			ENG APPR		
			MFG APPR.		
			Q.A.		
		INTERPRET GEOMETRIC TOLERANCING PER	COMMENTS:		
		MATERIAL SEE BOM			
		FINISH			
		DO NOT SCALE DRAWING			

FLINT POWER

TITLE:
ELECTRO-PAK, EMERG STAT, TIER3, 355 KW STBY, RUBBER DAMPER

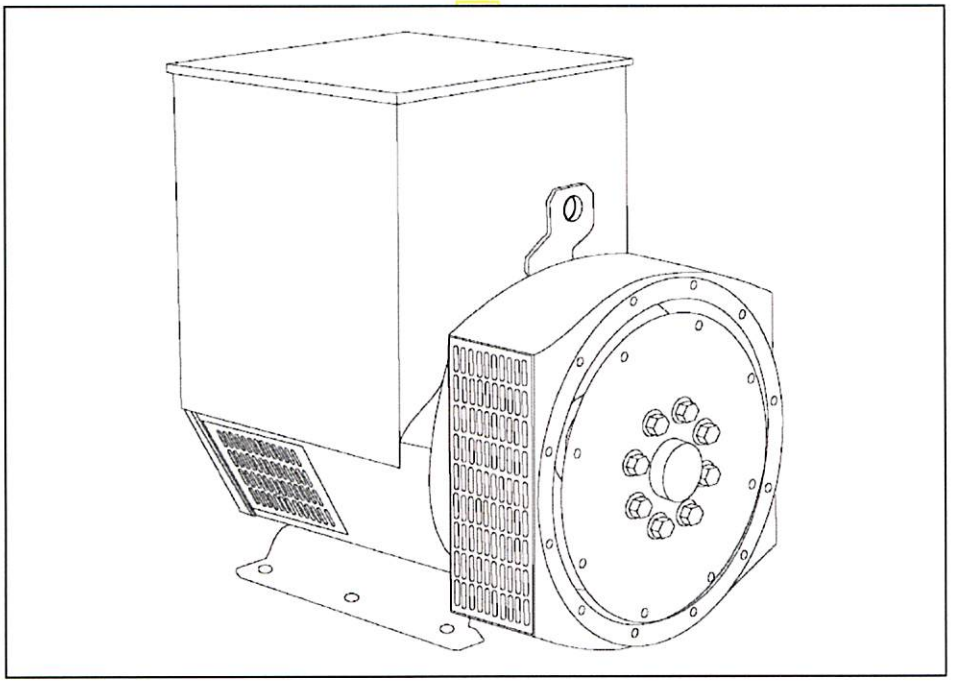
SIZE	DWG. NO.	REV
B	EP6135HFG841538	

SCALE: 1:30 WEIGHT: SHEET 1 OF 1

STAMFORD

UCI274H - Winding 311

Technical Data Sheet



SPECIFICATIONS & OPTIONS

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 semi-conductors 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.

UCI274H

STAMFORD

WINDING 311

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	0.0155 Ohms PER PHASE AT 22°C SERIES STAR CONNECTED							
ROTOR WDG. RESISTANCE	1.82 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	626 kg				641 kg			
WEIGHT WOUND STATOR	253 kg				253 kg			
WEIGHT WOUND ROTOR	227.53 kg				216.57 kg			
WR² INERTIA	1.9349 kgm²				1.8843 kgm²			
SHIPPING WEIGHTS in a crate	659 kg				673 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 m³/sec 1090 cfm				0.617 m³/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	200	200	200	N/A	237.5	245	245	255
Xd DIR. AXIS SYNCHRONOUS	2.11	1.91	1.77	-	2.50	2.31	2.11	2.02
X'd DIR. AXIS TRANSIENT	0.18	0.16	0.15	-	0.21	0.19	0.18	0.17
X"d DIR. AXIS SUBTRANSIENT	0.12	0.11	0.10	-	0.14	0.13	0.12	0.11
Xq QUAD. AXIS REACTANCE	1.28	1.15	1.07	-	1.53	1.41	1.29	1.23
X"q QUAD. AXIS SUBTRANSIENT	0.17	0.15	0.14	-	0.20	0.18	0.17	0.16
X_L LEAKAGE REACTANCE	0.08	0.08	0.07	-	0.10	0.09	0.08	0.08
X_2 NEGATIVE SEQUENCE	0.13	0.12	0.11	-	0.16	0.15	0.13	0.13
X_0 ZERO SEQUENCE	0.08	0.08	0.07	-	0.10	0.09	0.08	0.08
REACTANCES ARE SATURATED	VALUES ARE PER UNIT AT RATING AND VOLTAGE INDICATED							
T'd TRANSIENT TIME CONST.	0.042 s							
T"d SUB-TRANSTIME CONST.	0.012 s							
T'do O.C. FIELD TIME CONST.	1.1 s							
Ta ARMATURE TIME CONST.	0.012 s							
SHORT CIRCUIT RATIO	1/Xd							

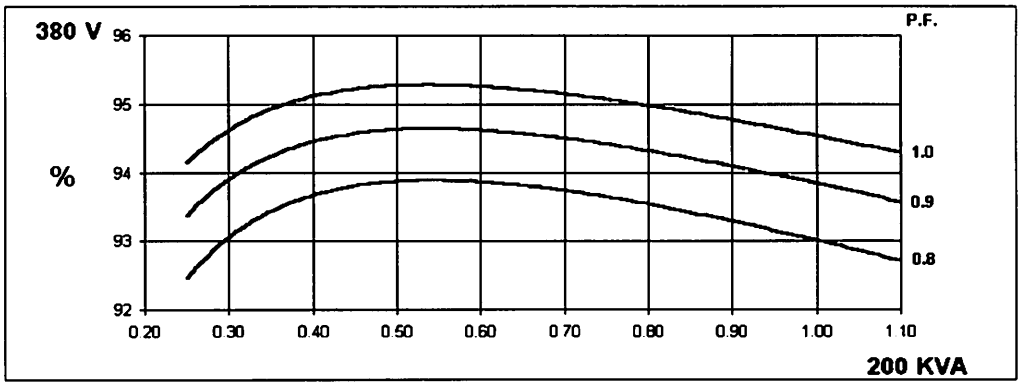
50 Hz

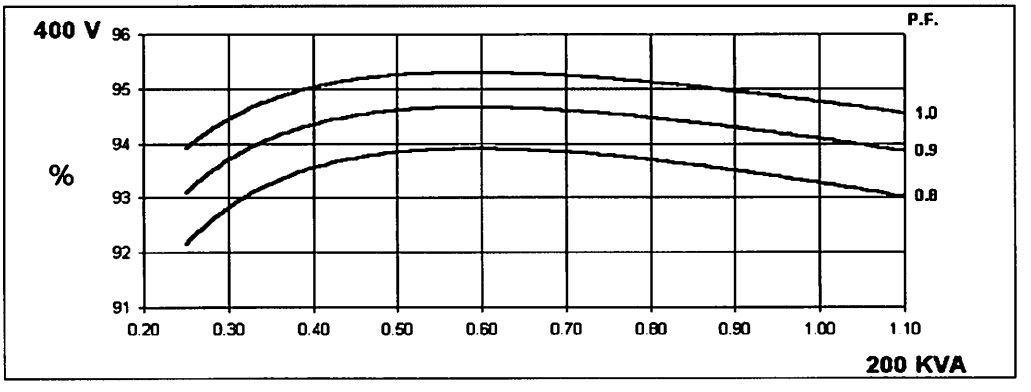
UCI274H

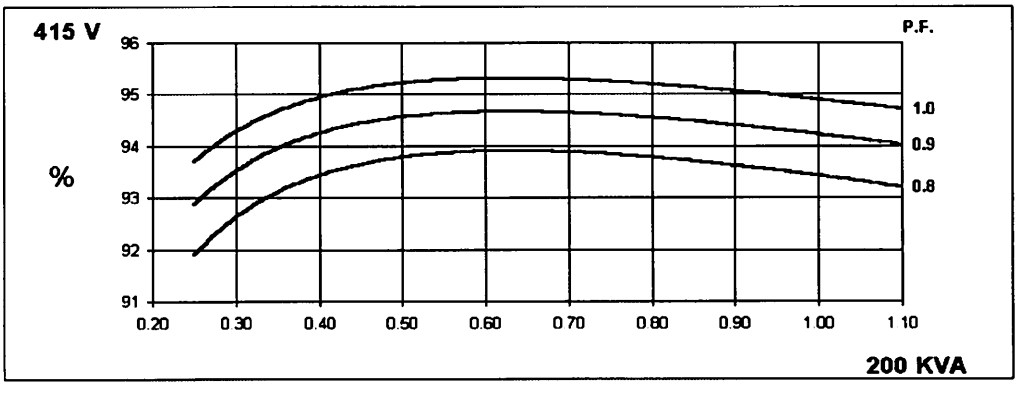
Winding 311

STAMFORD

THREE PHASE EFFICIENCY CURVES







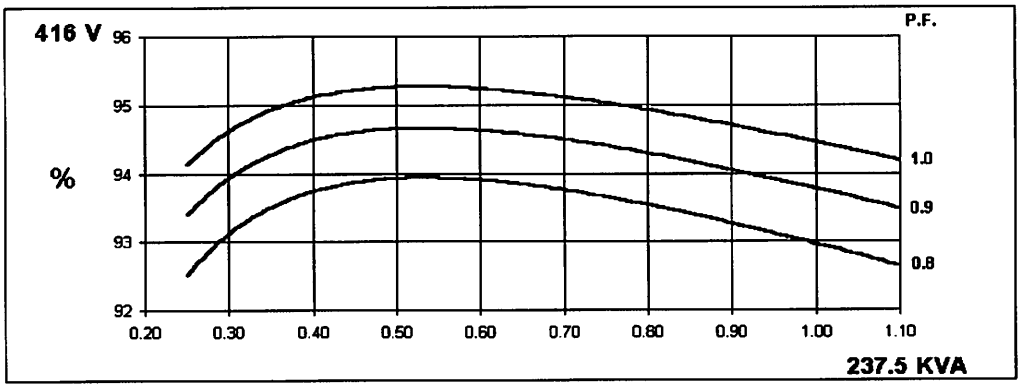
60 Hz

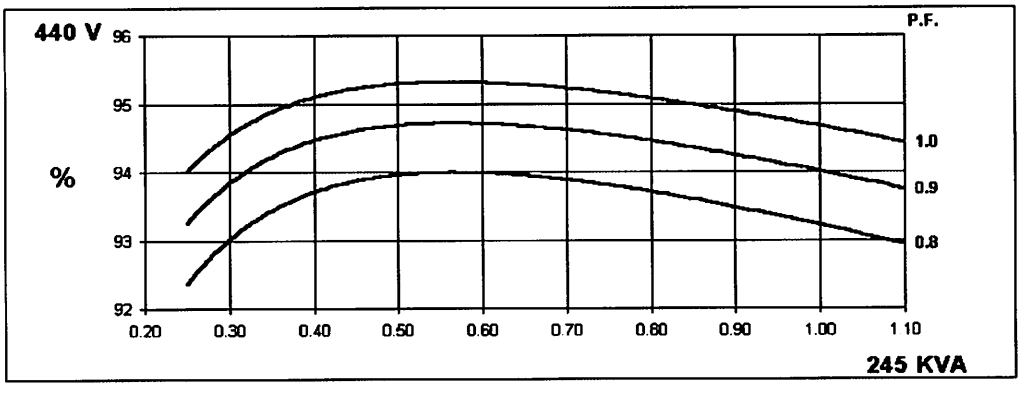
UCI274H

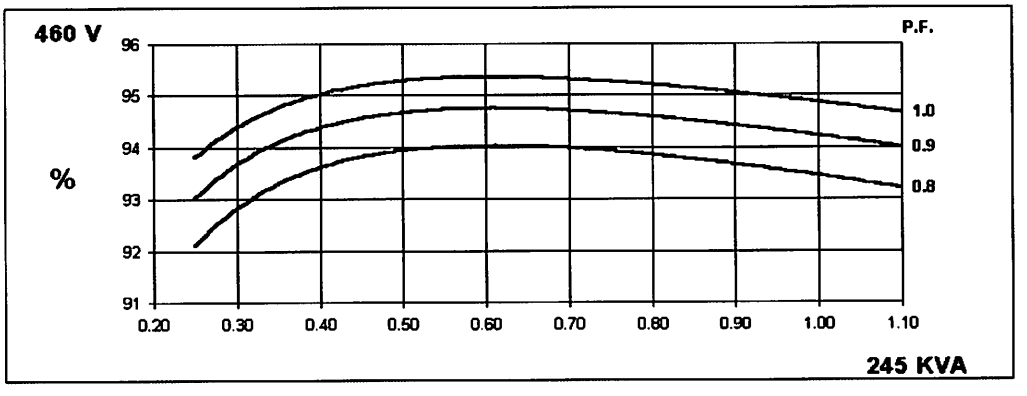
Winding 311

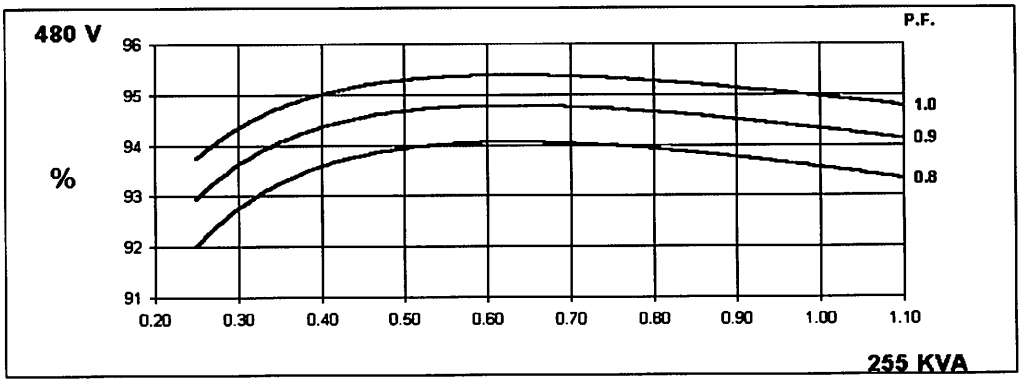
STAMFORD

THREE PHASE EFFICIENCY CURVES









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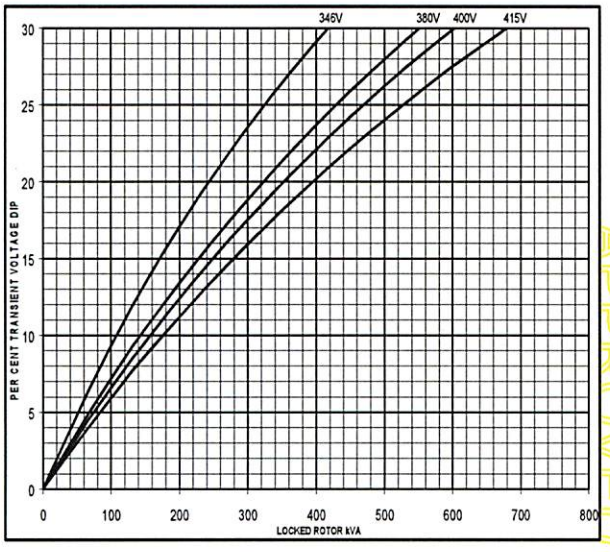
Winding 311

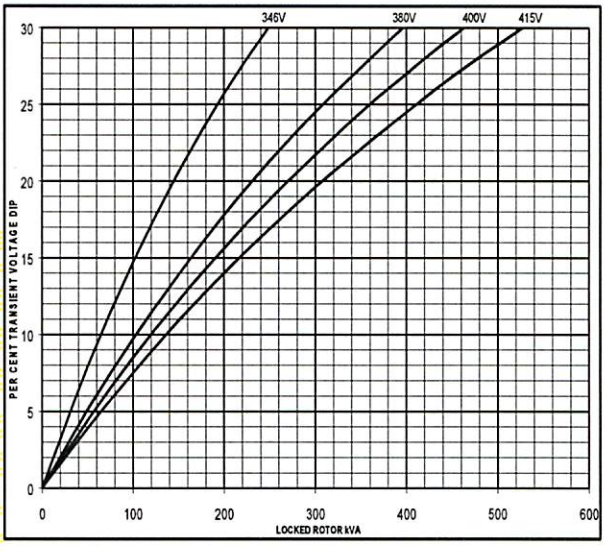
Locked Rotor Motor Starting Curve

50 Hz

MX

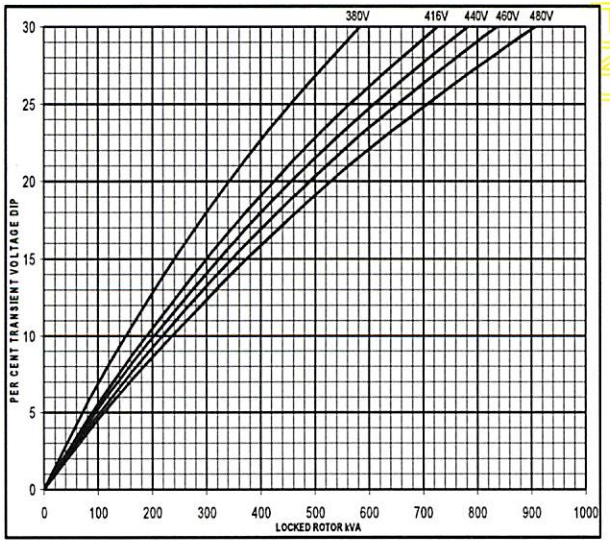


SX



60 Hz

MX



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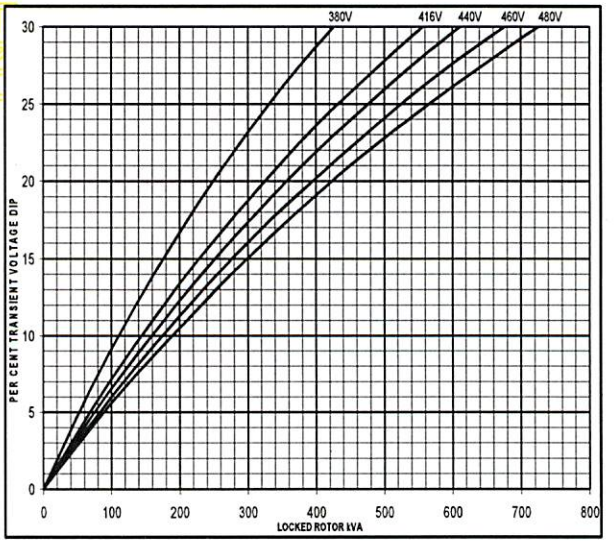
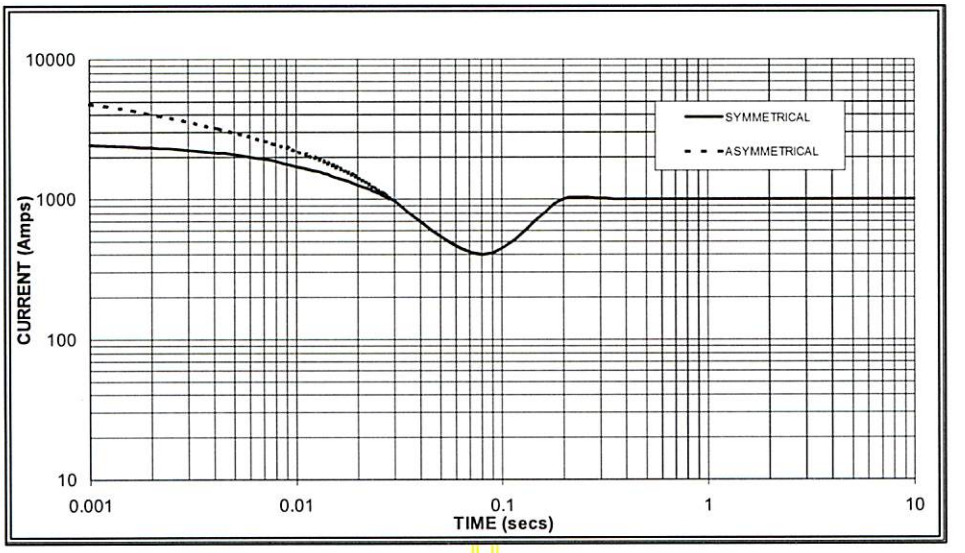


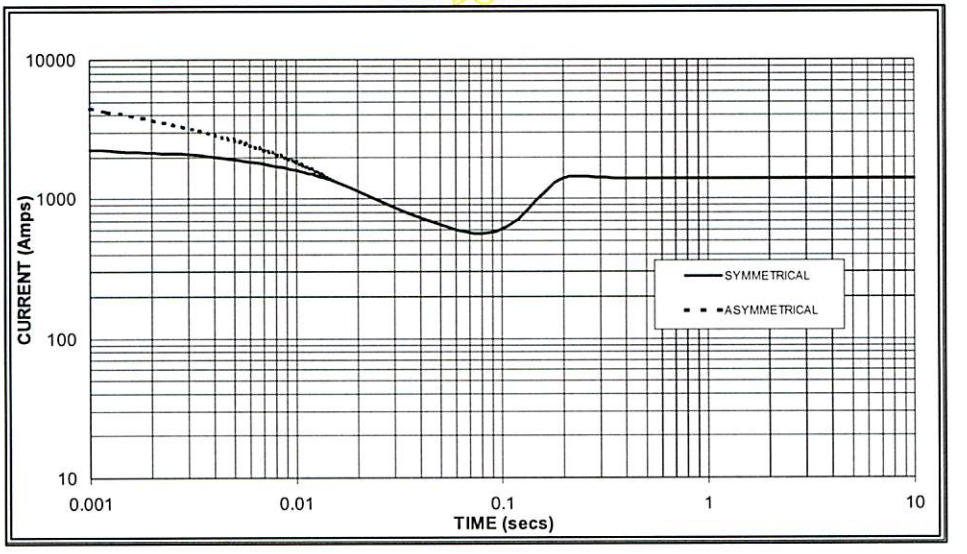
Three-phase Short Circuit Decrement Curve. No-load Excitation at Rated Speed Based on star (wye) connection.

50 Hz



Sustained Short Circuit = 1,000 Amps

60 Hz



Sustained Short Circuit = 1,400 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

UCI274H

STAMFORD

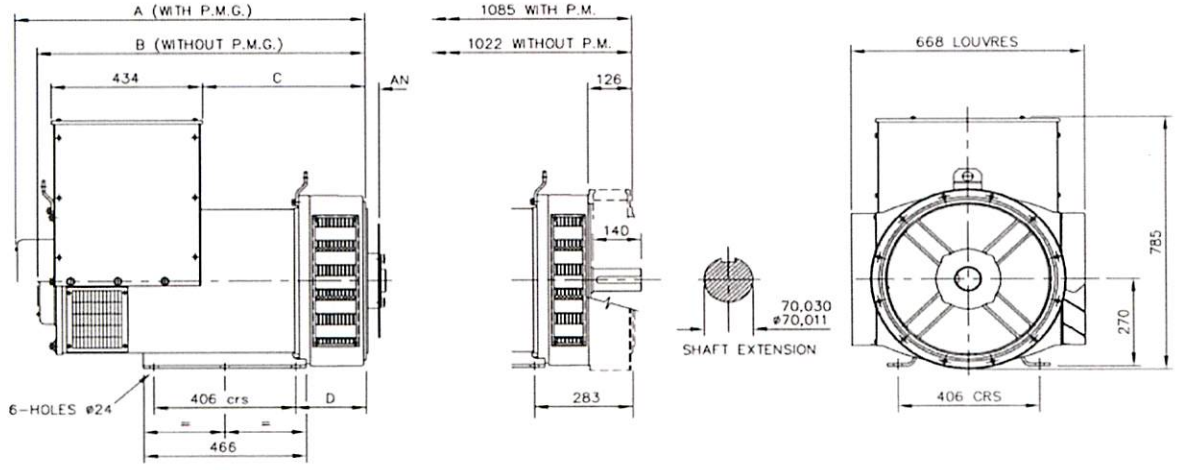
Winding 311 / 0.8 Power Factor

RATINGS

	Class - Temp Rise	Cont. F - 105/40°C				Cont. H - 125/40°C				Standby - 150/40°C				Standby - 163/27°C			
50 Hz	Series Star (V)	380	400	415	440	380	400	415	440	380	400	415	440	380	400	415	440
	Parallel Star (V)	190	200	208	220	190	200	208	220	190	200	208	220	190	200	208	220
	Series Delta (V)	220	230	240	254	220	230	240	254	220	230	240	254	220	230	240	254
	kVA	182.0	182.0	182.0	N/A	200.0	200.0	200.0	N/A	212.0	212.0	212.0	N/A	220.0	220.0	220.0	N/A
	kW	145.6	145.6	145.6	N/A	160.0	160.0	160.0	N/A	169.6	169.6	169.6	N/A	176.0	176.0	176.0	N/A
	Efficiency (%)	93.3	93.5	93.6	N/A	93.0	93.3	93.4	N/A	92.8	93.1	93.3	N/A	92.7	93.0	93.2	N/A
	kW Input	156.1	155.7	155.6	N/A	172.0	171.5	171.3	N/A	182.8	182.2	181.8	N/A	189.9	189.2	188.8	N/A

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	218.8	225.0	225.0	235.0	237.5	245.0	245.0	255.0	250.0	258.8	258.8	275.0	256.3	265.0	265.0	280.0
	kW	175.0	180.0	180.0	188.0	190.0	196.0	196.0	204.0	200.0	207.0	207.0	220.0	205.0	212.0	212.0	224.0
	Efficiency (%)	93.2	93.4	93.6	93.7	93.0	93.2	93.5	93.6	92.8	93.1	93.3	93.4	92.7	93.0	93.3	93.3
	kW Input	187.8	192.7	192.3	200.6	204.3	210.3	209.6	217.9	215.5	222.4	221.9	235.5	221.2	228.0	227.2	240.1

DIMENSIONS



SINGLE BEARING MACHINES ONLY						
ADAPTOR	A	B	C	D	COUPLING DISCS	AN
SAE 1	1018,3	955,3	479,3	216,3	SAE 10	53,98
SAE 2	1004	941	465	202	SAE 11,5	39,68
SAE 3	1004	941	465	202	SAE 14	25,40

APPROVED DOCUMENT

STAMFORD

Head Office Address:
Barnack Road, Stamford
Lincolnshire, PE9 2NB
United Kingdom
Tel: +44 (0) 1780 484000
Fax: +44 (0) 1780 484100

www.cumminsgeneratortechnologies.com

GCU-3000

Digital Gen-set PLC Control Unit

Provides Full Instrumentation & Protection On Any Generator Set

Features

Micro-processor auto control & protection
Easy to read large LCD display
Modularity design, easy to install
Provide accurate temperature and oil pressure display
Provide full engine & generator alarms signals shut downs
All functions setting can be done directly on GCU-3000 no need for PC connection*1
Provide emergency stop and voltage adjustment on front panel*2
Total of 15 memorable event logs
Optional USB / RS485 / Ethernet remote communication functions
Free APP for monitor and operate your ATS & genset directly from your smart phone

Protection & Alarm Status Indicators

Engine Start Failure	Emergency Stop Activated
Engine Over Speed	High Engine Temp.
Sensor Failure	MPU Failure
Abnormal AC Voltage	Generator Over Load
Low Engine Oil Pressure	Abnormal Battery Voltage

Large LCD Display

Programmable Display with 3 Phase Volts, Amp & Freq.
Engine Operation Hours & Battery Voltage Display
Can Display Different Unit Of Temperature & Oil Pressure
Failure Signal Status By Graphic Display

Specifications

Power Input	Voltage 8~60 VDC (12V , 24V)	**MPU Signal Input**	Voltage ±2 to ±70 VAC
AC Sensing Input	Voltage 15~500 VAC		Frequency Min. 100 Hz Max. 10 KHz
	Frequency 50/60 Hz	**CT Specification**	Burden 2.5 VA
Power Dissipating	Max. 7 watt		

Environment

Operating Temperature	-20 to 70 Degree C
Relative Humidity	Maximum 95%
Max. Vibration	5~25 Hz , ±1.6 mm 25~100 Hz , a=4g

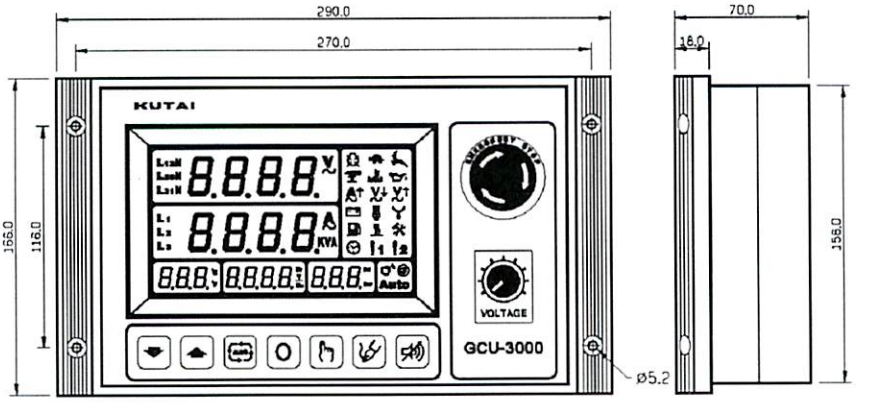
Physical Specification

Panel Cut-Out	251.5 x 157.0 ±0.5 mm
Dimensions	290.0 (L) x 166.0 (W) x 70.0 (H) mm
Weight	1341 g ±2%

Auxiliaries

Digital Sensor (TS-01)	-55 to 125 Degree C (Max.) ±2	**Semiconductor Sensor (PS-01)**	0 to 120 Psi ±2.5% (Max.)

Mechanical Specifications *(Unit : mm[inch])*



*1 Customized settings are auto-saved into memory and will remain even when power is off.

*2 Provide gen-set run-in modulate model and manual start and stop functions, when user proceed modulate controller will shut down all protect functions.

Project Name: MTS - 400A
General Order No:
Negotiation No: TAP50629X6K2
Alternate No: 0000

Item No.	Qty	Product	Description	Unit Quote Price	Extended Quote
002	1	Automatic Transfer Switches			

Product Family: Wall Mount
Switch Type: Automatic Molded Case Switch 30A thru 1000A
480/277v, 60hz, 3 Phase, 4 Wire, 3 poles
Transition Mode: Open
Controller Type: ATC-300+
Continuous Current: 400 Amps
Withstand: 65 KA
Normal Source Terminals: (1) 4/0-600 CU/AL
Emergency Source Terminals: (1) 4/0-600 CU/AL
Load Side Terminals: (2) #1-500 CU/AL
Neutral Terminals: (6) 250-350 CU/AL

Standard Features: 1a, 2a, 3a, 4a, 5h, 5j, 5k, 5l, 6b, 7a, 8c, 8d, 12c, 12d, 12g, 12h, 14l, 14m, 15e, 15f, 23k, 26d, 26h, 26j, 26k, 26l, 32a, 35a, 42, 48f, 49c,
Optional Features: 12l, 16n, 37a,
Shipping State: FL

Catalog No ATV3LDC30400XRU
Designation 400A SE

Qty	List of Materials
1	ATV3LD 3 Poles 400 Amps
1	AT Enclosure - Type-3R
1	1a. Time Delay Normal to Emergency Adj. 0-1800 sec
1	2a. Time Delay Engine Start Adj. 0-120 sec
1	3a. Time Delay Emergency to Normal Adj. 0-1800 sec
1	4a. Time Delay Engine Cool-off Adj. 0-1800 sec
1	5h. Emergency (S2) Sensing Phase Reversal
1	5j. Emergency (S2) Sensing Under Voltage/Under Freq
1	5k. Emergency (S2) Sensing Over Voltage/Over Freq
1	5l. Emergency (S2) Sensing Voltage Unbalance
1	6b. Test Pushbutton
1	7a. Time Delay Engine Fail Adj. 0-6 sec
1	8c. Time Delay Bypass Emergency to Normal
1	8d. Time Delay Bypass Normal to Emergency
1	12c. LED Indicator Normal Position
1	12d. LED Indicator Emergency Position
1	12g. LED Indicator Normal Source Available
1	12h. LED Indicator Emergency Source Available
1	14l. Normal (S1) Source Present (2 Form C)
1	14m. Emergency (S2) Source Present (2 Form C)
1	15e. Normal (S1) Position Indication (1 Form C Micro Switch Outputs)
1	15f. Emergency (S2) Position Indication (1 Form C Micro Switch Outputs)
1	16n. Power Switch Overcurrent Protection Normal Side Only
1	12l. Normal Trip 400 Amps
1	22. Ground Bar
1	23k. Auto Plant Exerciser 1/7/14/28 Day
1	26d. Go To Source 2
1	26h. Normal (S1) Sensing Phase Reversal
1	26j. Normal (S1) Sensing Under-voltage/Under-frequency
1	26k. Normal (S1) Sensing Over-voltage/Over-frequency

For assistance, contact Peter Smith-Johannsen 561-744-6989 -
email: sales@atlpwr.com

Project Name: MTS - 400A
General Order No:
Negotiation No: TAP50629X6K2
Alternate No: 0000

Qty	List of Materials
1	26l. Normal (S1) Sensing Voltage Unbalance
1	32a. Time Delay Neutral Adjustable 0 - 120 seconds
1	35a. Pre-transfer Signal Contacts (1 Form C)
1	37a. Rated as Suitable for Service Entrance w/o Ground Fault
1	42. IBC/CBC Seismic Qualified
1	48f. MODBUS Communication
1	49c. Multi-Tap Transformer

0% per month or fraction there of for the time the shipment is delayed.

For assistance, contact Peter Smith-Johannsen 561-744-6989 -
email: sales@atlpwr.com

AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE, FLORIDA
AND
MEIRELES TRUCK SALES, INC. D/B/A MTS POWER PRODUCTS

THIS AGREEMENT (this "Agreement") is made effective as of the ____ day of _____ _____, 2019 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA,** a Florida municipal corporation, whose principal address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter the "Town"), and **MEIRELES TRUCK SALES, INC.** , a Florida corporation, **D/B/A MTS POWER PRODUCTS,** whose address is 4501 N.W. 27 Avenue, Miami, Florida 33142 (hereinafter, the "Contractor").

WHEREAS, the Town desires to purchase and install an emergency generator for Town Hall, including retrofitting of the existing system and electrical connections, and service and maintenance thereafter; and

WHEREAS, the Contractor will perform the work on behalf of the Town, all as further set forth in the Proposal dated April 25, 2019 attached hereto as Exhibit "A" (the "Work"); and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a fee for the Work; and

WHEREAS, the Town desires to engage the Contractor to perform the Work and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. **Scope of Work.**

1.1 Contractor shall provide the Work, including all labor and materials, for the purchase and installation of new generator at Town Hall located at 9293 Harding Avenue, Surfside, Florida 33154, including electrical disconnect and reconnection, service rated ATS switch and crane service in connection with the installation of the generator, as set forth in the Proposal attached hereto as Exhibit "A" (the "Work").

1.2 Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

2. **Term/Commencement Date.**

2.1 This Agreement shall remain in effect from the Effective Date through five three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8.

2.2 Contractor agrees that time is of the essence and Contractor shall expeditiously complete the Work in accordance with the timeline set forth in the Proposal, and all service and maintenance work, within the term of this Agreement, unless extended by the Town Manager.

3. **Compensation and Payment.**

3.1 Compensation for Work provided by Contractor shall be in accordance with the Proposal attached hereto as Exhibit "A." Contractor shall be compensated a total amount not to exceed $64,432.34 for the Work ("Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Town's specifications and requirements and adjusted only by written change order signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2 Town shall pay the Contractor 50% of the Contract Price within five (5) days of the Effective Date of this Agreement, and the balance of 50% of the Contract Price upon completion of the Work, and written acceptance of all Work by the Town. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Work by the Town Manager.

4. **Subcontractors.**

4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all such work. Certification of Payment to Subcontractors: The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Town.

4.2 Contractor may only utilize the Work of a particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion. Notwithstanding the foregoing, the Town acknowledges and agrees that the Contractor will utilize the Work of an electrical contractor, Caribe S.

Electric, Inc., for all electrical work in connection with the disconnect of the existing generator and reconnection of the new generator. All Work provided by the subcontractor shall be fully licensed and warranted by Contractor and Caribe S. Electric, Inc. for a term of two (2) years.

5. **Town's Responsibilities.**

5.1 Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Work and in the possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Work.

5.2 Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Work.

6. **Contractor's Responsibilities; Representations and Warranties.**

6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's and/or Caribe S. Electric, Inc.'s Deliverables or Work are incorrect, not properly rendered, defective, or fail to conform to the Town requests, the Contractor and/or Caribe S. Electric, Inc.,, shall at Contractor's sole expense, immediately correct its Deliverables or Work.

6.2 The Contractor (and all subcontractors performing work or Work, including Caribe S. Electric, Inc.) hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Work for the Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Work and carry out its obligations under this Agreement in a professional and first class manner.

6.3 The Contractor represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

6.4 Contractor has visited the Work site and become familiar with and is

satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.5 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits, including but not limited to the Town's Code of Ordinances.

6.6 Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in this Agreement. Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Work.

6.7 Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Agreement and at all times during said Work, all required licenses and permits whether federal, state, County or Town. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for the Work, including Town building permits.

7. Conflict of Interest.

7.1 Intentionally Deleted.

8. Termination.

8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar day's written notice to the Contractor, or immediately with cause.

8.2 Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the Work site unless directed otherwise by the Town Manager.

8.3 In the event of termination by the Town, the Contractor shall be paid for all Work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Work and the project to the

Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance; Bonds.**

9.1 Contractor, and all subcontractors performing Work pursuant to tis Agreement, shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

a. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Agreement who is not covered by Worker's Compensation insurance.

c. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

d. Crane Insurance in an amount of not less than Two Million ($2,000,000.00) per occurrence, single limit. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $5,000,000 each.

e. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

f. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until final completion has been achieved for the Work, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with this Agreement.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Work. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be

specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Agreement. The Contractor 's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor 's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Loss Payee.** The Town is to be specifically named as a loss payee under the Contractor's Professional Insurance policy so that the Town will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Contractor's Work or performance pursuant to this Agreement.

9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6 **Bonds.** Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate payment bond, and performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form satisfactory to and approved in writing by Town and executed by a surety of recognized standing with a rating of A- or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the scope of the Work or the Contract Price, or any of the provisions of this Agreement is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it

ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

9.7 The provisions of this section shall survive termination of this Agreement.

10. **Contractor's Responsibility for Damages and Accidents**:

10.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause.

10.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Work. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by the Town, Contractor shall replace same without cost to the Town.

10.3 Contractor shall be responsible for promptly notifying the Town of any damage to sidewalks, roads, irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by Contractor pursuant to this Agreement, or the improper or negligent activities of the Contractor.

11. **Defective Work, Warranty and Guarantee**:

11.1 Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections to Work.

11.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of this Agreement, within the time indicated in writing by the Town, the Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary, at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, the Town may declare Contractor in default.

11.3 Contractor shall unconditionally warrant and guarantee all materials and equipment furnished and Work performed for a period of two (2) years from the date of completion and acceptance of al Work by the Town. If, within two (2) years after the date of completion and acceptance of the Work

by the Town, any of the Work is found to be defective or not in accordance with the Proposal or the Town's specifications or requirements, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by the Town, without cost to the Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under this Agreement, including but not limited to any claim regarding latent defects. In addition to the foregoing, Contractor shall provide and assign to Town all material and equipment warranties upon completion of the Work hereunder, including equipment and generator parts or components.

11.3 Failure to reject any defective Work or material shall not in any way prevent later rejection by the Town when such defect is discovered.

12. **Liens.**

12.1 Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Work site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Work. In the event such a lien is found or claimed against the Work, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, the Town shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, the Town shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay the Town's reasonable attorneys' fees and costs incurred in connection therewith.

13. **Nondiscrimination.**

13.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

14. **Attorneys Fees and Waiver of Jury Trial.**

14.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and

including fees and expenses charged for representation at both the trial and appellate levels.

14.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

15. **Indemnification.**

15.1 Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's negligent acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties or subcontractors made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's negligent performance or non-performance of this Agreement.

15.2 Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768. 28, Florida Statutes, as may be amended from time to time

15.3 The provisions of this section shall survive termination of this Agreement.

16. **Notices/Authorized Representatives.**

16.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Guillermo Olmedillo
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

With a copy to: Lillian M. Arango, Esq.
Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

For the Contractor: Meireles Truck Sales, Inc., D/B/A MTS Power Products
Attn: Juan Meireles, President
4501 N.W. 27th Avenue
Miami, FL 33142

17. **Governing Law and Venue**.

17.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

18. **Entire Agreement/Modification/Amendment.**

18.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

18.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

19. **Ownership and Access to Records and Audits.**

19.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Work to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

19.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure

that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

19.3 Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra Novoa, MMC

Mailing address: **9293 Harding Avenue**
Surfside FL 33154
Telephone number: **305-861-4863, Ext. 226**
Email: snovoa@townofsurfsidefl.gov

20. **Nonassignability.**

20.1 This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.

21. **Severability.**

21.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

22. **Independent Contractor.**

22.1 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and Work performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

23. **Compliance with Laws.**

23.1 The Contractor, and all subcontractors performing any work pursuant to this Agreement, shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Work under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Work under this Agreement at its own expense.

24. **Waiver.**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions.**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

26.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Public Entity Crimes Affidavit.**

27.1 Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

28. **Counterparts.**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONTRACTOR:

MEIRELES TRUCK SALES, INC., a Florida Corporation, D/B/A MTS POWER PRODUCTS

By: _____
Juan E. Meireles, President

Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation

By: _____
Guillermo Olmedillo, Town Manager

Date Executed:_____

Attest:

_____
Sandra Novoa, MMC, Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

EXHIBIT "A"
PROPOSAL OF CONTRACTOR

Scope of Work are those contained in the Proposal dated April 25, 2019, attached hereto and incorporated herein by reference.