

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 11, 2020 [X] Consent [] Regular
[] Workshop [] Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) An Emergency Contract with Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel-Allison (FDDA), a Delaware limited liability company, for the replacement of a diesel engine in a standby power generator at the Palm Beach International Airport (PBI) for a total not to exceed amount of \$532,183.26.
- (B) A Budget Transfer of \$532,183 in the Department of Airports Improvement and Development Fund including a transfer from Reserves in the amount of \$532,183.


Summary: One of the two standby generators servicing the terminal building at PBI suffered a catastrophic failure requiring the replacement of a diesel engine. The standby generators provide backup power for critical life safety systems, including security and lighting systems, in the event of a power failure. A secondary temporary generator has been put in place in the event of a failure of the remaining primary generator. An insurance claim has been submitted, which is anticipated to fully cover the cost of the temporary generator as well as the cost of replacement of the engine. The generator is no longer in production, requiring the engine to be manufactured. FDDA, the only authorized distributor in Florida, refused to enter into a contract for the manufacture and replacement of the engine without the inclusion of a limitation on liability. The Emergency Contract provides for a limitation of liability to the contract amount of \$532,183.26 in the event of a contract default by FDDA and for a general limitation of liability of \$1,000,000. Staff recommends approval of this Emergency Contract to ensure that the generator is back in service as soon as possible, but no later than hurricane season, and to mitigate additional costs associated with the temporary generator in the event the cost is not fully recovered. The Risk Management Department and the County Attorney's Office have been consulted and concur with staff's recommendation. **Countywide (AH)**

Background and Justification: The standby generator provides backup power to critical terminal life safety systems. The replacement is likely to take approximately 6 months to complete. The monthly cost of the temporary generator is \$29,700. Although staff currently anticipates that the County will recover the costs associated with the temporary generator and engine replacement through insurance, it is in the best interests of the County to mitigate additional costs.

Attachments:

- 1. Emergency Contract (3)
- 2. Budget Transfer

Recommended By:  1-15-20
Department Director Date

Approved By:  1-29-2020
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> |
|--------------------------|------------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | \$532,183 | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| Operating Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>\$532,183</u> | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE | _____ | _____ | _____ | _____ | _____ |
| POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget? Yes _____ No X
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4111 Department 121 Unit A212-453 Object 6211

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Approval of this item will provide budget for the purchase of a generator diesel engine for the PBI Terminal in the amount of \$532,183.26. A budget transfer of \$532,183 including \$532,183 from Reserves. It is anticipated that the County will be reimbursed for the costs of the replacement work by insurance.

C. Departmental Fiscal Review:

Webster Mancanson

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 1/16/2020
 OFMB *[Signature]* 1/16

[Signature] 1/23/2020
 Contract Dev. and Control *[Signature]* 1/23/2020

B. Legal Sufficiency:

Anne Helgard 1/24/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

EMERGENCY CONTRACT #450897/HS
Standby Generator diesel engine replacement, including warranty,
delivery, installation, and removal of existing engine

This Emergency Contract #450897/HS ("Emergency Contract" or "Contract") is made and entered into as of _____, 2020, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and Stewart & Stevenson FDDA LLC (d/b/a Florida Detroit Diesel-Allison), a Delaware limited liability company authorized to do business in the State of Florida ("FDDA").

WITNESSETH

WHEREAS, the County has an emergency need to purchase and install a replacement diesel engine unit into a standby power generator at Palm Beach International Airport; and

WHEREAS, FDDA can provide the County with replacement generator components and services meeting the required specifications; and

WHEREAS, it has been determined to be in the County's best interest to execute this Emergency Contract, which sets forth the terms and conditions pursuant to which FDDA will provide the required generator components and services to the County pursuant to Exhibit B; and

WHEREAS, the Palm Beach County Purchasing Code Section 2-54(f) (4), authorizes the County to enter into Emergency Contracts.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the County and FDDA agree as follows:

1. This Emergency Contract 450897/HS incorporates the terms and conditions stated in the Palm Beach County Purchase Order/Term Contract Standard Terms and Conditions, attached hereto as Exhibit A.
2. FDDA shall perform the work in the Proposal dated January 9, 2020, Proposal #19OPP44740-Rev-1, for a not to exceed total price of \$532,183.26 (five hundred thirty two thousand, one hundred eighty-three dollars and twenty-six cents), which Proposal is attached hereto and incorporated herein as Exhibit B.
3. FDDA shall provide evidence of the minimum amounts of insurance coverage set forth in Exhibit C, attached hereto and incorporated herein, to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Holly Skeen, Buyer, unless otherwise directed by the County. During the term of this Emergency Contract, FDDA shall provide evidence of insurance to Palm Beach County Purchasing Department, prior to the expiration date of each and every insurance required by Exhibit C.
4. 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 now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
5. The County will issue individual hard copy orders against this Emergency Contract, which will serve as FDDA's authorization to provide for the specified unit and services to County. All invoices must reference a unique document number (e.g. DO 4908011999). Failure to provide a document number

on each invoice will result in delay in processing payment.

6. This Emergency Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Emergency Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

7. This Emergency Contract shall not become effective until approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have duly executed this Emergency Contract as of the day and year first above written.

ATTEST:

SHARON R. BOCK

**PALM BEACH COUNTY, a political subdivision
of the State of Florida by its Board of
County Commissioners**

By: _____
Clerk and Comptroller

By: _____
Dave Kerner, Mayor

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITONS**

By: _____
County Attorney

By: *Laura Becker*
Director, Department of Airports

**STEWART & STEVENSON FDDA LLC d/b/a
FLORIDA DETROIT DIESEL-ALLISON**

Donald F. Mann
Signature

Donald F. Mann
Name

President.
Title

1/14/2020
Date

EXHIBIT A
PURCHASE ORDER/TERM CONTRACT STANDARD TERMS AND CONDITIONS

PALM BEACH COUNTY
PURCHASE ORDER/TERM CONTRACT STANDARD TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between Palm Beach County (referred as County) and Vendor.

VENDOR REGISTRATION

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palmbeach.fl.us/webapp/vssp/AltSelfService>. If vendor intends to use subcontractors, vendor must also ensure that all subcontractors are registered as vendors in the VSS system. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the VSS system. The County will not finalize a contract award until the County has verified that the contractor and all of its subcontractors are registered in the VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of submissions. Palm Beach County shall not be responsible for the completeness of any solicitation that was not downloaded from the VSS system or obtained directly from the Purchasing Department.

MODIFICATIONS

No modifications of this order/contract, including but not limited to these terms and conditions, shall be binding upon County unless approved by an authorized representative of County's Purchasing Department.

ASSIGNMENTS

Assignments are prohibited unless prior written consent is given by the County and the Vendor.

EXCUSABLE DELAYS

The County may grant additional time for any delay if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order/contract.

DEFAULT

- The County may, by written notice of default to the successful vendor, terminate the order/contract in whole or in part if the successful vendor fails to satisfactorily perform any provisions of this solicitation or resultant order/contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant order/contract, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the order/contract in whole or in part because of default of the successful vendor, vendor's sole liability to County shall be the actual cost incurred by County, including, but not limited to (i) have the work completed by a third party, (ii) repair any damage caused by the vendor or its employees or agents, and (iii) mitigate potential losses or further damage to the County, including, but not limited to, the costs of obtaining a temporary generator pending completion of the work. The vendor acknowledges and agrees that the costs to have the work completed by a third party may exceed the Purchase Order price and vendor shall be responsible for any additional costs incurred by County to ensure the timely completion of the work, provided, however, that the Vendor's liability shall not exceed one hundred percent (100%) of the Purchase Order price.

If it is determined that the successful vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful vendor), the rights and obligations of the parties shall be those provided in the provisions "Termination For Convenience".

TERMINATION FOR CONVENIENCE

The County may, whenever the interests of the County so require, terminate the order/contract, in whole or in part, for the convenience of the County upon five (5) days written notice to Vendor. Unless directed otherwise in the notice of termination, the Vendor shall incur no further obligations in connection with the order/contract.

REMEDIES

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 now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Unless the Vendor is in breach of this contract/order, the Vendor shall be paid for services rendered to the County's satisfaction through the date of termination for its costs and profit on work authorized by the County and performed up to the time of termination.

NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or successful vendor.

FOB

The F.O.B. point shall be destination. If the County agrees, freight charges may be prepaid by the Vendor and listed on the invoice; however, Vendor retains title and assumes all responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damage.

PAYMENT TERMS

The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on Vendor's offer; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palmbeach.fl.us/webapp/vssp/AltSelfService>.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmqr@mypalmbeachclerk.com.

INVOICING

Vendor shall send ALL ORIGINAL invoices to the following address and may send copies of invoices to the respective Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.

PALM BEACH COUNTY FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036

TAXES

The County is exempt from Federal and State taxes.

PURCHASE ORDER

The County will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

ORDER/CONTRACT

Vendor agrees that by submitting an offer (i.e. Request for Quotation) which is accepted by the County (i.e. Purchase Order, Term Contract or Notice) a binding contract is formed in accordance with the County's terms, conditions and specifications as set forth in the solicitation and this purchase order. Vendor certifies that the offer has been made by an officer or employee having the authority to bind the Vendor.

PRICING

- (1) Unless specifically requested in the specifications, any response containing modifying or escalation clauses shall be rejected.
- (2) The price offered must be in accordance with the unit of measure provided on the response page(s). One (1) space or line requires one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your response.
- (3) Vendor warrants by virtue of submitting an offer that prices shall remain firm for a period of ninety (90) days from the date of opening to allow for evaluation and award.
- (4) Prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (5) All unit prices offered should be within two (2) decimal points. If vendor's pricing offered exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

DELIVERIES

Deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated.

INSPECTION/ACCEPTANCE

All goods and/or services provided on this Purchase Order are subject to inspection and acceptance upon receipt or completion by an authorized representative of the County. Payment shall not be authorized until the goods and/or services have been received, accepted and properly invoiced.

QUANTITIES

Quantities specified in the order/contract cannot be changed without County approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.

COMMERCIAL NON-DISCRIMINATION:

- a. VENDOR'S REPRESENTATIONS AND AGREEMENT:

The Vendor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Vendor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Vendor shall provide equal opportunity for subcontractors, subconsultants vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Vendor understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Vendor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

b. VENDOR'S AGREEMENT TO APPLY TO SUBCONTRACTS:

The vendor covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

DISCRIMINATION PROHIBITED

Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful vendor warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

LEGAL REQUIREMENTS

The Vendor must strictly comply with all Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the goods and/or services provided herein. The UCC shall prevail as the basis for contractual obligations between the Vendor and the County for any terms and conditions not addressed. The County shall not be liable to the Vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this order/contract, or from any other matter generated by or relating to this order/contract.

CRIMINAL HISTORY RECORDS CHECK ORDINANCE

Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The vendor is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the vendor acknowledges that its pricing offered includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

PUBLIC ENTITY CRIMES

In accordance with the Florida Public Entity Crime Statute 287.132.133, persons and affiliates who are entering into a contract or performing any work in furtherance with Palm Beach County certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

SCRUTINIZED COMPANIES

- a. **SCRUTINIZED COMPANIES:** As provided in F.S. 287.135, by entering into an order/contract or performing any work in furtherance of this order/contract, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the County determines, using credible information available to the public, that a false certification has been submitted by Vendor, the resulting order/contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the order/contract shall be imposed, pursuant to F.S. 287.135.

- b. **SCRUTINIZED COMPANIES (WHEN ORDER/CONTRACT VALUE IS GREATER THAN \$1 MILLION):** As provided in F.S. 287.135, by entering into an order/contract or performing any work in furtherance of this order/contract, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Vendor, the resulting order/contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the order/contract shall be imposed, pursuant to F.S. 287.135.

S/M/WBE POLICY

It is the policy of the Board of County Commissioners ("Board") that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the Equal Business Opportunity Program, and which is incorporated herein. The provisions of the EBO Ordinance shall have precedence over the provisions of the solicitation in the event of a conflict.

All forms related to the Equal Business Opportunity Program, including waiver forms and good faith effort documentation can be found at: <http://discover.pbcgov.org/oebo/Pages/Documents.aspx>

LOCAL PREFERENCE

In accordance with the Local Preference Code, a preference may be given to (1) vendors or quoters having a permanent place of business in Palm Beach County or (2) vendors or quoters having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades.

INDEMNIFICATION

To the extent authorized by law, Vendor shall indemnify, save and hold harmless the County, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors or assignees pursuant to the terms and conditions of this order/contract, except to the extent caused or occasioned by the negligence, willful misconduct or strict liability of County, its employees, agents, officers, or directors.

INSURANCE REQUIREMENTS

If vendor is providing a service under this order/contract, then Vendor shall, at its sole expense, maintain in full force and effect at all times during the life of this order/contract, insurance coverages and limits (including endorsements), as required by the County. These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under this order/contract. All coverages shall be provided on a primary basis with the County endorsed as an Additional Insured with a CG 2026 additional Insured-Designated Person or Organization Endorsement, or its equivalent, as follows: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Vendor shall provide the County with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the County (normally within 2 working days of request). Failure to maintain the required insurance shall be considered a default of contract.

SAFETY DATA SHEETS (SOS)

Any toxic substance provided to the County as a result of this solicitation or resultant order/contract shall be accompanied by its SOS.

ENDORSEMENTS

No endorsements by the County of the goods and/or services will be used by the Vendor in any way, manner or form.

VENUE AND GOVERNING LAW

Any and all legal action necessary to enforce the award or the resultant order/contract will be held in Palm Beach County, Florida. Any legal action necessary to enforce the award or the resultant order/contract shall be governed by the laws of the State of Florida.

PUBLIC RECORDS, ACCESS AND AUDITS

The vendor agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the vendor's services or authorized by the County as a reimbursable expense, whether generated directly by the vendor, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the bidder, and wherever located shall be the property of the COUNTY.

Any material submitted relating to this order/contract is considered a public document in accordance with Section 119.07, Florida Statutes. This includes material which the responding vendor might consider to be confidential. All submitted information that the responding vendor believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a

determination will be made as to whether the identified information is, in fact, confidential.

The County shall have the right to request and review vendor's books and records to verify vendor's compliance with the Contract, adherence to the Equal Business Opportunity Program and its response. The County shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of the Contract. Vendor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date. The County and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the four (4) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the Vendor (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Vendor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Vendor is specifically required to:

- (1) Keep and maintain public records required by the County to perform services as provided under this order/contract.
- (2) Upon request from the County's Custodian of Public Records ("County's Custodian") or County's representative/liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law. The Vendor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CV-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (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 order/contract term and following completion of the order/contract, if the Vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
- (4) Upon completion of the order/contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the order/contract, 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 order/contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor must be provided to the County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

Vendor acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Vendor to comply with the requirements of this Section, Chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this order/contract. County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

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 ORDER/CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV. ORG OR BY TELEPHONE AT 561-355-6680.

PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421-2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

BUSINESS INFORMATION

If vendor is a Joint Venture for the goods/services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

ANNUAL APPROPRIATIONS

The County's performance and obligation to pay under this order/contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

CONFLICT OF INTEREST

Vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required by this order/contract as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. Vendor further represents that no person having any conflict of interest shall be employed for said performance or services. Vendors shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, vendor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches.

CONSEQUENTIAL DAMAGES

In no event shall a party to this Purchase Order be liable for indirect, special, consequential, incidental, multiple or punitive damages, or any damage deemed to be of an indirect or consequential nature, arising out of or related to its performance under this Purchase Order, whether based upon breach of contract, warranty, negligence and whether grounded in tort, contract, civil law or other theories of liability, including strict liability. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, loss of use, loss of revenue and cost of capital.

LIMITATION OF LIABILITY

Notwithstanding any other provision hereof to the contrary, Vendor's total, cumulative liability arising out of or related to the performance or non-performance of this Purchase Order shall be limited to one million dollars (\$1,000,000).

Effective from 07/24/2019

EXHIBIT B
PROPOSAL



PROPOSAL

Date: 1/09/2020

Palm Beach County
 Attn: Raymond Quinn

Ref: Palm Beach County
 MTU Engine

Proposal #: 19OPP44740-Rev1

Stewart & Stevenson FDDA LLC (d/b/a "Florida Detroit Diesel-Allison") proposes the following scope of work:

***** Scope of Work *****

- New MTU Model 16V4000G74S loose diesel engine to replace existing MTU Model 16V4000G43, serial number 5272012489
 - MTU standby limited warranty period of 36 month from date of shipment from MTU (see attached)
- Removal of existing MTU Model 16V4000G43 (SN5272012489) engine and installation of new MTU 16V4000G74S engine including (see attached FDDA installation proposal for detail);
 - Crane and rigging
 - New coolant
 - Commission of new engine and 2 hour load bank test

***** End Scope of Work *****

TOTAL NET PRICE...

US\$532,183.26

Regular lead time: 10-12 weeks, after receipt of purchase order, for engine to ship from the factory.

GENERAL EXCLUSIONS and EXCEPTIONS (unless specifically noted above):

EPA Tier 4i or 4 Final engine; IBC or seismic compliance and/or calculations; equipment performance beyond proposed manufacturer's design; any testing other than load bank testing (emissions, noise, harmonics, etc.); exhaust pipe, roof thimble or wall thimble, any warranty and/or guarantee other than the original equipment manufacturer's warranty and/or FDDA's warranty attached hereto; consequential or liquidated damages, any test equipment other than load bank (transformer, oscilloscope, camera, analyzer, etc.); NEIA or independent Testing Agency testing; ground fault or infrared scanning testing; anchoring calculation and/or anchors; general, civil, plumbing, mechanical, and electrical work including materials, engineering and any type of permitting; fuel or equipment rental; equipment short or long term preservation; storage on old or new engine

TERMS AND CONDITIONS OF PROPOSAL:

1. Acceptable Palm Beach County terms and conditions of purchase
2. Proposal includes item listed above only
3. Proposal valid until Emergency Contract is approved by Palm Beach County or 90 days from proposal, whichever occurs first

FDDA appreciates the opportunity of proposing the above scope of work and trust we may be favored with your most valued business.

Respectfully,

Len Hernandez
 Manager

Stewart & Stevenson FDDA LLC
4141 S.W. 30th Avenue,
Fort Lauderdale, FL 33312
Phone: 954-327-4440

Authorized Florida Distributor of:





FLORIDA

DETROIT DIESEL - ALLISON

Your Total Power Solution



SERVICE REPAIR ESTIMATE PROPOSAL

| | | | |
|------------|----------------------------------|-------------------|----------------------------------|
| Account#: | Pending | Proposal Date: | 01/09/20 |
| Site Name: | Palm Beach International Airport | Company: | Palm Beach International Airport |
| Address: | | Address: | 373 North River Avenue |
| City: | | City: | Dunfield Beach |
| State: | Zip | State: | Zip 33441 |
| Contact: | Cell#: | Manufacturer: | MTU |
| Phone#: | Fax#: | Model#: | MTU-16V4000-DS2000 |
| Email: | | Serial#: | 5272012489 |
| | | Ret. Work Order#: | N/A |

Stewart and Stevenson FDDA LLC d/b/a FDDA Florida Detroit Diesel-Allison is pleased to present this service repair estimate proposal for the work described below

| DESCRIPTION OF SERVICE WORK | | Parts | Labor |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| Estimate to R&R 16V4000 Engine and 2 hour load bank test. Engine sold separate from this estimate. Estimate for the engine supplied by FDDA new product division. Engine will need to be shipped to be painted at our FDDA Ft Lauderdale branch Kohler beige. FDDA will take a component from the engine to color match the paint. Some components will need to be removed on both the bad engine and new engine in order to be removed and installed. Work to be performed in stages | | \$45,490 | \$94,444 |
| Stage 1 | Remove all necessary components required to lift alternator from base to lift and remove the bad engine, customer to address high voltage cable connections | | |
| Stage 2 | Arrive early am to prepare site to remove the engine. Assist rigging company to lift and remove alternator end and cabinet. Assist rigging company with lifting engine, set on FDDA steel engine frame so the rigging company can roll the engine out of the building. FDDA may have to remove additional components in order to get the engine through the two access doors. Rigging company to transport to our Ft Lauderdale branch to reassemble and swap engine stands. Engine will be stored at a location designated by the customer at the Palm beach International Airport for three months to allow insurance company to inspect. Customer acknowledges that storage at an alternative location would result in additional costs. | | |
| Stage 3 | Arrive early am to prepare site to install the new engine. Assist rigging company with installing new engine, assist rigging company with installing alternator and junction box, align engine with alternator, re-install all components removed in preparation of the new engine to be installed. Return back to the site, complete installation, reconnect all accessory that was removed, reconnect exhaust system, fill engine coolant system with estimated 250 Gallons, fill engine with engine oil, verify no coolant leaks, turn on engine block heater, pre-lube engine per MTU process, run engine at an idle for 1/2 hour, run unit at full rated RPM 1800. verify unit has no leaks. | | |
| Stage 4 | Recommission engine to perform a 2 hour load bank test, lay out low voltage cables, make all proper connection, verify phase rotation, perform 2 hour load bank test using customer supplied transformer to reduce the voltage down to 277/480, after test is completed a follow up trip to put the unit back on line and run a system test with the customer | | |
| Stage 5 | Assist Okay Generator with final testing cost for one day service tech on site for 8 hours | | |
| Rigging Company Coolant estimated at 250 Gallons of engine coolant | | \$72,000 | |
| Estimate two weeks to perform work provided weather permits, any additional testing required by customer will be in addition to this repair estimate, all work to be performed during normal business hours. FDDA to remove engine components on top side of the engine (Turbo's, air filters, oil cooler & charge air cooler, if cylinder heads will need to be removed in order to R&R the engine, FDDA to provide the additional estimated to supply load bank equipment, customer to have transformer on site to reduce the voltage down to 277/480 volt. | | | |

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|
| Work will be performed on the ground level or within accessible distance from the service vehicle, and during normal weekday business hours unless stated otherwise in quote. Estimate does not include non-reusable castings or unacceptable cores. Notification will be given of any additional repairs needed and will only be performed upon approval by customer. | Labor | \$94,444 |
| | Parts | \$117,590 |
| 11 Deposit Required | Misc. 9.5% | N/A |
| | Mileage | N/A |
| | Freight | N/A |
| Tax Exempt: YES | Subtotal | \$212,034.26 |
| FL State Sales Tax: 9% | Sales Tax | Tax Exempt |
| County Delivery: Palm Beach | County Tax | Tax Exempt |
| Surtax: 0.00% | County Tax | Tax Exempt |
| Expres: 00 Days | | |
| | GRAND TOTAL | \$212,034.26 |

Approval of the Emergency Contract by Palm Beach County's Board of County Commissioners authorizes the above repair work to be done along with necessary materials. Stewart and Stevenson FDDA LLC d/b/a FDDA Florida Detroit Diesel - Allison & its employees may operate the above equipment for the purpose of testing, inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Stewart and Stevenson FDDA LLC d/b/a FDDA Florida Detroit Diesel - Allison is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten (10) business days after completion of services. The cost of labor and parts in determining any estimate shall be borne by the customer as detailed in this proposal.

Florida Detroit Diesel -Allison

Proposed by: Bob Gerena

Email: bobgerena@ssss.com

Phone#: 813 299 1743

Fax#: 813 628 0807

P.O.#



**MTU AMERICA INC.
ENGINES FOR EMERGENCY POWER SUPPLY AND LIMITED CONTINUOUS DUTY
(STAND-BY POWER) GENERATOR SET AND STAND-BY PUMP APPLICATIONS
LIMITED WARRANTY**

MTU America Inc. ("MTU") issues the following express Limited Warranty subject to the following terms, conditions and limitations:

An owner ("Owner") who purchases a MTU engine for emergency power supply and limited continuous duty (stand-by power) generator set and stand-by pump application ("Engine") from MTU is entitled to coverage under this Limited Warranty. MTU warrants to the Owner that the Engine is free of defects in material and workmanship under normal use at the time of dispatch from the MTU manufacturing facility. Any nonconformity to the foregoing is defined as a Warrantable Defect. This Limited Warranty applies to Engines shipped on or after March 1, 2012.

1. Limited Warranty Period

Limited Warranty Period. The Limited Warranty Period for a Warrantable Defect for all engines, excluding Series 60 engines is (i) one thousand (1,000) hours of duty or (ii) thirty-six (36) months after the Engine has shipped from the MTU manufacturing facility, whichever occurs first.

The Limited Warranty Period for a Warrantable Defect for Series 60 engines is (i) four hundred (400) hours of duty or (ii) twenty-four (24) months after the date of shipment from MTU, whichever occurs first.

2. MTU Responsibilities

If a Warrantable Defect is found during the Limited Warranty Period, and provided the Owner has complied with its obligations under Section 3, MTU will, during normal working hours, through MTU's authorized distributor, dealer or service outlet, perform some or all of the following:

- (a) Repair or replace, at MTU's sole election, the defective part with a new or remanufactured replacement part;
- (b) Replace lubricating oil, filters, antifreeze and other consumable service items rendered unusable by the Warrantable Defect;
- (c) Provide reasonable or customary labor needed to correct the Warrantable Defect ;
- (d) Provide reasonable technician travel time to and from the closest MTU authorized distributor, dealer or service outlet to the Engine location;
- (e) Part removal and re-installation, if necessary and as solely determined by MTU.

If MTU repairs or replaces a part or Engine under this Limited Warranty, the repaired or replaced part or Engine assumes the unexpired portion of the warranty period remaining from the original part or Engine. Repair or replacement of a part or Engine will not extend the term of the original Limited Warranty Period. Parts or Engine replaced shall become the property of MTU.

MTU's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

3. Owner Responsibilities

During the Limited Warranty Period, the Owner is responsible for, and MTU will not reimburse for the following:

- (a) Premium or overtime labor costs;
- (b) Labor and material costs for Engine removal and reinstallation;
- (c) Transportation costs or travel expenses related to delivery of the Engine to the designated distributor, dealer or service outlet;
- (d) Incidental and consequential costs, damages or administrative expenses of whatever nature;
- (e) Non-Engine repairs, vehicle damage, "downtime" expenses, cargo damage, fines, lost income, any business costs of any kind, Owner's travel expenses and other losses resulting from a Warrantable Defect;
- (f) Shipping charges for replacement parts/Engines in excess of those which are usual and customary; or
- (g) Local taxes, if applicable.

In addition, Owner must:

- (a) Operate, use and maintain the Engine in accordance with the applicable Owner's manual and/or any other manuals specified by MTU, including without limitation handling, inspection, servicing or operating instructions;
- (b) Promptly notify MTU or its authorized representative of a Warrantable Defect and make the Engine available for repair;
- (c) Comply with MTU's or MTU's authorized representative's reasonable directions regarding the timing, sequence and location of warranty repairs and make the Engine available for inspection;
- (d) Perform all required maintenance and maintain and provide proof that all required maintenance has been performed;
- (e) Use MTU specified consumables such as fuel, oil, and coolant;



- (f) Allow MTU access to all electronic data stored in the Engine Electronic Control Module, as applicable;
- (g) Promptly return to MTU all parts replaced under this Limited Warranty;
- (h) Comply with MTU's long term storage guidelines, if applicable, and maintain and provide proof of compliance; and
- (i) Reimburse MTU for all costs incurred in providing warranty service where, following examination, the request or claim for warranty coverage proves to be unfounded or excluded, as well as all incidental costs including those incurred investigating the claim.

4. Limitations

MTU is not responsible, and this Limited Warranty is not available under any circumstances, for any of the following:

- (a) Failure of Owner to fulfill its obligations under Section 3;
 - (b) Defects which were obvious or capable of being identified by reasonable inspection and not reported to MTU within three (3) days of receipt of the Engine;
 - (c) Defects caused or potentially caused by service work performed by non-MTU authorized service providers and/or the use of non-genuine MTU parts;
 - (d) Defects resulting from natural wear and tear or external action, negligence, natural disasters, accidents, incorrect use, improper handling or storage or inadequate corrosion-proofing, incorrect assembly or installation or modification of the Engine, or chemical, electrical or other harmful effects;
 - (e) Defects resulting from abuse or neglect, including unauthorized modifications to the Engine;
 - (f) Repair or any use or installation which MTU determines, in its sole discretion, to be improper;
 - (g) Defects caused by use of incorrect oil or fuel or by water, dirt or other contaminants in the fuel or oil;
 - (h) Defects resulting from Owner's delay in making the Engine available after being notified of a potential problem or failure to take immediate measures to avoid or mitigate damage;
 - (i) Damage to parts, fixtures, housings, attachments, and accessory items, which are not part of the Engine, or transmission (if supplied by MTU), including any other manufacturer's products packaged and sold by MTU;
 - (j) Repair of parts sold by MTU that are warranted directly to the Owner by the respective part's manufacturer;
 - (k) Engines operating for duty periods outside of the definition of their application group;
 - (l) Any failure, other than those resulting from a defect in material or factory workmanship of the Engine;
 - (m) Use of the Engine for purposes other than those for which it was intended, including without limitation use of the Engine under extraordinary operating conditions not made known to MTU in writing at the time of the order; or
 - (n) Material provided by or a design specified by the Owner.
5. **Software Warranty.** Where software is included in the Engine, MTU warrants to the Owner that the software will be substantially free from material program errors and material defects in material and workmanship and that it shall function substantially in accordance with MTU's specification at the time of dispatch from the MTU manufacturing facility. MTU does not warrant that the software is error-free or free from "bugs" as commonly categorized by the computer industry. MTU shall, during the Limited Warranty Period, endeavor to remedy at its cost by repair or replacement of any material program errors or material defects of which Owner has promptly notified MTU. MTU shall have no obligation with respect to any nonconformities resulting from unauthorized modifications to the software or any Owner interfacing.
6. **Emissions Warranty.** The Engine may be covered under an emissions warranty specified by the U.S. Environmental Protection Agency and/or the California Air Resources Board. The terms of the warranty, if applicable, may be accessed by following the link: <http://www.mtu-online.com/mtu-northamerica/technical-info/emissions-warranty/>. Any such Emissions Warranty is incorporated herein by reference in its entirety to the extent and with the same force as if fully set forth herein. The Engine, if certified, may only be certified to comply with the required country or region specific emission regulations. Where applicable, the Engine is only certified to those specific emission regulations/standards which are clearly stated in the respective RRPS/MTU defined technical specifications. IT IS THE OWNER'S SOLE RESPONSIBILITY TO ENSURE THAT THE EXPORT/IMPORT, INSTALLATION AND USE OF THE ENGINE(S) COMPLIES WITH THE APPLICABLE EMISSION REGULATIONS IN THE COUNTRY OR REGION WHERE THE ENGINE(S) WILL BE USED.
7. **Disclaimers**

LIMITATION OF WARRANTIES: THIS LIMITED WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES NOT SPECIFIED HEREIN.

THIS LIMITED WARRANTY, THE OBLIGATIONS OF MTU AND THE RIGHTS AND REMEDIES OF THE OWNER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF, AND THE OWNER HEREBY WAIVES AND RELEASES ALL OTHER OBLIGATIONS, WARRANTIES (INCLUDING WARRANTY AGAINST REDHIBITORY DEFECTS), REPRESENTATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT



LIMITED TO ANY CLAIMS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE PERFORMANCE OF THIS LIMITED WARRANTY OR FROM THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE ENGINE, ANY COMPONENT THEREOF AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, ALLEGED NEGLIGENCE, OR OTHERWISE, SHALL MTU BE SUBJECT TO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION TO DAMAGE TO THE ENGINE, OR OTHER PROPERTY, COMMERCIAL LOSSES, LOST PROFITS, LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME, OR CLAIMS OF CUSTOMERS.

8. The Owner is entitled to rectify the defect or to have it rectified by third parties only in urgent cases where operational safety is at risk or in order to prevent disproportionately extensive damage; provided that Owner has informed MTU and obtained MTU's prior written consent. In such cases, MTU shall, in its sole discretion, reimburse the costs incurred by the Owner up to an amount equivalent to the costs MTU would have incurred had it remedied the defect itself.
9. This Limited Warranty gives the Owner specific legal rights, and the Owner may also have other rights, which vary from state to state. Some states do not allow warranty duration limitations and/or certain exclusions or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion(s) may not apply to Owner. If any one or more of the provisions contained in this Limited Warranty shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.
10. This Limited Warranty is governed by the laws of the State of Michigan without regard to its conflicts of law principles and excluding the United Nations Convention for the International Sale of Goods.
11. In order to obtain performance of a MTU warranty obligation, the Owner should contact the nearest MTU authorized distributor, dealer or service outlet for instructions. To find the location of the nearest MTU authorized distributor, dealer or service outlet call 248-560-8000 or write to: MTU America Inc. Warranty Department, 39525 MacKenzie Drive, Novi, MI 48377.

EXHIBIT C
INSURANCE REQUIREMENTS

EXHIBIT C
INSURANCE REQUIREMENTS

FDDA shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by FDDA, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by FDDA under the Contract. FDDA shall notify COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Unless prohibited under the policy, all coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** FDDA shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** FDDA shall maintain Business Auto Liability at a limit of liability not less than \$1,000,000 each accident.
- C. **Workers' Compensation Insurance & Employer's Liability:** FDDA shall maintain Workers' Compensation accordance with Florida Statute Chapter 440. Policy shall include coverage for Employer's Liability.
- D. **Additional Insured Clause:** The Commercial General Liability and the Business Automobile liability policies shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- E. **Waiver of Subrogation:** FDDA hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then FDDA shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should FDDA enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the FDDA shall deliver to the COUNTY, unless otherwise directed

by COUNTY, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Purchasing Department
50 S Military Trail
West Palm Beach, FL 33415

- G. **Umbrella or Excess Liability**: If necessary, FDDA may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. FDDA agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- H. **Right to Revise or Reject**: COUNTY, by and through its Risk Management Department reserves the right to review, and modify the required insurance, including limits, coverage, and, or endorsements.



CERTIFICATE OF LIABILITY INSURANCE

DATE: (MM/DD/YYYY)
01/19/2020

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

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

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--|
| PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7127 FAX (A/C. No.): (800) 363-0105 | |
| | E-MAIL ADDRESS: | |
| INSURED Stewart & Stevenson FDDA LLC P O Box 1745 Houston TX 77251 USA | INSURER A: Zurich American Ins Co NAIC # 16535 | |
| | INSURER B: Lloyd's syndicate No. 3000 AA1129000 | |
| | INSURER C: American Guarantee & Liability Ins Co 26247 | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 570080185306 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS shown are as requested |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------------------------------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | GL0790538000 SIR applies per policy terms & conditions | 09/30/2019 | 06/30/2020 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAP5918339-14 | 06/30/2019 | 06/30/2020 | COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | MALTA1900285 XS Over WC & Auto Only | 09/30/2019 | 06/30/2020 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If Yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC591834116 | 06/30/2019 | 06/30/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| C | Misc Liab Cvg | | | AUC700538400 Excess over GL only | 09/30/2019 | 06/30/2020 | Each Occurrence \$10,000,000 Aggregate \$10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Palm Beach County Board of County Commissioners is included as Additional Insured in accordance with the policy provisions of the General Liability, and Automobile Liability policies. A waiver of subrogation is granted in favor of Certificate holder in accordance with the policy provisions of the General Liability, Automobile Liability, and Workers Compensation policies.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Purchasing Department 50 S Military Trail West Palm Beach FL 33415 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc</i> |

Holder Identifier: 570080185306 Certificate No: 570080185306

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF NEW JERSEY

COUNTY OF BERGEN

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the President of Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel-Allison, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a manager managed limited liability company.

5. The undersigned is the President of the Company and has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

6. The undersigned has the right and authority to enter into that certain Emergency Contract #450897/HS between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

Donald F. Mann
_____, Individually and as
President

SWORN TO AND SUBSCRIBED before me on this 14th day of January, 2020, by Donald F. Mann, President of Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel-Allison on behalf of the Company who is personally known to me OR who produced _____, as identification and who did take an oath.

Sheryl Carfi

Notary Signature

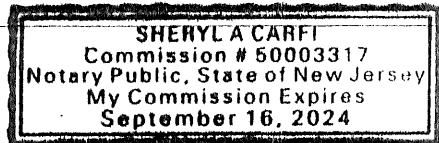
Sheryl Carfi

Print Notary Name

NOTARY PUBLIC

State of New Jersey at large

My Commission Expires:



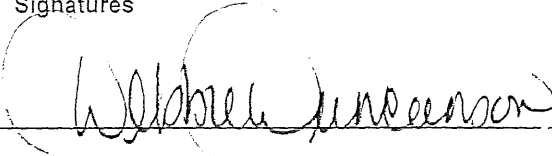
BUDGET TRANSFER
 BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA

Fund 4111 Airport Passenger Improvement and Development Fund

Advantage Document Numbers:
 BGEX 011520/673

Use this form to provide budget for items not anticipated in the budget.

| ACCT.NUMBER | ACCOUNT NAME | ADOPTED BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED AS OF 01/15/2020 | REMAINING BALANCE |
|-------------------------------------|------------------------------|----------------|----------------|----------|----------|-----------------|---------------------------------------|-------------------|
| <u>Expenditures</u> | | | | | | | | |
| 121-A212-6211 | Building Improvement | 6,030,733 | 4,574,919 | 532,183 | 0 | 5,107,102 | 3,644,007 | 1,463,095 |
| 121-A900-9909 | Reserves Improvement Program | 19,584,408 | 18,337,803 | 0 | 532,183 | 17,805,620 | 0 | 17,805,620 |
| Total Appropriations & Expenditures | | | | 532,183 | 532,183 | 0 | | |

| | | | |
|-------------------------------------------|---------------------------------------------------------------------------------------|-----------|---------------------------------------------------|
| | Signatures | Date | |
| OFMB |  | 1/15/2020 | By Board of County Commissioners |
| INITIATING DEPARTMENT/DIVISION | | | At Meeting of |
| Administration/Budget Department Approval | | | February 11, 2020 |
| OFMB Department - Posted | | | Deputy Clerk to the Board of County Commissioners |