



Event # 291-0

Name: South Side Cultural Arts Center - Manual Transfer Switch (MT)

Description: The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Electrical Construction and commissioning services to install a Manual Transfer Switch for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

This Project is located at the South Side Cultural Arts Center, 701 S. Andrews Ave. in the City of Fort Lauderdale. The work includes, but is not limited to, the supply, installation and commissioning of a manual transfer switch including all associated equipment, cabling, and infrastructure for complete turnkey project.

Buyer: PASCUAL, YESENIA

Status: Draft

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open: 06/24/2024 01:01:00 PM

Open: 06/24/2024 01:00:00 PM

Q & A Close: 07/16/2024 05:00:00 PM

Close: 07/23/2024 02:00:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
Did you complete and attach all the required forms?	Yes No	Event 291 - Required Forms.pdf
Contractors performing any part of this scope of work must possess the following licenses/certifications to be considered for award: -Division 26 Contractor - State Certified (Type E.C. License) Electrical Contractor. -Field superintendent must have an active Journeyman's Electrical License. -Underground contractor's licenses, bonded and insured.	Yes No	

Event # 291-0: South Side Cultural Arts Center - Manual Transfer Switch (MT)

Meetings

Meeting	Description	Location	Date	Required
PRE-BID and Site Visit	There will be a non-mandatory pre-bid meeting and site visit that will be held on Wednesday, July 10, 2024, at 2:00 PM, local time.	South Side Cultural Arts Center	07/10/2024 02:00:00 PM	No
	Location: South Side Cultural Arts Center 701 S. Andrews Ave. Fort Lauderdale, FL 33316			

Contacts

Name	Email Address
YESENIA PASCUAL	ypascual@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
910-82	Wiring and Other Electrical Maintenance and Repair Services
914-38	Electrical
925-31	Electrical Engineering (Incl. Cogeneration Design Services)
928-38	Electrical (Alternator/Generator, Battery, Ignition System,

Line Details

Line 1: Demolition

Event # 291-0: South Side Cultural Arts Center - Manual Transfer Switch (MT)

Description: Demolition- Please refer to Project Specifications for details

Item: DEMOLITION Demolition

Commodity Code: 285-67 Power Systems Switchgears and Related Accessories

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: JA

Requested Delivery Date: 12/31/2024

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 2: Installation

Description: Installation-Please refer to Project Specifications for details

Item: INSTALLATION Installation

Commodity Code: 285-67 Power Systems Switchgears and Related Accessories

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: JA

Requested Delivery Date: 12/31/2024

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 3: Transfer Switch (Complete)

Description: Transfer Switch (Complete)- Please refer to Project Specifications for details

Event # 291-0: South Side Cultural Arts Center - Manual Transfer Switch (MT)

Code:

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: JA

Requested Delivery Date: 12/31/2024

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 6: Commission and Startup - Minimum One Week of Operation

Description: Commission and Startup - Minimum One Week of Operation- Please refer to Project Specifications for details

Item: COMMISSIONING/STARTUP/OPERATE Commission and Startup - Minimum One Week of Operation

Commodity Code: 285-67 Power Systems Switchgears and Related Accessories

Quantity: 1.0000

Unit of Measure: JA

Requested Delivery Date: 12/31/2024

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

CITY OF FORT LAUDERDALE
CONTRACT AND SPECIFICATIONS PACKAGE

BID/EVENT NO. 291

**South Side Cultural Arts
Center - Manual Transfer
Switch (MTS)**



Yesenia Pascual
Sr. Procurement Specialist
Telephone: (954) 828-5257 E-mail: ypascual@fortlauderdale.gov

TABLE OF CONTENTS

<u>Description</u>	<u>Pages</u>
I. BID INFORMATION	
Invitation to Bid	ITB-1
Instruction to Bidders	IB-1
General Conditions	GC-1
Special Conditions	SC-1
II. CONSTRUCTION AGREEMENT (SAMPLE).....	C-1
III. TECHNICAL SPECIFICATIONS	
Section 26 05 00 – Common Work Results for Electrical	TS-2
Section 26 05 19 – Low-Voltage Electrical Power Conductors and Cables	TS-8
Section 26 05 26 – Grounding and Bonding for Electrical Systems	TS-14
Section 26 05 33 – Raceway and Boxes for Electrical Systems	TS-22
Section 26 36 00 – Transfer Switches	TS-36

Note: The following documents are available electronically for completion and **must** be returned with your bid along with your bid security, proof of insurance, and proof of required licenses/certifications.

- Affidavit of Compliance with Foreign Entity Laws
- CITB Questionnaire Sheet
- CITB Specific References
- CITB Trench Safety
- Contract Payment Method
- Construction Bid Certification Page
- Disadvantaged Business Enterprise Preference Certification
- E-Verify Statement
- Local Business Preference Certification
- Non-Collusion Statement
- Non-Discrimination Certification Form

INVITATION TO BID

Sealed bids will be received electronically until **2:00 p.m.**, local time, on _____, 2024, and opened online immediately thereafter for **BID/EVENT NO., 291 South Side Cultural Arts Center – Manual Transfer Switch**.

All openings will be held on the City's online strategic sourcing platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with Wi-Fi access.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated in the solicitation, via the Question and Answer (Q&A) forum on the City's online strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Electrical Construction and commissioning services to install a Manual Transfer Switch for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

This Project is located at the South Side Cultural Arts Center, 701 S. Andrews Ave. in the City of Fort Lauderdale. The work includes, but is not limited to, the supply, installation and commissioning of a manual transfer switch including all associated equipment, cabling, and infrastructure for complete turnkey project.

Drawing Plans: This Project consists of seven (7) Drawing Sheets. Drawing plans may be obtained **free of charge** at the City's online strategic sourcing platform.

Licensing Requirements: Contractor must possess the following licenses to be considered for award:

State of Florida Certified Electrical Contractor License

OR

Any other State or County License(s), Certification(s) or Registration(s) deemed legally permissible by the City to conduct the nature of the work required in this solicitation.

Any sub-contractors employed by the Proposer shall be licensed and insured in accordance with this solicitation. Additionally, it is the Proposer's responsibility for ensuring that any sub-contractors' work meets the requirements of this solicitation at all times.

Note: Contractor must have proper licensing and shall submit evidence of same with its bid response.

NOTE: Payment on this contract will be made by Visa or MasterCard

Pre-Bid Meeting/Site visit: There will be a pre-bid conference and site visit that will be held on Wednesday, July 10, 2024, at 2:00 PM, local time.

Location: South Side Cultural Arts Center
701 S. Andrews Ave.
Fort Lauderdale, FL 33316

ITB-1

While attendance is not mandatory, tours at other times might not be available. It is strongly suggested that all contractors attend the pre-bid conference. It will be the sole responsibility of the bidder to inspect the City's location and become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

Bid Security: A certified check, cashier's check, bank officer's check or bid bond for **TEN percent (10%)** of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each offer.

Bid Bonds:

Bidders can submit bid bonds **four** different ways.

- 1) Bidders may submit bid bonds **electronically** directly through the City's online strategic sourcing platform using **Surety 2000**.
- 2) Bidders may **upload** their original executed bid bond on the City's online strategic sourcing platform to accompany their electronic bids, and **mail** the original, signed and sealed hard copy to the Finance Department, Procurement Services Division, 101 NE 3rd Ave. Suite 1650, Fort Lauderdale, Florida 33301, **within five(5)business days** after bid opening, with the company name, bid number and title clearly indicated on the envelope.
- 3) Bidders may **deliver** their original executed bid bond in **person** to the Finance Department, Procurement Services Division, 101 NE 3rd Ave. Suite #1650, Fort Lauderdale, Florida 33301, **before time of bid opening**, with the company name, bid number and title clearly indicated on the envelope. **NOTE: Bond must be received in Procurement and time stamped before bid opening.**
- 4) Bidders can **mail** their original executed bid bond to the Finance Department, Procurement Services Division, 101 NE 3rd Ave., Suite 1650, Fort Lauderdale, Florida 33301, **before time of bid opening**, with the company name, bid number and title clearly indicated on the envelope. **NOTE: Bond must be received in Procurement and time stamped before bid opening.**

It will be the sole responsibility of the bidder to ensure that its bid is submitted prior to the bid opening date and time listed. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA THE CITY'S ONLINE STRATEGIC SOURCING PLATFORM.**

Certified Checks, Cashier's Checks and Bank Drafts:

These **CANNOT** be submitted via the City's online strategic sourcing platform, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department, Procurement Services Division, 101 NE 3rd Ave., Suite 1650, Fort Lauderdale, Florida 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that its bid bond or other bid security is received by the Procurement Services Division before the time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the Q&A platform provided on the City's online strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website – <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services>
For general inquiries, please call (954) 828-5933.

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INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications, and strict compliance is required with all of these provisions.

QUALIFICATIONS OF BIDDERS – No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Fort Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Fort Lauderdale.

CONCERNING SUB-CONTRACTORS, SUPPLIERS, AND OTHERS - The amount of work that is sublet by the Bidder shall be limited by the condition that the Bidder shall, with his own organization, perform at least forty percent (40%) of the total dollar amount of the Work to be performed under the Agreement.

PERSONAL INVESTIGATION - Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer or City staff shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

INCONSISTENCIES – Any inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired by the bidder, in writing, at least ten (10) days prior to the time set for opening bids. After bids are opened, the bidders shall abide by the decision of the Engineer as to such interpretation.

ADDENDA AND INTERPRETATIONS - No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated in the City's online strategic sourcing platform. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **It is the bidder's responsibility to verify if addenda have been issued in the City's online strategic sourcing platform.** Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become a part of the contract document. **Bidder** shall verify in the City's online strategic sourcing platform that it has all addenda before submitting a bid.

LEGAL CONDITIONS - Bidders are notified to familiarize themselves with the provisions of the laws of the State of Florida relating to hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Fort Lauderdale.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

FORMS OF BIDS - Each bid and its accompanying statements **MUST BE SUBMITTED ELECTRONICALLY, IN GOOD ORDER WITH ALL BLANKS COMPLETED,** and must show the name of the bidder and a statement as to its contents. In the event of any conflict or discrepancy between bid

price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

The bid must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the bid. No bid will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

INSURANCE - Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

BID BOND - A certified check, cashier's check or bank officer's check made payable to the City of Fort Lauderdale, or a bid bond in favor of the City of Fort Lauderdale shall accompany each bid as evidence of the good faith and responsibility of the bidder. The amount of the check or bond shall be retained by the City as liquidated damages in the event the bidder whose bid is accepted refuses to or fails to enter into a contract for the execution of the work solicited in this Invitation to Bid.

The bid bond or check shall be a guarantee that the successful bidder will promptly execute a contract satisfactory to the City for the work solicited in this Invitation to Bid and furnish good and sufficient bonds.

Following the full execution of a contract for the work solicited in this Invitation to Bid and the successful bidder's provision of good and sufficient bonds, in the event bid security was provided by check, the amount of the bid security accompanying the successful bidder's bid will be refunded to the successful bidder, or in the event bid security was provided by a bond, the bond accompanying the successful bidder's bid will be returned to the successful bidder. In the event the successful bidder fails to enter into, execute, and deliver a contract and furnish the required bonds within ten (10) days after the City provides notice to the successful bidder to deliver the executed contract and the required bonds, the bid bond shall immediately be payable to the City of Fort Lauderdale, or in the case of a check, the City shall retain the amount of the check, as liquidated damages. The City's retention of such amount shall not be construed as a penalty or forfeiture.

FILLING IN BIDS - All prices must be electronically submitted in the bid pages, and bids must fully cover all items for which prices are asked and no other. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the bid. In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

PRICES QUOTED: Deduct any discount offered and quote firm net unit prices. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid

separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of one hundred and twenty (120) days from the date of bid opening unless otherwise stated in the ITB. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

ADDITIONAL ITEMS OR SERVICES: The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

DELETION OR MODIFICATION OF SERVICES: The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised cost to the City for approval prior to proceeding with the work.

TERMINATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

CAUSES FOR REJECTION - No bid will be canvassed, considered or accepted which, in the opinion of the City is informal or unbalanced, or contains inadequate or unreasonable prices for any items. Each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineation, or failure to specify bids for all items called for in the schedule shall render the bid informal.

REJECTION OF BIDS - The City reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders. A bid will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

BID PROTEST PROCEDURE: Any bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the City's website at the following link:
[https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_A
RTVFI_DIV2PR_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

WITHDRAWALS - Any bidder may, without prejudice to himself, withdraw its bid at any time prior to the expiration of the time during which bids may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid. After expiration of the period for receiving bids, no bids can be withdrawn, modified, or explained.

CONTRACT - The bidder to whom award is made shall execute a written contract to do the work and maintain the same in good repair until final acceptance by the proper authorities and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be annulled and the contract let to the next lowest bidder who is responsive and responsible, and that bidder shall fulfill every stipulation and obligation as if such bidder were the original party to whom award was made.

The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after completion of the work and receipt of final payment.

ENFORCEMENT OF SPECIFICATIONS - Copies of the specifications will be placed in the hands of all the assistants to the Engineer and Inspectors employed on the Work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

DRAWING PLANS - Drawing plans may be obtained **free of charge** from the City's on-line strategic sourcing platform.

SURETY BOND – The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2022), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

The successful bidder shall furnish a performance and payment bond in compliance with Section 255.05, Florida Statutes (2022), written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of fifteen percent (15%) per annum, and that they shall indemnify and hold harmless the City of Fort Lauderdale to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

The Contractor is required at all times to have a valid surety bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, which becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to at least twenty-five percent (25%) of contract price, or an additional bond shall be

conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City, except in contracts which are concerned solely with demolition work, in which cases twenty-five percent (25%) liability will not be applicable.

AUDIT OF CONTRACTOR'S RECORDS - Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records from either the Contractor, the Subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions.

Failure of the Contractor or Subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a Subcontractor at the option of the City.

The Contractor shall assure that each of its Subcontractors will provide access to its records pertaining to the project upon request by the City.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT - After the Contractor has submitted a periodic estimate for partial payment, approved and certified by the Public Works Department, the City shall make payment in the manner provided in the Contract Documents and in accordance with Florida's Prompt Payment Act, Section 218, Florida Statutes (2022).

RESERVATION FOR AWARD AND REJECTION OF BIDS - The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

LOCAL BUSINESS PREFERENCE - Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

Upon formal request of the City, based on the application of a Local Business Preference, the Proposer shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the Proposer being found ineligible for the local business preference.

Definitions:

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- c. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR

DISADVANTAGED BUSINESS ENTERPRISE PREFERENCE - Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid submittal:

Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

The complete Disadvantaged Business Preference ordinance may be found on the City's website at the following link: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS - The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

LOBBYING ACTIVITIES - ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No., C-11-42, and Resolution No. 07-101, may be obtained from the City Clerk's Office 101 NE 3rd Ave., Suite 2100, Fort Lauderdale, Florida 33301. The Ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

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GENERAL CONDITIONS

Unless otherwise modified in the Project's Special Conditions, the following General Conditions shall be part of the Contract:

GC - 01 - DEFINITIONS - The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows:

"Addendum" or "Addenda" - shall mean the additional Contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Bid" – shall mean the offer or bid of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bidder" – shall mean any person, firm, company, corporation or entity submitting a bid for the Work.

"Bonds" –shall mean bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

"City" – shall mean the City of Fort Lauderdale, Florida, a Florida municipal corporation. In the event the City exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract.

"Consultant" – shall mean a person, firm, company, corporation or other entity employed by the City to perform the professional services for the project.

"Contractor" – shall mean the successful Bidder who has been employed by the City to perform the construction and related services for the project.

"Contract Work" - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof. In the case of any inconsistency in or between any parts of this Contract, the Project Manager shall determine which shall prevail.

"Design Documents" – shall mean the construction plans and specifications included as part of a Bid Solicitation prepared either by the City or by the Consultant under a separate Agreement with the City.

"Engineer" - shall include the terms "professional engineer" and "licensed engineer" and means a person who is licensed to engage in the practice of engineering under Florida Statute, Chapter 471. An Engineer may be a City employee or a consultant hired by the City.

"Extra Work" - shall mean work other than that required by the Contract.

"Inspector" – shall mean an authorized representative of the City assigned to make necessary inspections of materials furnished by Contractor and of the Work performed by Contractor.

"Notice" - shall mean written notice sent by certified United States mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

"Owner" - shall mean the City of Fort Lauderdale.

"Project Manager" - shall mean a professional designated by the City to manage the Project under the supervision and direction of the Public Works Director or designee.

"Public Works Director" – shall mean the Public Works Director of the City of Fort Lauderdale.

"Site" - shall mean the area upon or in which the Contractor's operations are carried out and such other areas adjacent thereto as may be designated as such by the Project Manager.

"Sub-contractor" - shall mean any person, firm, company, corporation or other entity, other than employees of the Contractor, who or which contracts with the contractor, to furnish, or actually furnishes labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Surety" - shall mean any corporation or entity that executes, as Surety, the Contractor's performance and payment bond securing the performance of this Contract.

GC - 02 - SITE INVESTIGATION AND REPRESENTATION - The Contractor acknowledges that it has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Site, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, field conditions, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

The Contractor acknowledges that it has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted.

Any failure by the Contractor to acquaint itself with all the Site conditions shall not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents.

GC - 03 - SUBSTITUTIONS - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Contractor making the request. To be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the Contract Documents and shall be submitted upon the Contractor's letterhead. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Project Manager will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and

2. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
3. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
4. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

If a proposed substitution is approved by the Project Manager, an addendum will be issued to prospective bidders not less than three (3) working days prior to the date set for opening of bids. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in strict accordance with the Contract Documents.

GC- 04 – CONSTRUCTION RESOURCES – Contractor shall provide all labor and equipment necessary to complete the installation within a timely manner. Contractor shall provide details as to manpower and equipment to be dedicated to the project in its Work Plan. Contractor is responsible for making arrangements, obtaining and purchasing construction water services if required to complete the work.

GC - 05 - CONTROL OF THE WORK - The Project Manager shall have full control and direction of the Work in all respects. The Project Manager and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Project Manager may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Project Manager so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Project Manager, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Project Manager, as will ensure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

GC - 06 - SUB-CONTRACTOR - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Project Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Project Manager, a list of all Sub-contractors. No Work shall be done by any sub-contractor until such Sub-contractor has been officially approved by the Project Manager. A sub-contractor not appearing on the original list will not be approved without written request submitted to the Project Manager and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Sub-contractors and the Sub-contractor is liable to be discharged by the Contractor, at the direction of the Project Manager, for neglect of duty, incompetence or misconduct.

Acceptance of any sub-contractor, other person, or organization by the Project Manager shall not constitute a waiver of any right of Project Manager to reject defective Work or Work not in conformance with the Contract Documents.

Contractor shall be fully responsible for all acts and omissions of its Sub-contractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and

omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City and any sub-contractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due to any sub-contractor or other person, or organization, except as may otherwise be required by law.

GC - 07 - QUANTITIES - Contractor recognizes and agrees that the quantities shown on plans and Bid/Price Schedule are estimates only and may vary during actual construction. No change shall be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the Project Manager shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract. The City shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

Any Work not herein specified, which might be fairly implied as included in the Contract, of which the City shall judge, shall be done by the Contractor without extra charge. However, such cost increases shall be authorized either by the Public Works Director or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

GC - 08 - NO ORAL CHANGES - Except to the extent expressly set forth in the Contract, no change in, or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

GC - 09 - PERMITS AND PROTECTION OF PUBLIC – Permits on file with the City and/or those permits to be obtained by the Contractor, shall be considered directive in nature, and will be considered a part of this Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

Contractor shall secure all permits and licenses required for completing the Project. Contractor will obtain the necessary State, County, and City construction/work permits if required.

The Contractor shall comply with all applicable Codes, Standards, Specifications, etc. related to all aspects of the Project.

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given to all affected parties prior to proceeding with the Work.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the Work of constructing the various items in this contract shall proceed in an orderly, systematic and progressive manner.

GC - 10 - DISEASE REGULATIONS - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Project Manager may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.

GC - 11 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, and shall notify the Project Manager of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at its own expense.

GC - 12 - MATERIALS AND WORKMANSHIP - All material shall be new and the workmanship shall, in every respect, be in conformity with approved modern practice and with prevailing standards of performance and quality. In the event of a dispute, the Project Manager's decision shall be final. Wherever the Plans, Specifications, Contract Documents, or the directions of the Project Manager are unclear as to what is permissible and/or fail to note the quality of any Work, that interpretation will be made by the Project Manager, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

GC - 13 - SAFEGUARDING MARKS - The Contractor shall safeguard all points, stakes, grade marks, monuments, and benchmarks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of having them re-established by a licensed Professional surveyor registered in the State of Florida if disturbed or destroyed during the course of construction.

GC - 14 - RESTROOM FACILITIES - Contractor shall provide portable toilet facilities for employee's use at a location within the Work site to be determined by the City.

GC - 15 - PROGRESS MEETINGS - Weekly Status meetings will be conducted with representatives from the City and the Contractor. Contractor shall budget time to participate in such meetings. A well-run Project should result in short meetings.

GC - 16 - ISSUE RESOLUTION - Should Contractor become engaged in a dispute with a resident or a City employee, the Contractor shall report the situation to the Project Manager immediately. It shall be mandatory that the City participate in any dispute resolution. Failure of Contractor personnel to notify the City shall obligate Contractor to replace the offending employee immediately if requested by the City.

GC - 17 - CITY SECURITY-CONTRACTOR AND SUBCONTRACTOR EMPLOYEE INFORMATION - Prior to commencing work, Contractor shall provide to the City a list of all personnel and subcontractors on site. The list will include the name, address, birth date and driver's license number for all personnel. All personnel and subcontractors on site will have on their person a company photo ID during all stages of the construction. Contractor shall provide standard required personal information per current City procedures.

GC - 18 - POST-CONSTRUCTION SURVEY - The Contractor shall provide as-built survey, sealed and signed by a registered surveyor in the State of Florida, as a condition of final payment.

GC – 19 - KEY PERSONNEL - Contractor shall provide as part of the Work Plan, resumes for all key project personnel providing supervision and project management functions. Resumes shall include work history and years of experience performing this type of work.

GC - 20 - EXISTING UTILITY SERVICE - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

GC - 21 - JOB DESCRIPTION SIGNS – Contractor, at Contractor’s expense, shall furnish, erect, and maintain suitable weatherproof signs on jobs over \$100,000 containing the following information:

1. City Seal (in colors)
2. Project or Improvement Number
3. Job Description
4. Estimated Cost
5. Completion Date

Minimum size of sign shall be four feet high, eight feet wide and shall be suitably anchored. The entire sign shall be painted and present a pleasing appearance. Exact location of signs will be determined in the field. Two (2) signs will be required, one at each end of the job. All costs of this work shall be included in other parts of the work.

GC - 22 - FLORIDA EAST COAST RIGHT-OF-WAY - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry bodily injury and property damage insurance in amounts satisfactory to the Florida East Coast Company. This insurance requirement shall be verified by the contractor with the Florida East Coast Company prior to commencing work, and maintained during the life of the Contract.

GC - 23 - ACCIDENTS - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

GC - 24 - SAFETY PRECAUTIONS - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

GC - 25 - DUST PREVENTION - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in the cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance the Project Manager may stop the Work until the issue is resolved to the City's satisfaction.

GC - 26 - SITE CLEANUP AND RESTORATION – The Contractor shall remove all debris and unused or discarded materials from the work site daily. Contractor shall clean the work site to remove all directional drilling "Driller's Mud" materials. No "Driller's Mud" residue shall be allowed to remain in the soil or on the surface of the land or vegetation. All debris and drilling materials must be disposed of offsite at an approved location.

The Contractor shall promptly restore all areas disturbed that are outside the Project limits in equal or better condition at no additional cost to the City.

GC - 27 - COURTEOUS BEHAVIOR AND RESPECT FOR RESIDENTS AND PROPERTY – The Contractor and its employees, associates and sub-contractors shall maintain courteous behavior at all times and not engage in yelling, loud music, or other such activities. Contractor's employees shall not leave trash or other discarded items at the Work Site, especially on any private property. In the event complaints arise, Contractor shall immediately remove such offending employees from the project if requested to do so by the Project Manager. Contractor's employees shall not trespass on any private property unless necessary to complete the work but with prior permission from the owner.

Contractor shall notify and obtain permission from the residents 24 hours in advance when planning to work within the resident's property. In addition, Contractor shall notify the resident prior to entering their property to perform work or inspect/investigate the work site. Contractor shall not block residents' driveways unnecessarily. Contractor shall not park equipment on landscaped areas when the vehicle is not needed for the current construction activities. Contractor shall be responsible for repair and/or replacement of all damaged landscaping within 48 hours including repairing vehicle wheel impressions, irrigation systems, lighting systems, structures, or any other items of resident's property. Contractor shall not destroy, damage, remove, or otherwise negatively impact any landscaping within or outside the right-of-way without prior approval from the Project Manager.

GC - 28 - PLACING BARRICADES AND WARNING LIGHTS - The Contractor shall furnish and place, at Contractor's own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Project Manager may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

GC - 29 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the City's Transportation and Mobility Department, Broward County, Florida Department of Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road.

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times and conform to Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

GC - 30 - COORDINATION - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Project Manager before construction is started and shall coordinate its Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange its Work and dispose of its materials so as to not interfere with the operation of other contractors engaged upon adjacent work, and to join its Work to that of others in a proper manner, and to perform its Work in the proper sequence in relation to that of other contractors as may be directed by the Project Manager.

Each Contractor shall be responsible for any damage done by it or its agents to the work performed by another contractor.

GC - 31 - WATER - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

GC - 32 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

GC - 33 - USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS - In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this Project shall be produced and manufactured in the State of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

The Bidder affirms by submitting a bid response to this solicitation that they will comply with section 255.20 (3) Florida Statutes.

GC - 34 - PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Bidder's response to the Solicitation purporting to require confidentiality of any portion of the Bidder's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Bids purporting to be subject to copyright protection in full or in part will be rejected. The bidder authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone Number: (954) 828-5002

Mailing Address: City Clerk's Office
101 NE 3rd Ave., Suite 2100
Fort Lauderdale, Florida 33301

E-mail: prcontract@fortlauderdale.gov

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 (2022), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Electrical Construction and commissioning services to install a Manual Transfer Switch for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. TRANSACTION FEES

The City uses the City's online strategic sourcing platform INFOR (www.INFOR.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

03. SUBMISSION OF BIDS

It is the sole responsibility of the Contractor to ensure that its bid is submitted electronically through the City's online strategic sourcing platform, www.INFOR.com, and that any bid security reaches the City of Fort Lauderdale, Procurement Services Division, 521 NE 4th Avenue, Fort Lauderdale, Florida 33301-1016, in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. PLEASE SUBMIT YOUR BID RESPONSE ELECTRONICALLY.** In the event of any conflict or discrepancy between bid price(s) submitted by bidder electronically into the City's online strategic sourcing platform Unit Price field(s), any other forms or attachments (whether part of the City's solicitation documents or documents created and uploaded by the bidder, or another section/field of the System, the online unit price(s) **inputted** electronically into the System by the bidder shall govern.

04. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Yesenia Pascual, Sr. **Procurement Specialist**, at (954) 828-5257 or email at ypascual@fortlauderdale.gov. Such contact shall be for clarification purposes only.

provided in the City's online strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. **Bidders please note:** No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's online strategic sourcing platform shall become part of any contract that is created from this ITB.

05. CONTRACT TIME

5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **Thirty (30)** calendar days of the date of the Notice to Proceed.

- 5.2 The Work shall be Substantially Completed within **Two Hundred Eighty (280)** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **Twenty (20)** calendar days after the Substantial Completion date.

06. BID SECURITY

A certified check, cashier's check, bank officer's check or bid bond for **TEN percent (10%)** of the bid amount, made payable to the City of Fort Lauderdale, shall accompany each offer.

07. REQUIRED LICENSES/CERTIFICATIONS

Contractor must possess the following licenses/certifications to be considered for award:

State of Florida Certified Electrical Contractor License.

OR

Any other State or County License(s), Certification(s) or Registration(s) deemed legally permissible by the City to conduct the nature of the work required in this solicitation. Any sub-contractors employed by the Proposer shall be licensed and insured in accordance with this solicitation. Additionally, it is the Proposer's responsibility for ensuring that any sub-contractors' work meets the requirements of this solicitation at all times.

Note: Contractor must have proper licensing and shall submit evidence of same with its bid response.

08. SPECIFIC EXPERIENCE REQUIRED

The following expertise is required to be considered for this Contract. Specific references attesting to this expertise must be submitted with the bid response.

The Field Superintendent shall have a minimum of four (4) years previous successful experience on projects of comparable size and complexity. The Superintendent shall be on the site at all times during construction and must have an active Journeyman's Electrical License. There shall be no less than 1 journeyman for every 3 apprentice/laborer (non-Journeyman) on site.

The contractor shall have at least five (5) years previous construction experience in Electrical Projects in the State of Florida. Bidder shall submit proof of construction experience of at least two (2) MTS installation projects of similar scope and with a budget of \$250,000 (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

NOTE: REFERENCES SHALL NOT INCLUDE ONLY CITY OF FORT LAUDERDALE EMPLOYEES OR WORK PERFORMED FOR THE CITY. THE CITY IS ALSO INTERESTED IN WORK EXPERIENCE AND REFERENCES FROM ENTITIES OTHER THAN THE CITY OF FORT LAUDERDALE.

By signing this bid solicitation, contractor is affirming that this expertise will be provided for this Contract at no additional charge.

09. BID ALLOWANCE

Allowance for permits: Payments will be made to the contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The amount indicated is intended to be sufficient to cover the entire Project. If the City's permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of the City's permit fees required for project completion.

Allowance	Allowance Amount
Additional equipment rental allowance	\$5,000
FPL, AT&T allowance	\$5,000
Maintenance of traffic allowance	\$5,000
Permit fees and testing allowance	\$5,000
TOTAL:	\$20,000

10. INSURANCE REQUIREMENTS (See Article 10, Bonds and Insurance, of the Contract for details)

Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, OBTLLC shall cause the OB Contractor, at its sole expense, to provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN “ADDITIONAL INSURED” ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid to demonstrate the firm’s ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies’ names for all required coverage, and the dollar amounts of the coverage.

11. **PERFORMANCE AND PAYMENT BOND:** 100%

12. **CITY PROJECT MANAGER**

The Project Manager is hereby designated by the City as Abraham Gopaul whose address is 220 SW 14th Ave. Bldg 3, Fort Lauderdale, Florida 33316, telephone number: (954) 828-6560, and e-mail address is agopaul@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

13. **LIQUIDATED DAMAGES** *(See Article 16, Liquidated Damages, of the Contract for details)*

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Two Hundred Fifty Dollars (\$250.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

14. **PAYMENT** *(See Article 7, Payment, of the Contract for other details)*

The City shall make payment to the Contractor through utilization of the City’s P-Card Program. The City has implemented a Purchasing Card (P-Card) Program utilizing both the VISA and MASTERCARD networks. Purchases from this contract will be made utilizing the City’s Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor’s participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

Payment Card Industry (PCI) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

15. WORK SCHEDULE (including overtime hours):

Regular work hours: **8:00 am to 5:00 pm, Monday through Friday.**

City Inspector Hours: **8:00 am to 4:30 pm, Monday through Friday.**

Any inspection requested by the contractor outside those hours will be considered overtime to be paid by the Contractor.

16. INSPECTION OVERTIME COST: \$100/hr.

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CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this _____ day of _____, 2024, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and _____, a Florida company/corporation ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the City desires to retain a contractor for the Project as expressed in its Invitation to Bid No. 291, which was opened on _____; and

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project;

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 – DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents – Advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and sample agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.
- 1.7 Change Order - A written document executed by both Parties ordering a change in the Contract Price or Contract Time or a material change in the Work.

- 1.8 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor’s response to the City’s Invitation to Bid, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 Contract Price – The amount established in the bid submittal and award by the City’s City Commission, as may be amended by Change Order.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.12 Contractor – The person, firm, company, or corporation with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – When modifying the word “Work” refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager’s recommendation of final payment.
- 1.15 Effective Date of the Agreement – The effective date of the Agreement shall be the date the City Commission approves the work.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.

- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.20 Holidays - Those designated non-workdays as established by the City Commission of the City of Fort Lauderdale.
- 1.21 Inspection – The term “inspection” and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award - The written notice by City to the Contractor stating that upon compliance by the Contractor with the condition’s precedent enumerated therein, within the time specified that the City will sign and deliver this Agreement.
- 1.23 Notice to Proceed – A written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.24 Plans - The official graphic representations of this Project that are a part of the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.

- 1.26 Project – The construction project described in the Contract Documents, including the Work described therein.
- 1.27 Project Manager - The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.
- 1.28 Punch List - The City's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Builts" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer, or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.31 Substantially Completed Date – A date when written notice is provided by the City to the Contractor stating that the Work is substantially completed. If, at the time of inspection, it is determined the project is substantially completed, the City will also issue a letter of Substantial Completion along with a punch list of incomplete or deficient items to be completed prior to requesting a Final Completion inspection.
- 1.32 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

SOUTH SIDE CULTURAL ART CENTER- MANUAL TRANSFER SWITCH
ITB #291

- 2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

PROJECT DESCRIPTION

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Electrical Construction and commissioning services to install a Manual Transfer Switch for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

This Project is located at the South Side Cultural Arts Center, 701 S. Andrews Ave. in the City of Fort Lauderdale. The work includes, but is not limited to, the supply, installation and commissioning of a manual transfer switch including all associated equipment, cabling, and infrastructure for complete turnkey project.

- 2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the City as Abraham Gopaul whose address is 220 SW 14th Ave. Bldg 3, Fort Lauderdale, Florida 33316, telephone number: (954) 828-6560, and e-mail address is agopaul@fortlauderdale.gov. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the City and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement: (Plans sheets [] to [] inclusive).
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice of Award and Notice to Proceed.
- 4.5 General Conditions and Special Conditions.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number _____ through _____, inclusive.
- 4.9 Bid Form and supplement Affidavits and Agreements.

- 4.10 All applicable provisions of State and Federal Law.
- 4.11 Invitation to Bid No. 291, Instructions to Bidders, and Bid Bond.
- 4.12 Contractor's response to the City's Invitation to Bid No. 291 dated _____.
- 4.13 Schedule of Completion.
- 4.14 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.15 Any additional documents that are required to be submitted under the Agreement.
- 4.16 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Approved change orders, addenda or amendments.
- b. Specifications and Drawings.
- c. Special Conditions.
- d. General Conditions.
- e. This Agreement dated _____, and any attachments.
- f. Invitation to Bid No. 291, and the specifications prepared by the City.
- g. Contractor's response to the City's Invitation to Bid No. 291, dated _____.
- h. Schedule of Values.
- i. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However,

no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that **TIME IS OF THE ESSENCE**. The Work shall commence within **THIRTY (30)** calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within **TWO HUNDRED EIGHTY (280)** calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **TWENTY (20)** Calendar days after the Substantial Completion date.

ARTICLE 6 – CONTRACT PRICE

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The Parties expressly agree that the Contract Price, which shall not exceed the amount of \$, constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to a Change Order. The Contract Price is in accordance with the line items unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change to the Contract Price.
- 6.3 The Contract Price constitutes the compensation payable to Contractor for performing the Work plus any Work done pursuant to a Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

ARTICLE 7 – PAYMENT

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by City as provided for in the General Conditions.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.

- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications, and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.
- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
 - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
 - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
 - 7.5.4 Damage to another contractor not remedied.
 - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
 - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2022), as amended or revised, provided, however, complete and error free pay application is submitted.
- 7.7 The City shall make payment to the Contractor through utilization of the City's Purchasing Card (P-Card) Program. The City has implemented a P-Card Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be made utilizing the City's P-Card. Contractor will receive payment from the purchasing card in the same manner as other credit card purchases. Accordingly, Contractor must presently have the ability to accept these credit cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.
- 7.8 Payment Card Industry (PCI) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale. Failure to produce documentation could result in termination of the contract.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted within the Contract Time as defined in this Agreement.

Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Bid Price and that the Project can be completed for the Bid Price submitted.
- 8.5 Contractor has made or caused to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.

8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution by City is acceptable to the Contractor.

8.8 Labor

8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.

8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the Contractor shall, at all times, have a certified "competent person" assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (MOT). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Agreement in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

- 8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8 a.m. and 5:00 p.m., Monday through Friday.

Unless approved by the City in advance, the Contractor will not perform work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City's Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$100.00 per hour.** The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

- 8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of bids. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.
- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for or will be required to replace or restore at no expense to the City all properties and areas not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

- 8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:
- 8.16.1 Flow of material and equipment from suppliers.
 - 8.16.2 The interrelated work with affected utility companies.
 - 8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.
 - 8.16.4 The effort of independent testing agencies.
 - 8.16.5 Notice to affected property owners as may be directed by the Project Manager.

8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-Builts) and a CD of the electronic drawings files created in AutoCad 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.18 Safety and Protection:

8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

8.18.1.1 All employees working on the project and other persons who may be affected thereby.

8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties

and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

- 8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.
- 8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an “as is” physical condition, without representation or warranty by the City of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any “contamination” on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the City from any claim, demand, or cause of action arising out of or relating to the Contractor’s use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or “contamination” on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the City. At such time, a City approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the “City”) from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys’ fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor’s use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

- 8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.
- 8.23 No Liens: If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses

at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

- 8.24 Weather Emergencies: Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available, and in the City before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

- 8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other Party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, pandemics, war, act of Governmental Authority, state of emergency, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the Parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within ninety-six (96) hours after such an occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The

Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub-recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

ARTICLE 9 – CITY’S RESPONSIBILITIES

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The City shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event and written supporting data will

be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the City's decisions on all claims, questions and determination are final.
- 9.5 Cancellation for Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 10 – BONDS AND INSURANCE

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, ("Bond"), in accordance with Section 255.05, Florida Statutes (2022), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents.
- A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.
- 10.2 Disqualification of Surety: If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the

State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, OB TLLC shall cause the OB Contractor, at its sole expense, to provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the bid to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

ARTICLE 11- WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours' advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.

11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.

11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If the Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for

additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its subcontractors, agents, suppliers, employees or laborers; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.
- 12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2022), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

13.1 Without invalidating this Agreement, the City may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a fully executed Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.

13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.

- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by City, shall be computed as follows:

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.3:
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.
- Payroll costs shall include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
- 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.
- 14.1.3 Supplemental costs including the following:
- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.

- 14.1.3.4 Royalty payments and fees for permits and licenses.
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by an approved and fully executed Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

14.3 Not Included in the Cost of the Work: The term "Cost of the Work" shall not include any of the following:

14.3.1 Payroll costs and other compensation of the Contractor's officers' executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work,

disposal of materials or equipment wrongly supplied and making good any damage to property.

14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1.

14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:

14.4.1 A mutually acceptable negotiated fee:

14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).

14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.

14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.

14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.

14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

15.1 The Contract Time may only be changed by an approved and fully executed Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

- 15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, pandemics, act of Governmental Authority, state of emergency, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.5 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Two Hundred Fifty Dollars (\$250.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors

include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City's Right to Terminate Contract: The City may terminate this Agreement upon fifteen (15) calendar days' written notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the date set forth in the Notice to Proceed, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.

- 17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.5 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.6 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.7 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's notice to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below in Section 17.5.
- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the Parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
- 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Alternatively, in the event the City does not seek stay relief, or if stay relief is denied, the City shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and mortgage. Additionally, the Contractor shall agree that the City is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the Contractor has less than five (5) years of payments remaining on the Note, the Contractor agrees that the treatment afforded to the claim of the City under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

17.4.2 Should this Agreement be entered into and fully executed by the Parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303., the Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c)(2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

17.5 Termination for Convenience: This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and accepted by the City and costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for profit for work/services which have not been performed or accepted.

- 17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.
- 18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.
- 18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLE 19 – NOTICES

19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

Abraham Gopaul
Project Manager
City of Fort Lauderdale
220 SW 14th Ave, Bldg 3,
Fort Lauderdale, Florida 33316
Telephone: (954) 828-6560
E-mail: agopaul@fortlauderdale.gov

with copies to:

City Manager
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

and

City Attorney
City of Fort Lauderdale
1 East Broward Blvd, Suite 1605
Fort Lauderdale, FL 33301-1016

To the Contractor:

Telephone: _____
E-mail: _____

ARTICLE 20 – LIMITATION OF LIABILITY

20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2022), as may be amended or

revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

- 21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the Parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.

- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain as independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

- 22.8 **Public Entity Crimes:** In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.
- 22.9 **Attorney Fees:** If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 **Public Records**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 101 NE 3rd AVE., SUITE 2100, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

22.12 Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

22.13 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the

public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

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South Side Cultural Center-Manual Transfer Switch (MTS)
(Contractor)

CITY

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
GREG CHAVARRIA
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and correctness:
THOMAS J. ANSBRO, CITY ATTORNEY

By: _____
PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

CONTRACTOR

WITNESSES:

CONTRACTOR.,
a Florida company/corporation.

By: _____

Print Name: _____

Print Name

Title: _____

ATTEST:

Print Name

By: _____

Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

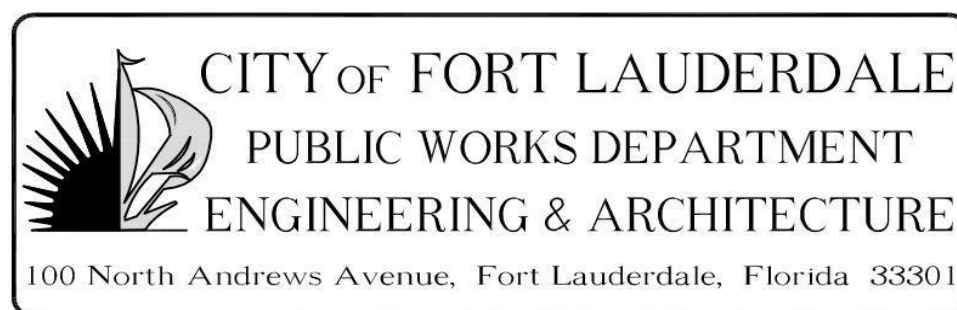
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, (NAME OF AUTHORIZED OFFICER) as _____ (TITLE OF AUTHORIZED OFFICER), for _____ (NAME OF COMPANY), a Florida _____ (TYPE OF COMPANY).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

PROJECT MANUAL
CITY OF FORT LAUDERDALE –
SOUTH SIDE CULTURAL
ARTS CENTER
MANUAL TRANSFER SWITCH



SOUTH SIDE CULTURAL ARTS CENTER
701 S Andrews Ave
FORT LAUDERDALE, FLORIDA 33316

SGM
ENGINEERING

5301 Waterford District Dr.
Suite 750
Miami, Florida 33126
(954) 421-1944
(954) 421-1924 fax
***.sgmengineering.com

March 4th, 2024

Volume 1 of 1

SECTION 26 05 00 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Electrical equipment coordination and installation.
 - 2. Sleeves for raceways and cables.
 - 3. Sleeve seals.
 - 4. Grout.
 - 5. Common electrical installation requirements.
 - 6. Commissioning requirements.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 GENERAL REQUIREMENTS

- A. Carefully examine General Conditions, other specification sections, and other drawings (in addition to DIVISION 26), in order to be fully acquainted with their effect on electrical work. Additions to the contract cost will not be allowed due to failure to inspect existing conditions.
- B. Do all work in compliance with 8th Edition Florida Building Code 2023, and the Codes adopted therein, including NFPA 70 (2020 NEC), 8th Edition Florida Fire Prevention Code and the regulations of the local power utility, cable television and telephone companies. Obtain and pay for any and all required permits, inspections, certificates of inspections and approval, and the like, and deliver such certificates to the Architect/Engineer.
- C. Cooperate and coordinate with all other trades. Perform work in such manner and at such times as not to delay work of other trades. Complete all work as soon as the condition of the structure and installations of equipment will permit. Patch, in a satisfactory manner and by the proper craft, any work damaged by electrical workmen.
- D. Furnish, perform, or otherwise provide all labor (including, but not limited to, all planning, purchasing, transporting, rigging, hoisting, storing, installing, testing, chasing, channeling, cutting, trenching, excavating and backfilling), coordination, field verification, equipment installation, support, and safety, supplies, and materials necessary for the correct installation of complete and functional electrical systems (as described or implied by these specifications and the applicable drawings).

- E. Coordinate and verify power company service requirements prior to bid. Bid to include all work required.
- F. Circuiting and connection of all items using electric power shall be included under this division of the specifications, including necessary wire, conduit, circuit protection, disconnects and accessories. Secure rough-in drawings and connection information for equipment involved to determine the exact requirements. See all divisions of drawings or specifications for electrically operated equipment. If the connection of an item is not shown on the electrical drawings and it is unclear how to provide for the circuiting and connection, notify the engineer of record in writing prior to bidding project. Submission of a bid indicates that the bidder has included these requirements as part of the scope of work.

1.5 DRAWINGS:

- A. Indicate only diagrammatically the extent, general character, and approximate location of work. Where work is indicated, but with minor details omitted, furnish and install it complete and so as to perform its intended functions.
- B. DIVISION 26 work called for under any section of the project specifications, shall be considered as included in this work unless specifically excluded by inclusion in some other branch of the work. This shall include roughing-in for connections and equipment as called for or inferred. Check all drawings and specifications for the project and shall be responsible for the installation of all DIVISION 26 work.
- C. Take finish dimensions at the job site in preference to scale dimensions. Do not scale drawings where specific details and dimensions for DIVISION 26 work are not shown on the drawings, take measurements and make layouts as required for the proper installation of the work and coordination with all drawings and coordination with all other work on the project. In case of any discrepancies between the drawings and the specifications that have not been clarified by addendum prior to bidding, it shall be assumed by the signing of the contract that the higher cost (if any difference in costs) is included in the contract price, and perform the work in accordance with the drawings or with the specifications, as determined and approved by the Architect/ Engineer, and no additional costs shall be allowed to the base contract price.
- D. Carefully check the drawings and specifications of all trades and divisions before installing any of his work. He shall in all cases consider the work of all other trades, and shall coordinate his work with them so that the best arrangements of all equipment, piping, conduit, ducts, rough-in, etc., can be obtained.
- E. Review the specific equipment (such as mechanical, plumbing, kitchen, FFE, etc) minimum circuit ampacity and maximum over current protection requirements of equipment provided by others to confirm it is properly coordinated with the devices being purchased. Notify the AE team immediately upon discovery of discrepancies. This shall be done at the submittal stage prior to purchasing over current protection or installation of conduit, wire, disconnects, breakers, etc. No cost will be allowed for changes to coordinate.
- F. Provide an external disconnect means for all mechanical equipment, electrical equipment, and appliances whether shown on drawings or not. Disconnect shall be suitable for the location in which it is intended to be utilized.
- G. Locations designated for outlets, switches, equipment, etc., are approximate and shall be verified by instruction in these specifications and/or notes on the drawings. Where instructions or notes are insufficient to convey the intent of the design, consult the Architect/Engineer prior to installation.

- H. Obtain manufacturer's data on all equipment, the dimensions of which may affect electrical work. Use this data to coordinate proper service characteristics, entry locations, etc., and to ensure minimum clearances are maintained.

1.6 QUALIFICATIONS OF CONTRACTOR:

- A. DIVISION 26 Contractor shall have had experience of at least the same size and scope as this project, on at least two other projects within the last five years in order to be qualified to bid this project.
- B. Contractor performing any part of this scope of work shall be a State Certified (Type E.C. License) electrical contractor
- C. Provide field superintendent who has had a minimum of four (4) years previous successful experience on projects of comparable size and complexity. Superintendent shall be on the site at all times during construction and must have an active Journeyman's Electrical License. There shall be no less than 1 journeyman for every 3 apprentice/laborer (non-Journeyman) on site.

1.7 SITE VISIT/CONDITIONS

- A. Visit the site of this contract and thoroughly familiarize with all existing field conditions and the proposed work as described or implied by the contract documents. During the course of his site visit, verify every aspect of the proposed work and the existing field conditions in the areas of construction which might affect his work. No compensation or reimbursement for additional expenses incurred due to failure or neglect to make a thorough investigation of the contract documents and the existing site conditions will be permitted.
- B. Install all equipment so that all Code required and Manufacturer recommended servicing clearances are maintained. Coordinate the proper arrangement and installation of all equipment within any designated space. If it is determined that a departure from the Contract Documents is necessary, submit to the A/E, for approval, detailed drawings of the proposed changes with written reasons for the changes. No changes shall be implemented without the issuance of the required drawings, clarifications, and/or change orders.
- C. Submission of a proposal will be construed as evidence that such examination has been made and later claims for labor, equipment or materials required because of difficulties encountered will not be recognized.
- D. Existing conditions and utilities indicated are taken from existing construction documents, surveys, and field investigations. Unforeseen conditions probably exist and existing conditions shown on drawings may differ from the actual existing installation with the result being that new work may not be field located exactly as shown on the drawings. Field verify dimensions of all site utilities, conduit routing, boxes, etc., prior to bidding and include any deviations in the contract. Notify A/E if deviations are found.
- E. All existing electrical is not shown. Become familiar with all existing conditions prior to bidding, and include in the bid the removal of all electrical equipment, wire, conduit, devices, fixtures, etc. that is not being reused, back to it's originating point.
- F. Locate all existing utilities and protect them from damage. Pay for repair or replacement of utilities or other property damaged by operations in conjunction with the completion of this work.

- G. Investigate site thoroughly and reroute all conduit and wiring in area of construction in order to maintain continuity of existing circuitry. Existing conduits indicated in Contract Documents indicate approximate locations. Verify and coordinate existing site conduits and pipes prior to any excavation on site. Bids shall include hand digging and all required rerouting in areas of existing conduits or pipes.
- H. Work is in connection with existing buildings which must remain in operation while work is being performed. Work shall be in accord with the schedule required by the Contract. Schedule work for a minimum outage to Owner. Notify Owner 72 hours in advance of any shut-down of existing systems. Perform work during non-operational hours unless otherwise accepted by Owner. Protect existing buildings and equipment during construction.

1.8 COMMISSIONING RESPONSIBILITIES

- A. Attend commissioning meetings scheduled by the CM.
- B. Schedule work so that required electrical installations are completed, and system verification checks and functional performance test can be carried out on schedule.
- C. Inspect, check and confirm in writing the proper installation and performance of all electrical services as required by the system verification and functional performance testing requirements of electrical equipment in the commissioning specifications.
- D. Provide qualified personnel to assist and operate electrical system during system verification checks and functional performance testing of HVAC systems as required by the commissioning specifications.
- E. Provide instruction and demonstrations for the Owner's designated operating staff in accordance with the requirements of the commissioning specifications.

1.9 TEMPORARY POWER:

- A. Provide temporary power distribution for the connection of all single phase 120V 20A tools, OSHA work lighting, and testing as required for performance of the project. Provide OSHA required work lighting and task lighting for the project.
- B. Coordinate requirements with the local Utility Company for availability of adequate power. Include all cost associated with any Utility Company charges for connection or upgrades in this bid price.
- C. If power to any of the existing facilities will be interrupted, coordinate the outage with the Owner at least 72 hours in advance. All power outages will occur outside operational hours as determined by the Owner.
- D. Provide temporary power to any buildings, parking lot lighting, canopy lighting, lift stations, etc that will have power removed during the course of construction temporarily. Additionally, if any new buildings, parking lots, lift stations, etc will need power until the permanent power becomes available, provide temporary power until the permanent power is available.
- E. Provide temporary lighting for all areas that will require lighting for Owner's use as well as construction use during the course of construction. Temporary lighting must comply with all FBC requirements as though it was being installed for permanent use. This includes but is not limited to any temporary canopies, parking lots, walkways or roads. If you are unsure of how to

connect or provide this lighting, notify the engineer of record in writing prior to bidding project. Submission of a bid indicates that the bidder has included these requirements as part of the scope of work.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Material substitutions will not be accepted unless in accordance with the Owners procedure for substitution request.
- B. Must have Owners approval and the approval of the Engineer of Record prior to purchase.
- C. No delays to the project are valid due to requesting substitutions will be permitted.
- D. Request must have valid reason for not supplying the specified products to be considered.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Engineer shall have no responsibility for job site safety and the Contractor shall have full and sole authority for all safety programs and precautions in connection with the Work. Nothing herein shall be interpreted to confer upon the Engineer any duty regarding safety or the prevention of accidents at the jobsite.
- B. Comply with NECA 1.
- C. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- D. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- E. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- F. Right of Way: Give to piping systems installed at a required slope.
- G. All work shall be executed in a workmanship manner and shall present a neat mechanical appearance upon completion.
- H. Care shall be exercised that all items are plumb, straight, level.
- I. Care shall be exercised so that Code clearance is allowed for all panels, controls. etc., requiring it. Do not allow other trades to infringe on this clearance.
- J. Balance load as equally as practicable on all feeders, circuits and panel buses.

- K. The electrical circuits, components and controls for all equipment are selected and sized based on the equipment specified. If substitutions are proposed, furnish all materials and data required to prove equivalence. No additional charges shall be allowed if additional materials, labor, connections or equipment are needed for substituted products.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Where work pierces waterproofing, it shall maintain the integrity of the waterproofing. Coordinate roofing materials which pierce roof for compatibility with membrane or other roof types.
- D. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- F. Cut sleeves to length for mounting flush with both surfaces of walls.
- G. Extend sleeves installed in floors **2 inches** above finished floor level.
- H. Size pipe sleeves to provide **1/4-inch** annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- I. Seal space outside of sleeves with grout for penetrations of concrete and masonry
- J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07 Section "Joint Sealants."
- K. Fire-Rated-Assembly Penetrations: Firestop penetrations of walls, partitions, ceilings, and floors under Division 07 Section "Firestopping."

3.3 DEMOLITION

- A. Unless otherwise specified, all equipment and materials shall remain the property of the Owner. Owner shall have first rights to all demolished items if they decide it is usable. This selected property of Owner shall be delivered to a location where directed by Owner within 15 miles of site and all other items shall be removed from the job site and legally disposed of by the Contractor.
- B. Cut no structural members without written approval from the structural engineer of record and Owner.

END OF SECTION 26 05 00

COMMON WORK RESULTS FOR ELECTRICAL 26 05 00 - 6

SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.
 - 3. Sleeves and sleeve seals for cables.
- B. Related Sections include the following:
 - 1. Division 27 Section "Data Communications Integration" for cabling used for voice and data circuits.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Provide type and UL listing of each type of conductor, cable, connector and termination to be utilized for the DIVISION 26 scope of work.
- B. Field quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Listing and Labeling: Provide wires and cables specified in this Section that are listed and labeled as defined in NFPA 70, Article 100.
- B. Comply with NFPA 70.

1.6 COORDINATION

- A. Coordinate layout and installation of cables with other installations.
- B. Revise locations and elevations from those indicated, as required to suit field conditions and as approved by Architect.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following (Metal Clad cable is not allowed):
1. Alcan Products Corporation; Alcan Cable Division.
 2. American Insulated Wire Corp.; a Leviton Company.
 3. General Cable Corporation.
 4. Senator Wire & Cable Company.
 5. Southwire Company.
- B. BUILDING WIRES AND CABLES
1. CONDUCTOR INSULATION
 - a. Comply with NEMA WC 70 for Types THHN-THWN
 - b. Service Entrance: Type THHN-THWN CU or XHHW-2 Al, single conductors in raceway.
 - c. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-THWN, single conductors in raceway.
 - d. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.
 - e. Feeders Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway.
 - f. Exposed Branch Circuits, Including in Crawlspace: Type THHN-THWN, single conductors in raceway.
 - g. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway or Metal-clad cable, Type MC (MC may only be utilized in certain specific installations as described elsewhere in this section).
 - h. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway. Minimum #12.
 - i. Branch Circuits Installed below Raised Flooring: Type THHN-THWN, single conductors in raceway. Minimum #12.
 - j. Class 1 Control Circuits: Type THHN-THWN, in raceway.
 - k. Class 2 Control Circuits: Type THHN-THWN, in raceway.
 2. Conductor Material:
 - a. Copper Conductors: Comply with NEMA WC 70.
 - b. All #10 and smaller conductors shall be solid CU. No stranded conductors are permitted for #10 and smaller.
 - c. Aluminum conductors are not allowed.

2.2 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. AFC Cable Systems, Inc.
 2. AMP Incorporated
 3. Anderson
 4. O-Z/Gedney; EGS Electrical Group LLC.
 5. 3M; Electrical Products Division.
 6. Burndy
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
- a.

PART 3 - EXECUTION

3.1 INSTALLATION OF CONDUCTORS AND CABLES IN RACEWAY

- A. No cables shall be installed in raceways until the raceway system is complete from end to end.
- B. Examine raceways and building finishes to confirm compliance with contract requirements for installation tolerances and other conditions affecting installation of wires and cables. Do not proceed with installation until area is ready and any unsatisfactory conditions have been corrected.
- C. Verify that interior of building has been protected from weather.
- D. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- E. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- F. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."
- G. All branch circuit wire shall be sized for a maximum voltage drop of 3%. The contractor shall size all cables to comply with this requirement. Below are some guidelines that may be followed to achieve the correct voltage drop in lieu of providing custom calculations for each case.
 - 1. Use conductor not smaller than #12 AWG for all 120V 20A branch circuits less than 60' in length from the source breaker to any device.
 - 2. All 120V branch circuit conductors where the length is 61' to 120' from the source breaker to any device shall utilize #10 minimum throughout the circuit, unless otherwise noted.
 - 3. All 120V branch circuit conductors where the length is 121' to 240' from the source breaker to any device shall utilize # 8 minimum throughout the circuit, unless otherwise noted.
 - 4. All 120V branch circuit conductors where the length is greater than 241' from the source breaker to any device shall utilize # 6 minimum throughout the circuit, unless otherwise noted.
 - 5. Use conductor not smaller than #12 AWG for all 277V 20A branch circuits less than 140' in length from the source breaker to any device.
 - 6. All 277V branch circuit conductors where the length is 141' to 220' from the source breaker to any device shall utilize #10 minimum throughout the circuit, unless otherwise noted.
 - 7. All 277V branch circuit conductors where the length is 221' to 340' from the source breaker to any device shall utilize # 8 minimum throughout the circuit, unless otherwise noted.
 - 8. All 277V 20A branch circuit conductors where the length is greater than 341' from the source breaker to any device shall utilize # 6 minimum throughout the circuit, unless otherwise noted.
- H. Provide a dedicated neutral conductor for all dimmer circuits from the load back to the dimmer module or switch.
- I. Provide a dedicated neutral conductor for all computer receptacle circuits from the load back to the branch circuit panel board.

- J. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- K. Conductor sizes indicated on circuit homeruns or in schedules shall be installed over the entire length of the circuit unless noted otherwise on the drawings or in these specifications.
- L. Before installing raceways and pulling wire to any mechanical equipment, verify electrical characteristics with final submittal on equipment to assure proper number and AWG of conductors. (As for multiple speed motors, different motor starter arrangements, etc.).
- M. Coordinate all wire sizes with lug sizes on equipment, devices, etc. Provide/install lugs as required to match wire size.
- N.

3.2 CONNECTIONS

- A. Where oversized conductors are called for (due to voltage drop, etc.) provide/install lugs as required to match conductors, or provide/install splice box, and splice to reduce conductor size to match lug size.
- B. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- C. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- D. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.
- E. Power conductors shall be continuous and unspliced where located within conduit. Splices shall occur within troughs, wireways, outlet boxes, or equipment enclosures where sufficient additional room is provided for all splices. No splices shall be made in in-ground pull boxes (without written acceptance of engineer).
- F. Splices in power outlet boxes, wireway, and troughs shall be kept to a minimum, pull conductors through to equipment, terminal cabinets, and devices.
- G. No splices shall be made in junction box, and outlet boxes (wire No. 8 and larger) without written acceptance of Engineer.
- H. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B. A calibrated torque wrench shall be used for all bolt tightening.
- I. All interior power and lighting taps and splices in No. 8 or smaller shall be fastened together by means of "spring type" connectors. All taps and splices in wire larger than No. 8 shall be made with compression type connectors and taped to provide insulation equal to wire. Utilize weatherproof connectors for all splices in exterior boxes.
- J. No splices or wire taps are permitted in electrical equipment such as distribution boards, panelboards, transformers, starters, disconnects, etc. without prior approval from Owner.
- K. No splices are permitted in exterior below grade handhole or pull boxes.

3.3 FIELD QUALITY CONTROL

- A. After feeders are in place, but before being connected to devices and equipment, test for shorts, opens, and for intentional and unintentional grounds.
- B. Cables 600 volts or less in size #1/0 and larger shall be meggered using an industry approved “megger” with 1000 V internal generating voltage. Readings shall be recorded and submitted to the Engineer for acceptance prior to energizing same. If values are less than recommended NETA values notify Engineer. Submit five copies of tabulated megger test values for all cables.
- C. Cables 250 volts or less in size #1/0 and larger shall be meggered using an industry approved “megger” with 500 V internal generating voltage. Readings shall be recorded and submitted to the Engineer, for acceptance prior to energizing same. Submit five copies of tabulated megger test values for all cables.
- D. Perform Insulation resistance test and turns ratio test. Submit five copies to engineer at substantial completion.
- E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 26 05 19

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SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes methods and materials for grounding systems, equipment and common ground bonding with lightning protection system.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Field quality-control test reports.

1.4 QUALITY ASSURANCE

- A. Comply with UL 467 for grounding and bonding materials and equipment.
- B. Test all ground rod locations as described to confirm quality standard intent is attained.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

- C. Grounding Bus: Rectangular bars of annealed copper, 1/4 by 4 inches in cross section, unless otherwise indicated; with insulators.

2.2 CONNECTORS

- A. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts.
 - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Lugs: Compression of substantial construction, cast copper or cast bronze, with "ground" (micro-flat) surfaces, compression type, two-hole tongue, equal to Burndy or equal by T&B or OZ Gedney. Lightweight and "competitive" devices shall be rejected.
- E. Grounding and Bonding Bushings: Malleable iron, Thomas and Betts (T&B), or equal.
- F. Grounding Screw and Pigtail: Raco No. 983 or equal.
- G. Building Structural Steel, Existing: Thompson 701 Series heavy duty bronze "C" clamp with two-bolt vise-grip cable clamp or equal.

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel, sectional type; 5/8-inch diameter by 10 feet long. Assembled together for minimum 30' overall length.

2.4 GROUNDING WELL COMPONENTS

- A. All Areas:
 - 1. Well: Minimum 12 inch long by 12 inch wide by 18 inches deep with open bottom.
 - 2. Well Cover: Traffic rated for use with "GROUND" embossed on cover.
 - 3. Material: Composolite.
 - 4. Manufacturer: Quazite.
 - 5. Increase depth, diameter or size as required to provide proper access at installed location.

2.5 GROUNDING BARS/GROUND BUS (INCLUDING 'SYSTEMS' GROUND BUS/BARS AND GROUND BUS BARS)

- A. Ground bars shall be copper of the size and description as shown on the drawings. If not sized on drawings, bus bar shall be minimum 1/4" x 4" bus grade copper, spaced from wall on insulating 2" polyester molded insulator standoff/supports, and be 12" or greater minimum overall length, allowing 2" length per lug connected thereto. Increase overall length as required to facilitate all lugs required while maintaining 2" spacing. Size of bus bar used in main electrical room shall be similar except minimum of 4" high and 24" long.
- B. Provide bolt-tapping lug with two hex head mounting bolts for each terminating ground conductor, sized to match conductors. Mount on bus bar at 2 inches on center spacing. Lugs to be manufactured by Burndy or T&B.
- C. Standoff supports to be 2" polyester as manufactured by Glastic #2015-4C.

PART 3 - EXECUTION

3.1 GROUNDING ELECTRODES

- A. All connections shall be exothermic welded unless otherwise noted herein. All connections above grade and in accessible locations may be by exothermic welding or by braising or clamping with devices UL listed as suitable for use except in locations where exothermic welding is specifically specified in these specifications or called for on drawings.
- B. Each rod shall be die stamped with identification of manufacturer and rod length.
- C. Install rod electrodes at locations indicated and/or as called for in these specifications.
- D. Ground Resistance:
 - 1. Main Electrical Service (to each building) and Generator Locations:
 - a. Grounding resistance measured at each main service electrode system and at each generator electrode system shall not exceed 5 ohms.
 - 2. Other Locations:
 - a. Resistance to ground of all non-current carrying metal parts shall not exceed 5 ohms measured at motors, panels, busses, cabinets, equipment racks, light poles, transformers, and other equipment.
 - 3. Lightning Protection system ground locations shall not exceed 5 ohms for the Franklin system measured at ground electrode.
 - 4. Resistance called for above shall be maximum resistance of each ground electrode prior to connection to grounding electrode conductor. Where ground electrode system being measured consists of two (2) or more ground rod electrodes then the resistance specified above shall be the maximum resistance with two (2) or more rods connected together but not connected to the grounding electrode conductor.
- E. Install additional rod electrodes as required to achieve specified resistance to ground (specified ground resistance is for each ground rod location prior to connection to ground electrode conductor). Depending on soil condition, etc. of ground rod locations it has been found that the

ground rod lengths required to achieve the specified resistance may range from the minimum specified length to up to 80 feet or more in length.

- F. Verify that final backfill and compaction has been completed before driving rod electrodes.
- G. Install ground rods not less than 1 foot below grade level and not less than 2 feet from structure foundation.

3.2 EQUIPMENT GROUNDING CONDUCTOR

- A. Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
- B. Provide green insulated ground wire for all grounding type receptacles and for equipment of all voltages. In addition to grounding strap connection to metallic outlet boxes, a supplemental grounding wire and screw equal to Raco No. 983 shall be provided to connect receptacle ground terminal to the box.
- C. All plugstrips and metallic surface raceway shall contain a green insulation ground conductor from supply panel ground bus connected to grounding screw on each receptacle in strip and to strip channel. Conductor shall be continuous.
- D. All motors, all heating coil assemblies, and all building equipment requiring flexible connections shall have a green grounding conductor properly connected to the frames and extending continuously inside conduit with circuit conductors to the supply source bus with accepted connectors regardless of conduit size or type. This shall include Food Service equipment, Laundry equipment, and all other "Equipment By Owner" to which an electric conduit is provided under this Division.

3.3 MAIN ELECTRICAL SERVICE

- A. Existing Buildings:
 - 1. Verify that each building's electrical service is properly grounded as required by the NEC.
 - 2. Provide and install electrical service grounding at each building as called for herein for all existing services that do not comply with the grounding specified above.
 - 3. Supplement existing electrical service grounding at each building as required to comply with all requirements in these specifications.
 - 4. If exterior ground rod electrode does not exist at each buildings main electrical service, provide and install these ground rods as called for main electrical service, exterior of building. Connect all counterpoise conductors required elsewhere thereto.
- B. Ground electrodes shall be provided for the main service in sufficient number and configuration to secure resistance specified.
- C. Bond to all of the following when available on site:
 - 1. Ground Rods
 - 2. Metal Water Pipe (Interior and Exterior to Building)

3. Building Metal Frame, Structural Steel and/or Reinforced Structural Concrete
 4. All Piping Entering or Leaving All Buildings (Including Chilled Water Piping)
 5. Encasing Electrodes
 6. Ground Ring
 7. Site Distribution Counterpoise Ground System
 8. Lightning Protection System
- D. A main ground, bare copper conductor, sized per applicable table in NEC, but in no case less than #2/0, shall be run in conduit from the main switchgear of each building to the building steel in respective building. This ground conductor shall also be run individually from the main switchgear and be bonded to the main water service ahead of any union in pipe and must be metal pipe of length as acceptable by authorities having jurisdiction. Provide properly sized bonding shunt around water meter and/or dielectric unions in the water pipe. Also required is the same size ground wire to ground rod electrode as called for below:
1. Three 30 ft. ground rods in a delta configuration at no less than 30 ft. spacing driven to a minimum depth of 30 ft. plus 1 below grade.
 2. Bond ground rod electrodes together with a bare copper ground conductor that matches size required by applicable table in NEC 250, but in no case less than #2/0.
 3. Provide additional rod electrodes as required to achieve specified ground resistance.
- E. Ground/bond neutral per NEC.
- F. Bond grounding electrodes to site counterpoise grounding system and lightning protection system where provided.
- G. Provide and install ground bus bar on wall near main service disconnect/switchboard. Connect to ground bar in disconnect/switchboard bonded to switchboard/disconnect enclosure/neutral with copper grounding conductor sized per applicable table in NEC.
- 3.4 EXTERIOR GRADE (OR FREE STANDING ABOVE GROUND) MOUNTED EQUIPMENT
- A. General:
1. All equipment (including chillers, pumps, disconnects, starters, control panels, panels, etc) mounted exterior to building shall have their enclosures grounded directly to a grounding electrode at the equipment location in addition to the building equipment ground connection.
 2. Bond each equipment enclosure, metal rack support, mounting channels, etc. to ground electrode system at each rack with an insulated copper ground conductor sized to match the grounding electrode conductor required by applicable table in NEC based on equipment feeder size, but in no case shall conductor be smaller than #6 copper or larger than #2 copper. This connection is in addition to grounding electrode connections required for services.
- B. Main electrical service rack mounted equipment.

1. Ground per "MAIN ELECTRICAL SERVICE".
 2. Bond all metal parts as noted above.
- C. Electrical sub service rack mounted equipment.
1. Ground per "MAIN ELECTRICAL SERVICE", except do not bond neutral to ground.
 2. Bond all metal parts as noted above.
- D. Electrical equipment connection rack mounted equipment.
1. Bond all metal parts as noted above.
- E. Grounding electrodes (ground electrodes system) shall be:
1. Located at each rack location.
 2. For service equipment: Ground electrode required per "MAIN ELECTRICAL SERVICE".
 3. For equipment connection equipment: Two or more 30 ft. ground rods at no less than 30 ft. spacing, driven vertical to a minimum depth of 1 ft below grade. Bond the two or more ground rods together with a size to meet applicable table in NEC , but no less than a #2 copper ground conductor. Provide additional rod electrodes as required to achieve specified ground resistance.

3.5 PULLBOX, MANHOLE, HANDHOLE GROUNDING.

- A. One 30 ft. ground rod electrode shall be driven vertically to a minimum depth of 30 ft. plus 1 ft. below grade in each manhole, handhole or pullbox (in ground).
- B. Bond to counterpoise system (whenever counterpoise system is provided.)
- C. Bond grounding electrode to all exposed metal parts of manhole, handhole, and pullbox (including metal cover) with #6 copper ground conductor. Connect to ground rod electrode with exothermic weld. Connect to metal cover with exothermic weld. Connect to other metal parts with exothermic weld or UL accepted grounding clamp. Provide 3 ft. or more slack ground cable on cover connection as required to facilitate removal of cover.

3.6 MISCELLANEOUS GROUNDING CONNECTIONS

- A. Provide bonding to meet regulatory requirements.
- B. Required connections to building steel shall be with UL accepted non-reversible crimp type ground lugs exothermically welded to bus bar that is either exothermically welded to steel or bolted to steel in locations where weld will not affect the structural properties of the steel. Required connections to existing building structural steel purlins/I beams shall be with heavy duty bronze "C" clamp with two bolt vise-grip cable clamp.
- C. Grounding conductors shall: be so installed as to permit shortest and most direct path from equipment to ground; be installed in conduit; be bonded to conduit at both ends when conduit is metal; have connections accessible for inspection; and made with accepted solderless connectors brazed (or bolted) to the equipment or to be grounded; in NO case be a current

carrying conductor; have a green jacket unless it is bare copper; be run in conduit with power and branch circuit conductors. The main grounding electrode conductor shall be exothermically welded to ground rods, water pipe, and building steel.

- D. All surfaces to which grounding connections are made shall be thoroughly cleaned to maximum conductive condition immediately before connections are made thereto. Metal rustproofing shall be removed at grounding contact surfaces, for 0 ohms by digital Vm. Exposed bare metal at the termination point shall be painted.
 - E. All ground connections that are buried or in otherwise inaccessible locations, shall be welded exothermically. The weld shall provide a connection which shall not corrode or loosen and which shall be equal or larger in size than the conductors joined together. The connection shall have the same current carrying capacity as the largest conductor.
 - F. Install ground bushings on all metal conduits entering enclosures where the continuity of grounding is broken between the conduit and enclosure (i.e. metal conduit stub-up into a motor control center enclosure or at ground bus bar). Provide an appropriately sized bond jumper from the ground bushing to the respective equipment ground bus or ground bus bar.
 - G. Install ground bushings on all metal conduits where the continuity of grounding is broken between the conduit and the electrical distribution system (i.e. metal conduit stub-up from wall outlet box to ceiling space. Provide an appropriately sized bond jumper from the ground bushing to the respective equipment ground bus or ground bus bar.
 - H. Each feeder metallic conduit shall be bonded at all discontinuities, including at switchboards and all subdistribution and branch circuit panels with conductors in accordance with applicable table in NEC 250 for parallel return with respective interior grounding conductor.
 - I. Grounding provisions shall include double locknuts on all heavywall conduits.
 - J. Bond all metal parts of pole light fixtures to ground rod at base.
 - K. Install grounding bus in all existing panelboards of remodeled areas, for connection of new grounding conductors, connected to an accepted ground point.
 - L. Bond together reinforcing steel and metal accessories in pool and fountain structures.
 - M. Where reinforced concrete is utilized for building grounding system, proper reinforced bonding shall be provided to secure low resistance to earth with "thermite" type devices, and #10AWG wire ties shall be provided to not less than ten (10) full length rebars which contact the connected rebar .
- 3.7 GROUNDING BAR/GROUND BUS (INCLUDING 'SYSTEMS' GROUND BUS/BAR ON GROUND BUS/BAR) INSTALLATION
- A. Where indicated on the drawings, provide and install grounding bar/ground bus (bus bar). These bus installations are intended to provide a low-impedance "earthing" path for surge voltages, which are electrically "clamped" and shunted to earth by variable-impedance surge protective devices. Metal sheaths of underground cables are also to be grounded thereto at points of building entrance.
 - B. Mount bolt tapping lugs with hex head bolts to bus bar at 2" o.c. spacing, one for each ground conductor.

- C. Mount bus bar to wall using 2" polyester molded insulator stand-off.
- D. Extend a #2/0 (minimum size) or larger THWN insulated copper ground conductor (if larger size is called for on drawings or required by N.E.C. for service ground, etc.) in PVC conduit to accepted service ground installation or ground bus/bar in main service equipment enclosure.
- E. Extend #6 insulated copper ground wire from respective bus/bar to each 'local' ground bus/bar in each cabinet for Section 27 systems.
- F. 'SYSTEMS' grounding bus/bar must be connected with #2/0 insulated copper conductor to grounding electrodes system as defined in NEC "Article 800.

3.8 TESTING AND REPORTS

- A. Ground resistance measurements shall be made on each system utilized in the project. The ground resistance measurements shall include building structural steel, driven grounding system, water pipe grounding system and other accepted systems as may be applicable. Ground resistance measurements shall be made in normally dry weather, not less than 24 hours after rainfall, and with the ground under test isolated from other grounds and equipment. Resistances measured shall not exceed specified limits.
- B. Test existing building ground electrode system to confirm compliance with these specifications (5 ohm to ground). Notify the engineer in writing if the existing ground electrode does not comply with the requirements.
- C. Upon completion of testing, the testing conditions and results shall be certified and submitted to the Architect/Engineer.

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END OF SECTION 26 05 26

SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
- B. Related Sections include the following:
 - 1. Division 26 Section "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. ENT: Electrical nonmetallic tubing.
- C. EPDM: Ethylene-propylene-diene terpolymer rubber.
- D. FMC: Flexible metal conduit.
- E. LFMC: Liquidtight flexible metal conduit.
- F. LFNC: Liquidtight flexible nonmetallic conduit.
- G. NBR: Acrylonitrile-butadiene rubber.
- H. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Custom enclosures and cabinets.
 - 2. For handholes and boxes for underground wiring, including the following:
 - a. Duct entry provisions, including locations and duct sizes.
 - b. Frame and cover design.
 - c. Grounding details.
 - d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
 - e. Joint details.

- C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Structural members in the paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in the paths of conduit groups with common supports.

1.5 REFERENCES

- A. ANSI C80.1 - Rigid Steel Conduit - Zinc Coated
- B. ANSI C80.3 - Electrical Metallic Tubing - Zinc Coated
- C. ANSI C80.5 - Aluminum Rigid Conduit (ARC)
- D. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing and Cable
- E. ANSI/NEMA OS 1 - Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- F. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- G. ANSI/NFPA 70 - National Electrical Code
- H. NECA Standard Practices for Good Workmanship in Electrical Contracting
- I. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit.
- J. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit (EPC 40, EPC 80)
- K. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. Minimum Trade Size
 - 1. All Conduit (except switch legs) - 3/4" c.
 - 2. Switch legs - 1/2" c.
- B. RIGID METALLIC CONDUIT
 - 1. Comply with:
 - a. ANSI C80.1
 - b. UL Spec - No. 6

- c. NEC 344
2. Conduit material:
 - a. Zinc coated or hot dipped galvanized steel.
3. Fittings:
 - a. Threaded.
 - b. Insulated bushings shall be used on all rigid steel conduits terminating in panels, boxes, wire gutters, or cabinets, and shall be impact resistant plastic molded in an irregular shape at the top to provide smooth insulating surface at top and inner edge. Material in these bushings must not melt or support flame.
 - c. Zinc plated or hot dipped galvanized malleable iron or steel.
4. Conduit Bodies:
 - a. Comply with ANSI/NEMA FB 1.
 - b. Threaded hubs.
 - c. Zinc plated or hot-dipped galvanized malleable iron.

C. RIGID ALUMINUM CONDUIT

1. Comply with:
 - a. ANSI C80.5
 - b. UL 6
 - c. NEC 344
2. Conduit material: Aluminum.
3. Fittings:
 - a. Threaded.
 - b. Aluminum.
 - c. Insulated bushings on terminations.
4. Conduit bodies:
 - a. Comply with ANSI/NEMA FB 1.
 - b. Threaded hubs.
 - c. Aluminum.

D. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.

1. Comply with:
 - a. UL 6
 - b. ANSI C80.1
 - c. NEC. 344
 - d. NEMA RN1
2. Conduit material: Hot-dipped galvanized rigid steel with external PVC coating, 20 mil. thick.
3. Fittings:
 - a. Threaded.
 - b. Insulated bushings on terminations.
 - c. Zinc plated or hot-dipped galvanized malleable iron or steel with external PVC coating, 20 mil. thick.
4. Conduit bodies:
 - a. Comply with:
 - b. ANSI/NEMA FB 1
 - c. Threaded hubs
 - d. Zinc plated or hot-dipped galvanized malleable iron with external PVC coating 20 mil thick.

E. EMT: ANSI C80.3.

1. Comply with:
 - a. UL 797
 - b. ANSI C80.3
 - c. NEC 358
 - d. ANSI/UL797

2. Conduit material: Galvanized steel tubing.
 3. Fittings:
 - a. ANSI/NEMA FB 1
 - b. Compression, Steel for all locations
- F. FMC: Zinc-coated steel or aluminum.
1. Comply with:
 - a. NEC 348
 - b. ANSI/UL 1
 2. Conduit material: Steel or aluminum, interlocked.
 3. Fittings:
 - a. ANSI/NEMA FB 1
 - b. ANSI/UL 514B
 - c. Die Cast
 - d. Threaded rigid conduit to flexible conduit coupling.
 - e. Direct flexible conduit bearing set screw type not acceptable.
- G. LFMC: Flexible steel conduit with PVC jacket.
1. Comply with:
 - a. NEC 350
 - b. ANSI/UL 360
 2. Conduit material:
 - a. Flexible hot-dipped galvanized steel core, interlocked.
 - b. Continuous copper ground built into core up to 1-1/4" size.
 - c. Extruded polyvinyl gray jacket.
 3. Fittings:
 - a. Threaded for rigid conduit connections.
 - b. Accepted for hazardous locations where so installed.
 - c. Provide sealing washer in wet/damp locations.
 - d. Compression type.
 - e. ANSI/NEMA FB 1.
 - f. ANSI/UL 5148.
 - g. Zinc plated malleable iron or steel.

2.2 NONMETALLIC CONDUIT AND TUBING

- A. Minimum Trade Size – 3/4"
- B. RNC: NEMA TC 2, Schedule-40-PVC, unless otherwise indicated.
1. Comply with:
 - a. NEMA TC-2
 - b. UL 651
 - c. NEC 352
 2. Conduit material:
 - a. Shall be high impact PVC - tensile strength 55 PSI, flexural strength 11000 PSI.
 3. Fittings:
 - a. Comply with: NEMA TC-3 and UL 514.

2.3 EXPANSION FITTINGS

- A. Expansion fittings shall be:
1. UL Listed, hot dipped galvanized inside and outside providing a 4" expansion chamber - when used with rigid conduit and electrical metallic conduit, or:

2. Be polyvinyl chloride and shall meet the requirements of and as specified elsewhere for non-metallic conduit and shall provide a 6" expansion chamber.
3. Hot dipped galvanized expansion fitting shall be provided with an external braided grounding and bonding jumper with accepted clamps, UL Listed for the application.
4. Expansion fitting, UL Listed for the application and in compliance with the National Electrical Code without the necessity of an external bonding jumper may be considered. Submit fitting with manufacturer's data and UL Listing for acceptance prior to installation.

2.4 METAL WIREWAYS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Cooper B-Line, Inc.
 2. Hoffman.
 3. Square D; Schneider Electric.
- B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1, unless otherwise indicated.
- C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Hinged type.
- E. Finish: Manufacturer's standard enamel finish.

2.5 SURFACE RACEWAYS

- A. Surface Metal Raceways: Galvanized steel with snap-on covers. Manufacturer's standard enamel finish in color selected by Architect.
 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Thomas & Betts Corporation.
 - b. Walker Systems, Inc.; Wiremold Company (The).
 - c. Wiremold Company (The); Electrical Sales Division.
 - d. Mono-Systems, Inc.

2.6 BOXES, ENCLOSURES, AND CABINETS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 2. EGS/Appleton Electric.
 3. Erickson Electrical Equipment Company.
 4. Hoffman.
 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 6. O-Z/Gedney; a unit of General Signal.
 7. RACO; a Hubbell Company.
 8. Robroy Industries, Inc.; Enclosure Division.
 9. Scott Fetzer Co.; Adalet Division.

10. Spring City Electrical Manufacturing Company.
 11. Thomas & Betts Corporation.
 12. Walker Systems, Inc.; Wiremold Company (The).
 13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.
- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch (13 mm) male fixture studs where required.
 2. Concrete Ceiling Boxes: Concrete type.
 3. Interior flush outlet boxes shall be one piece drawn galvanized steel constructed with stamped knockouts in back and sides, and threaded holes with screws for securing box coverplates or wiring devices.
 4. Ceiling outlet boxes shall be 4" octagonal or 4" square X 1 1/2" deep or larger as required for number and size of conductors and arrangement, size and number of conduits terminating at them.
 5. Switch, wall receptacle, telephone and other recessed wall outlet boxes in drywall shall be a minimum of 4" square X 1 1/2" deep. For recessing in exposed masonry, provide one piece drawn 4" square x 1 1/2" deep wall boxes with appropriate 4" square cut tile wall covers. For recessing in furred-out block walls, provide 4" square box with required extension for block depth and required extension for drywall depth.
 6. Boxes shall be of such form and dimensions as to be adapted to the specific use and location, type of device or fixtures to be used, and number and size of conductors and arrangement, size and number of conduits connecting thereto.
 7. Handy boxes shall not be used for any purpose.
 8. Where a box is used as the sole support for a ceiling paddle fan, the box must be listed for this purpose and the weight of the fan.
- C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover.
1. Interior surface outlet boxes and conduit bodies installed from 0" AFF to 90" AFF (including fire alarm device backbox) shall be the heavy cast aluminum or iron with external threaded hubs for power devices and threaded parts for low voltage devices. Trim rings shall also be of one-piece construction.
 2. Weatherproof outlet boxes shall be constructed of corrosion-resistant cast iron suited to each application and having threaded conduit hubs, cast metal faceplate with spring-hinged waterproof cap suitable configured, gasket, and corrosion-proof fasteners.
 3. Freestanding malleable iron cast boxes are to be type FSX (with flange). Cast aluminum/zinc boxes are not acceptable (Bell Boxes).
- D. Floor Boxes:
1. For all slab on grade areas except wet locations and wooden floors: Cast iron or steel with epoxy paint, fully adjustable before and after the concrete pour. The cover shall provide protection from water, dirt and debris. The cover will be flanged die cast aluminum with brushed aluminum finish that will accept carpet or tile cutouts to match flooring. The box shall be capable of adapting to most power and communications needs. Provide all activations, barriers and brackets required for the particular installation. Design Selection is Wiremold RFB 4 (based on required outlets) or equal.
 2. Wood Floors: Cast iron or steel fully adjustable, rectangular, multi-gang box. The cover shall provide protection from water, dirt and debris. The cover will be brass flip lids with appropriate multi gang ring to set flush with wood flooring. The box shall be capable of adapting to most power and communications needs.
 3. Poke Thru's for all floor boxes in elevated slabs: Flush style round poke thru with combination power (2 duplex) and data (6 Cat6 outlets). Poke Thru shall be UL scrub water exclusion for tile and carpeted floors. Poke thru shall be maintains UL fire rated for up to 2 hour rated floors. Poke thru shall meet FBC and ADA accessibility guidelines.
- E. Sheet Metal Pull and Junction Boxes: NEMA OS 1.

1. Pull and junction boxes (not in-ground type) larger than 25 square inches shall be hinged cover type with flush latches operated with screwdriver.
2. Large Pull Boxes: Boxes larger than 400 cubic inches in volume or 20 inches in any dimension:
 - a. Use continuous hinged enclosures with locking handle.
3. Exterior, damp location and wet location pull and junction boxes shall be Nema 4x stainless steel.

F. Cabinets (Control and Systems):

1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Metal barriers to separate wiring of different systems and voltage.
4. Accessory feet where required for freestanding equipment.

2.7 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

A. Description: Concrete ring with Nema 6P box inside (All Areas)

1. Color of Frame and Cover: Gray.
2. Configuration: Concrete ring shall be designed for flush burial and have open bottom, unless otherwise indicated.
3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural traffic load rating consistent with enclosure.
4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
5. Cover Legend: Molded lettering, "ELECTRIC.", "TELEPHONE." or as indicated for each service.
6. Nema 6P box rated for direct burial enclosure shall be located inside the concrete ring for termination of conduits.
7. Handholes 36 inches wide by 36 inches long and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.

PART 3 - EXECUTION

3.1 RACEWAY LOCATION INSTALLATION REQUIREMENTS

A. Underground Installations:

1. Use rigid non-metallic conduit (PVC) only unless local authority having jurisdiction or applicable codes/utility requirements, etc. require rigid steel conduit.
2. All conduits or elbows entering, or leaving the ground shall be rigid steel conduit coated with asphaltic paint.
3. All underground raceways shall be installed in accordance with the NEC except that the minimum cover for any conduit outside the building slab shall be two feet. Included under this Section shall be the responsibility for verifying finished lines in areas where raceways will be installed underground before the grading is complete.
4. Where rigid metallic conduit is installed underground as noted above it shall be coated with waterproofing black mastic before installation, and all joints shall be re-coated after installation.
5. Utilize rigid steel 90° elbows at each riser and at each change in direction. Elbows shall be coated with black mastic or PVC coating. Bond all metal elbows per NEC.
6. All underground service lateral raceways shall be protected as required by the NEC including requirements for installation of warning tape.

- B. In Slab Above or on Grade:
 - 1. Use coated rigid steel conduit or rigid non-metallic conduit.
 - 2. Coating of metallic conduit to be black asphaltic or PVC.

- C. Penetration of Slab:
 - 1. Exposed Location subject to damage:
 - a. Where penetrating a floor in an exposed location subject to damage from underground or in slab, a black mastic coated or PVC coated galvanized rigid steel conduit shall be used.
 - 2. Interior Location not subject to damage:
 - a. Where penetrating a floor in a location concealed in block wall and acceptable by applicable codes, rigid non-metallic conduit may be used up to first outlet box, provided outlet box is at a maximum height of 40" above finished floor.
 - b. Where penetrating a floor in location other than that above, transition to metallic conduit at the floor.

- D. Outdoor Location:
 - 1. Above Grade:
 - a. Where penetrating the finished grade, black mastic coated or PVC coated galvanized rigid steel conduit shall be used.
 - b. In general all exterior conduit runs shall be rigid steel conduit and threaded connectors as specified elsewhere.
 - c. Electrical metallic tubing (thin wall) is permitted under roof, overhangs, etc. provided it is not subjected to physical damage and is not in direct contact or directly subject to exterior elements including sunlight.

- E. Interior Dry Locations:
 - 1. Concealed: Use rigid galvanized steel conduit and electrical metallic tubing. Rigid non-metallic conduit may be used inside block walls up to first outlet to a maximum of 40" A.F.F. except where prohibited by the NEC (places of assembly, etc.).
 - 2. Exposed: Use rigid galvanized steel or electrical metallic tubing. EMT may only be used where not subject to damage, which is interpreted by this specification to be above 90" AFF.
 - 3. Concealed or exposed flexible conduit:
 - a. Concealed flexible steel conduit or seal tight flexible steel conduit in lengths not longer than six (6) feet in length with a ground conductor installed in the conduit or an equipment ground conductor firmly attached to the terminating fitting at the extreme end of the flex. Exposed flexible steel conduit or seal tight flexible steel conduit shall not exceed two (2) feet in length, unless written authorization by A/E for specific conditions is granted.

- F. Interior Wet and Damp Locations:
 - 1. Use rigid galvanized steel conduit.

- G. Concrete Columns or Poured in-place Concrete Wall Locations:
 - 1. Use rigid non-metallic conduit. Penetration shall be by accepted metal raceway (i.e. metal conduit as required elsewhere in these specifications).

3.2 RACEWAY INSTALLATION

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

- B. All bending, cutting, and reaming shall be completed with tools specifically designed for the specific use.
- C. Expansion fittings shall be installed in the following cases:
 - 1. In each conduit run wherever it crosses an expansion joint in the concrete structure; on one side of joint with its sliding sleeve end flush with joint, and with a length of bonding jumper in expansion equal to at least three times the normal width of joints.
 - 2. In each conduit run which mechanically attached to separate structures to relieve strain caused by shift on one structure in relation to the other.
 - 3. In straight conduit run above ground which is more than one hundred feet long and interval between expansion fittings in such runs shall not be greater than 100 feet.
- D. Connections to motors or other vibrating equipment shall be made with flexible conduit in dry locations and liquid tight flexible metal conduit in damp or wet locations.
- E. Make connections to all equipment in accordance with equipment manufacturers recommendations.
- F. Arrange conduit to maintain headroom and present neat appearance.
- G. Provide rigid steel long radius 90 degree sweeps (bend radius of 10 times the conduit trade size diameter) for all changes in direction (vertical and horizontal) for utility conduits. Comply with all installation requirements of the utility to utilize the conduits.
- H. Utility conduits shall be buried a minimum of 36" deep to the top of the conduit.
- I. Route conduit installed above accessible ceilings or exposed to view parallel or perpendicular to walls. Do not run from point to point.
- J. Do not cross conduits in slab.
- K. Use conduit hubs to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
- L. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- M. Complete raceway installation before starting conductor installation.
- N. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."
- O. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- P. Install no more than equivalent of three 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2 inch (50 mm) size.
- Q. Provide continuous fiber polyline 1000 lb. minimum tensile strength pull string in each empty conduit except sleeves and nipples. This includes all raceways which do not have conductors furnished under this Division of the specifications. Pull cord must be fastened to prevent accidental removal.
- R. Use suitable caps to protect installed conduit against entrance of dirt and moisture.

- S. Rigid steel box connections shall be made with double locknuts and bushings.
- T. Spare conduit stubs shall be capped and location and use marked with concrete marker set flush with finish grade. Marker shall be 6" round x 6" deep with appropriate symbol embedded into top to indicate use. Also, tag conduits in panels where originating.
- U. Spare conduit stubs shall be capped with a UL listed and accepted cap or plug for the specific intended use and identified with ink markers as to source and labeled "Spare."
- V. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
- W. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- X. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- Y. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.
- Z. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where otherwise required by NFPA 70.
- AA. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
- BB. All raceway runs in masonry shall be installed at the same time as the masonry so that no face cutting is required, except to accommodate boxes.
- CC. Raceways shall not be routed through stairwells, elevator shafts, elevator machine rooms or fire pump rooms unless the conduit is for use within that space.
- DD. Raceways installed in hazardous locations shall be installed in accordance with the appropriate provisions of NEC chapter 5 for that location. Confirm the appropriate space rating with life safety plans.
- EE. All raceway runs, whether terminated in boxes or not, shall be capped during the course of construction and until wires are pulled in, and covers are in place. No conductors shall be pulled into raceways until construction work which might damage the raceways has been completed.
- FF. Electrical raceways shall be supported independently of all other systems and supports, and shall in every case avoid proximity to other systems which might cause confusion with such systems or might provide a chance of electrolytic actions, contact with live parts or excessive induced heat.
- GG. Excavate trench bottom to provide firm and uniform support for conduit installed underground. Prepare trench bottom as specified in Division 31 Section "Earth Moving" for pipe less than 6

inches (150 mm) in nominal diameter. Install backfill as specified in Division 31 Section "Earth Moving."

- HH. After installing underground conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 31 Section "Earth Moving."

3.3 BOX INSTALLATION

- A. Set metal floor boxes level and flush with finished floor surface.
- B. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.
- C. Install electrical boxes as shown on drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- D. Install electrical boxes to maintain headroom and to present neat mechanical appearance.
- E. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.
- F. Install boxes to preserve fire resistance rating of partitions and other elements.
- G. Align adjacent wall-mounted outlet boxes for switches, thermostats, and similar devices with each other.
- H. Outlets for 120V clocks shall be recessed so that the clock will hang flush with the finished surface of the wall.
- I. Use flush mounting outlet boxes in finished areas.
- J. Do not install flush mounting boxes back-to-back in walls; provide minimum 6 inch (150 mm) separation. Provide minimum 24 inches (600 mm) separation in acoustic and fire rated walls.
- K. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- L. Use stamped steel bridges to fasten flush mounting outlet box between studs.
- M. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- N. Support all outlet boxes from structure with minimum of one (1) 3/8" all-thread rod hangers. Boxes larger than 25 square inches shall be supported with two (2) all-thread rod hangers, minimum.
- O. Do not fasten boxes to ceiling support wires.
- P. Use multi-gang box where more than one device is mounted together. Do not use sectional box.

- Q. Boxes in exterior walls shall be flush mounted. Use cast outlet box in exterior locations and wet locations where flush mounting is not possible.
- R. Install outlets in the locations shown on the drawings; however, the Owner shall have the right to make, prior to rough-in, slight changes in locations to reflect room furniture layouts.
- S. Coordinate work with all divisions so that each electrical box is the type suitable for the wall or ceiling construction provided and suitable fireproofing is inbuilt into fire rated walls.
- T. All boxes shall be installed in a flush rigid manner with box lines at perpendicular and parallel angles to finished surfaces. Boxes shall be supported by appropriate hardware selected for the type of surface from which the box shall be supported. For example, provide metal screws for metal, wood screws for wood, and expansion devices for masonry or concrete.
- U. For locations exposed to weather or moisture (interior or exterior), provide weatherproof boxes and accessories.
- V. As a minimum, provide pull boxes in all raceways over 150 feet long. The pull box shall be located near the midpoint of the raceway length.
- W. Provide knockout closures to cap unused knockout holes where blanks have been removed, and plugs for unused threaded hubs.
- X. Provide conduit locknuts and bushings of the type and size to suit each respective use and installation.
- Y. Boxes and conduit bodies shall be located so that all electrical wiring is accessible.
- Z. Avoid using round boxes where conduit must enter box through side of box, which would result in a difficult and insecure connection with a locknut or bushing on the rounded surface.
- AA. All flush outlets shall be mounted so that covers and plates will finish flush with finished surfaces without the use of shims, mats or other devices not submitted or accepted for the purpose. Add-a-Depth rings or switch box extension rings are not acceptable. Plates shall not support wiring devices. Gang switches with common plate where two or more are indicated in the same location. Wall-mounted devices of different systems (switches, thermostats, etc.) shall be coordinated for symmetry when located near each other on the same wall. Outlets on each side of walls shall have separate boxes. Through-wall type boxes shall not be permitted. Back-to-back mounting shall not be permitted. Trim rings shall be extended to within 1/8" of finish wall surface.
- BB. Outlet boxes mounted in metal stud walls, are to be supported to studs with two (2) screws inside of outlet box to a horizontal stud brace between vertical studs or one side of outlet box supported to stud with opposite side mounted to section of stud or device to prevent movement of outlet box after wall finished.
- CC. All outlet boxes that do not receive devices in this contract are to have blank plates installed matching wiring device plates.
- DD. Height of wall outlets to bottom above finished floors shall be as follows, unless specifically noted otherwise, or unless otherwise required by applicable codes including ADA. Verify with the Architectural plans and shop drawings for installing.
 - 1. Switches
 - 2. Receptacles
 - 3. Lighting Panels

4'-0"
1'-4" AF
6'-6" AF

4. Phone outlets
5. Intercom Call-in
6. Fire Alarm Pull Stations 4'-0" AFF to top
7. Fire Alarm Strobe Lights Lens is not less than 80" AFF and not more than 96" AFF
8. Fire Alarm Audible Only Not less than 90" and not less than 6" below ceiling.

1'-4" AF
4'-0"AFF

- EE. Bottoms of outlets above counter tops or base cabinets shall be minimum 2" above counter top or backsplash, whichever is highest. Outlets may be raised so that bottom rests on top of concrete block course, but all outlets above counters in same area shall be at same height. It is the responsibility of this Division to secure cabinet drawings and coordinate outlet locations in relation to all cabinets as shown on Architectural plans, prior to rough-in, regardless of height shown on Division 26 drawings.
- FF. Height of wall-mounted fixtures shall be as shown on the drawings or as required by Architectural plans and conditions. Fixture outlet boxes shall be equipped with fixture studs when supporting fixtures.
- GG. Locate special purpose outlets as indicated on the drawings for the equipment served. Location and type of outlets shall be coordinated with appropriate trades involved. The securing of complete information for proper electrical roughing-in shall be included as work required under this section of specifications. Provide plug for each outlet.
- HH. Electrical outlet boxes may be installed in vertical fire resistive assemblies classified as fire/smoke and smoke partitions without affecting the fire classification, provided such openings occur on one side only within a 24" wall space and that openings do not exceed 16 sq. inches. All clearances between such outlet boxes and the gypsum board must be completely filled with joint compound.
- II. Fire-Barrier Penetrations: Firestop penetrations under division 07 Section "Firestopping".

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In all areas, set so cover surface will be flush with finished grade.
- D. Do not install in walkways.

3.5 INSTALLATION OF WIREWAYS

- A. Do not install wireways as a substitute for proper coordination and layout of conduit stub ups to panels. Prior authorization from the engineer is required prior to installation of any wireways.
- B. Do not make splices in wireways. All wires must be pulled through without splice or termination.
- C. Install wireway to maintain headroom and to present neat mechanical appearance.
- D. Support wireway independently of conduit.

E. Wireway shall be located so that all electrical wiring is accessible.

END OF SECTION 26 05 33

SECTION 26 36 00 - TRANSFER SWITCHES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes transfer switches rated 600 V and less, including the following:
 - 1. Nonautomatic transfer switches.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.
 - 1. Single-Line Diagram: Show connections between transfer switch, power sources, and load; and show interlocking provisions for each combined transfer switch and bypass/isolation switch.
 - 2. Coordination Drawings: Show room layout and relationships between components to show submitted product fits within the space as indicated on the contract drawings. Identify any areas of concern and notify the EOR for clarification prior to submittal of gear. Show relationship of supports, clearances and other foreign systems (such as structural, architectural, mechanical, plumbing, fire protection, etc) within the space to confirm all fits as required.
- C. Operation and Maintenance Data: For each type of product to include in operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
 - 1. Features and operating sequences, both automatic and manual.
 - 2. List of all factory settings of relays; provide relay-setting and calibration instructions, including software, where applicable.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Maintain a service center capable of providing training, parts, and emergency maintenance repairs within a response period of less than eight hours from time of notification.
- B. Source Limitations: Obtain automatic transfer switches, nonautomatic transfer switches and remote annunciator and control panels through one source from a single manufacturer.

- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Comply with NEMA ICS 1.
- E. Comply with NFPA 70.
- F. Comply with NFPA 99.
- G. Comply with NFPA 110.
- H. Comply with UL 1008 unless requirements of these Specifications are stricter.

1.5 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Transfer Switches:
 - a. Caterpillar; Engine Div.
 - b. Emerson; ASCO Power Technologies, LP.
 - c. Generac Power Systems, Inc.
 - d. GE Zenith Controls.
 - e. Kohler Power Systems; Generator Division.
 - f. Onan/Cummins Power Generation; Industrial Business Group.
 - g. Russelectric, Inc.
 - h. Spectrum Detroit Diesel.
 - 2. The automatic transfer switches shall be manufactured by the generator manufacturer or standard supplied by generator manufacturer.

2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.
- B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
 - 1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
- C. Transfer switch shall be double throw, actuated by two electrical operators, momentarily energized and connected to the transfer mechanism by a simple overcenter linkage with time

delay relays to control contact transition time on transfer to either source, adjustable 0-300 seconds. Time delay between the opening of the closed contacts and the closing of the open contacts shall be adjusted to allow for voltage decay before transfer as required to allow re-energization of motor and transformer loads at normal inrush currents.

- D. Transfer switch shall be capable of transferring successfully in either direction with 70% of the rated voltage applied to the switch terminals. Normal and emergency contacts shall be positively interlocked mechanically and electrically to prevent simultaneous closing. Main contacts shall be mechanically locked in position in both the normal and emergency positions without the use of hooks, latches, magnet, or springs and shall be silver-tungsten alloy protected by arcing contacts, with magnetic blowouts on each pole. Parallel main contacts are not acceptable.
- E. Transfer switch shall be equipped with a safe manual operator designed to be operated in the loaded condition and to prevent injury to operating personnel. Manual operator shall provide the same contact-to-contact transfer speed as the electrical operator to prevent a flashover from switching the main contacts slowly.
- F. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.
- G. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- H. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.
- I. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
 - 1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are not acceptable.
 - 2. Switch Action: Double throw; mechanically held in both directions.
 - 3. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.
- J. Neutral Switching. Where four-pole switches are indicated, provide neutral pole switched simultaneously with phase poles.
- K. Neutral Terminal: Solid and fully rated, unless otherwise indicated for 3P switches.
- L. Heater: Equip switches exposed to outdoor temperatures and humidity, and other units indicated, with an internal heater. Provide thermostat within enclosure to control heater.
- M. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, either by color-code or by numbered or lettered wire and cable tape markers at terminations. Color-coding and wire and cable tape markers are specified in Division 26 Section "Identification for Electrical Systems."
 - 1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.
 - 2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.
 - 3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.

- N. Enclosures: General-purpose NEMA 250, Type 1 for indoors and 3R for exterior, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.3 NONAUTOMATIC TRANSFER SWITCHES

- A. Operation: Electrically actuated by push buttons designated "Normal Source" and "Alternate Source." Switch shall be capable of transferring load in either direction with either or both sources energized.
- B. Double-Throw Switching Arrangement: Incapable of pauses or intermediate position stops during switching sequence.
- C. Nonautomatic Transfer-Switch Accessories:
 - 1. Pilot Lights: Indicate source to which load is connected.
 - 2. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and alternate-source sensing circuits.
 - a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
 - b. Emergency Power Supervision: Red light with nameplate engraved "Alternate Source Available."
 - 3. Unassigned Auxiliary Contacts: One set of normally closed contacts for each switch position, rated 10 A at 240-V ac.
 - 4.

2.4 SOURCE QUALITY CONTROL

- A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. The transfer switch shall be installed as shown on the plans, in accordance with the manufacturer's recommendations and all applicable codes. Provide all associated control wiring to generator as required.
- B. Provide all interface control wiring and conduit as required to provide required emergency operation of equipment on project as applicable, i.e. elevators, etc.
- C. Floor-Mounting Switch: Anchor to floor by bolting.
 - 1. Concrete Bases: 4 inches (100 mm) high, reinforced, with chamfered edges. Extend base no more than 4 inches (100 mm) in all directions beyond the maximum dimensions of switch, unless otherwise indicated or unless required for seismic support. Construct concrete bases according to Division 26 Section "Hangers and Supports for Electrical Systems."
- D. Annunciator and Control Panel Mounting: Flush in wall, unless otherwise indicated.

- E. Identify components according to Division 26 Section "Identification for Electrical Systems."
- F. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.2 CONNECTIONS

- A. Wiring to Remote Components: Match type and number of cables and conductors to control and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.
- B. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."
- C. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

3.3 FIELD QUALITY CONTROL

A. SITE TEST

- 1. An installation check and building load test shall be performed by the manufacturer's local representative. The engineer, regular operators and the maintenance staff shall be notified of the time and date of the site test. The tests shall include Automatic start-up by means of simulated power outage to test remote-automatic starting, transfer of the load and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below. Refer to Division 01 Section "Demonstration and Training."
- B. Coordinate this training with that for generator equipment.

END OF SECTION 26 36 00



CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

CITY OF FORT LAUDERDALE SOUTHSIDE CULTURAL ARTS CENTER MANUAL TRANSFER SWITCH

701 S ANDREWS AVE.
FORT LAUDERDALE, FL 33316



Project Location:

SOUTHSIDE CULTURAL ARTS CENTER

FLL PROJECT MANAGER MEP (PRIME CONSULTANT)

ABRAHAM GOPAUL
PROJECT MANAGER
PARKS AND RECREATION
CITY OF FORT LAUDERDALE

SGM ENGINEERING, INC.
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MIAMI, FL 33186
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INDEX OF DRAWINGS

<u>COVER</u>	
T001	TITLE SHEET
<u>ELECTRICAL</u>	
E001	ELECTRICAL SYMBOLS & GENERAL NOTES
E101	ELECTRICAL POWER SITE PLAN
E401	ELECTRICAL POWER PLAN ENLARGED
E501	ELECTRICAL ONE LINE DIAGRAM
E801	ELECTRICAL DETAILS
E802	ELECTRICAL DETAILS

GENERAL SCOPE OF WORK

THE OBJECTIVES OF THIS PROJECT AS IDENTIFIED ON THE DRAWINGS, INCLUDES:

- ELECTRICAL**
- > DISCONNECT AND REMOVE THE EXISTING BUILDING ELECTRICAL SERVICE CONDUCTORS TO PROVIDE NEW SERVICE.
 - > EXISTING UNDERGROUND SERVICE CONDUITS TO BE ABANDONED IN PLACE AND CAPPED.
 - > PROVIDE NEW 800A, 208/120V, 3PHASE, 4WIRE SERVICE (CONDUIT AND WIRE) FROM EXISTING FPL PAD MOUNTED TRANSFORMER TO NEW 800A, SERVICE RATED, NEMA 3R OUTDOOR ENCLOSED CIRCUIT BREAKER.
 - > PROVIDE NEW 800A, NEMA 3R, OUTDOOR MANUAL TRANSFER SWITCH WITH TEMPORARY GENERATOR CONNECTIONS.
 - > PROVIDE NEW 800A FEEDER (CONDUIT AND WIRE) FROM NEW TRANSFER SWITCH TO EXISTING BUILDING INTERIOR MDP.

THIS BRIEF DESCRIPTION OF THE SCOPE OF WORK IS NOT ALL INCLUSIVE AND IS COMPLEMENTED BY THE SET OF CONSTRUCTION DOCUMENTS AND SPECIFICATIONS



Client:

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701 S ANDREWS AVE.
FORT LAUDERDALE, FL 33316

Issue: 03/12/24 100% CONST. DOCUMENTS

No.	Date	Description

Project Name:
CITY OF FORT LAUDERDALE SOUTH SIDE CULTURAL ARTS CENTER MANUAL TRANSFER SWITCH

Drawing File Name: 1600-T001-2023024.DWG
Scale: AS SHOWN

Project Number: 2023-024

Design By: JHA
Drawn By: JHA
Checked By: MEH
Engineer of Record:
License Number:

Sheet Name:
TITLE SHEET

Sheet Number:
T001

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FORT LAUDERDALE, FL 33316

Issue: 03/12/24 100% CONST. DOCUMENTS

No.	Date	Description

Project Name:

CITY OF FORT LAUDERDALE SOUTH SIDE CULTURAL ARTS CENTER MANUAL TRANSFER SWITCH

Drawing File Name: E101-2023-024.DWG	Project Number: 2023-024
Scale: AS SHOWN	Design By: JHA
	Drawn By: JHA
	Checked By: MEH
	Engineer of Record: MANUEL E. HERNANDEZ
	License Number: 10366

Sheet Name:

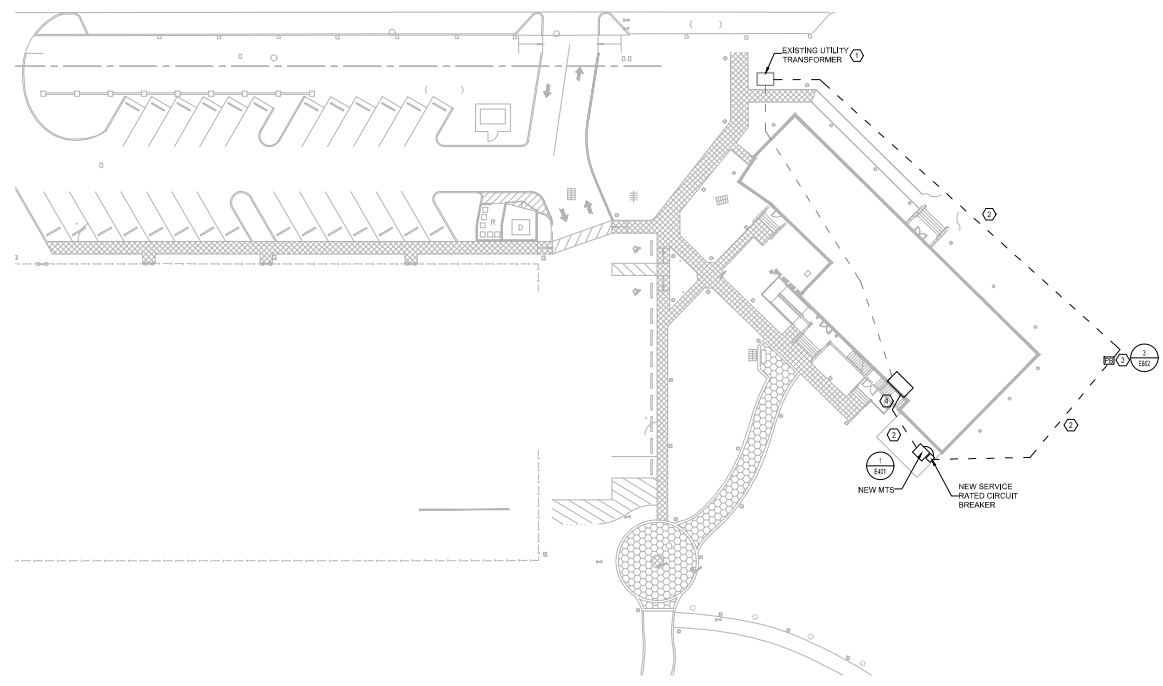
ELECTRICAL POWER SITE PLAN

Sheet Number:

E101

- GENERAL NOTES:**
- REFER TO SYMBOL LEGEND ON SHEET E001.
 - REFER TO SPECIFICATIONS.
 - ALL FEEDERS ARE TO HAVE LESS THAN 2% TOTAL VOLTAGE DROP AND ALL BRANCH CIRCUITS SHALL HAVE LESS THAN 3% VOLTAGE DROP.
 - CONTRACTOR IS RESPONSIBLE FOR CUTTING AND PATCHING SIDEWALKS OR DIRECTIONS BORING UNDER ALL SIDEWALKS AND ROADS, UTILIZE 3000 PSI CONCRETE FOR ANY PATCHING OF ROADWAY (BLACK CONCRETE) OR SIDEWALK. FINISH LOOK OF THE CONCRETE SHALL MATCH THE EXISTING LOOK OF THE SURROUNDING CONCRETE OR ASPHALT. CONTRACTOR SHALL COMPACT ALL TRENCHES NOT UNDER CONCRETE TO 95% AND UNDER CONCRETE TO 98%. CONTRACTOR, MAINTAIN THE FLOW OF TRAFFIC DOWN THE STREET AT ALL TIMES. PROVIDE A WRITTEN MAINTENANCE OF TRAFFIC PLAN PRIOR TO BEGINNING ANY WORK THAT WILL DISRUPT THE NORMAL FLOW OF TRAFFIC. PROVIDE ALL SIGNAGE, FLAGMEN, ETC REQUIRED TO MAINTAIN THE TRAFFIC FLOW. PLANT NEW GRASS WHERE WORK WAS DISTURBED. ALL AREAS SHALL BE BROUGHT TO AN "AS FOUND" CONDITION.
 - ALL ITEMS IDENTIFIED WITH LIGHT COLOR ARE EXISTING TO REMAIN. ALL ITEMS IN DARK COLOR ARE NEW OR MODIFIED. UNLESS NOTED OTHERWISE.
 - ENSURE ALL WIRES ARE TAGGED PER IDENTIFICATION SPECIFICATION.
 - EXISTING ELECTRICAL SERVICE ROUTING IS SHOWN DIAGRAMMATICALLY AND COULD NOT BE CONFIRMED VISUALLY ON SITE. CONTRACTOR TO REMOVE ANY EXPOSED CONDUIT AFTER REMOVAL OF WIRES. ALL UNDERGROUND RACEWAY TO BE ABANDONED IN PLACE AND CAPPED.

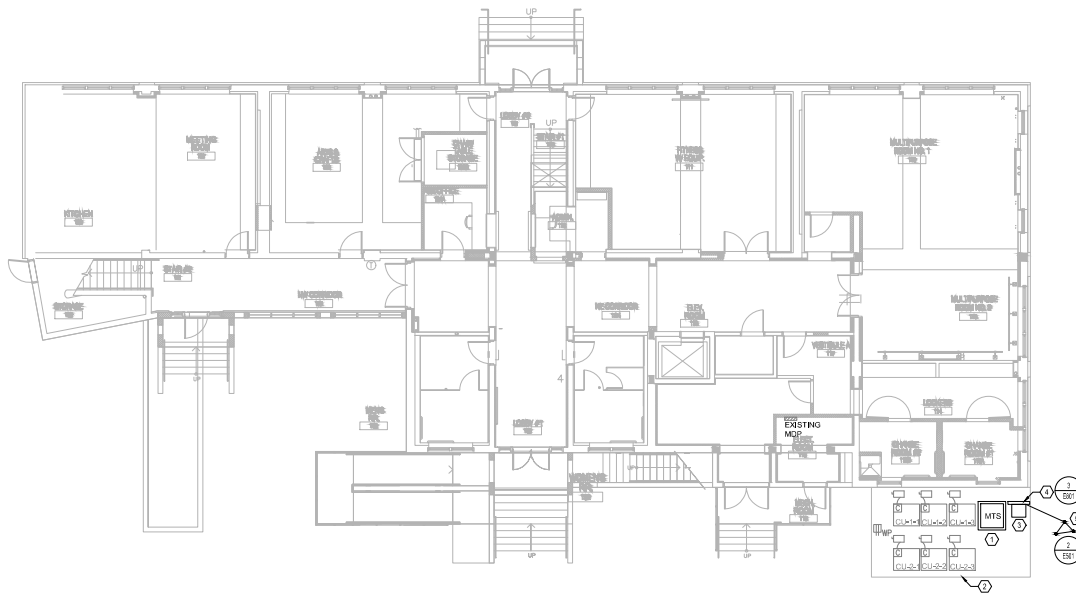
- PLAN KEY NOTES:**
- CONTRACTOR TO COORDINATE WITH FPL BEFORE ANY ROUGHING THE REQUIRED CONDUIT PENETRATION. WIRE CONNECTION AND ENERGIZATION DATES AS SOON AS THE CONTRACT HAS BEEN AWARDED. FAILURE TO COORDINATE THESE DATES CANNOT BE USED AS REASONS FOR SCHEDULED DELAYS.
 - PROVIDE NEW UNDERGROUND FEEDERS. REFER TO ENDLINE DIAGRAM AND PANEL FEEDER SCHEDULE ON SHEET E001 FOR ADDITIONAL INFORMATION.
 - PROVIDE NEW UNDERGROUND PULL BOX. REFER TO DETAIL 3-802 FOR MORE INFORMATION ON UNDERGROUND PULL BOX.
 - COORDINATE WALL PENETRATIONS INTO THE BUILDING PRIOR TO ANY ROUGHING.



ELECTRICAL POWER SITE PLAN
SCALE: 1/8"=1'-0"
0 4' 8' 16'

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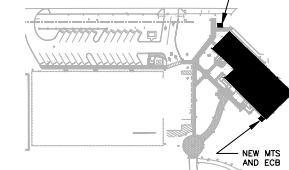
GENERAL NOTES:

- 8. REFER TO SYMBOL LEGEND ON SHEET E001 FOR ELECTRICAL GENERAL NOTES AND SYMBOLS LEGEND.
- 9. REFER TO SPECIFICATIONS.
- 10. ALL FEEDERS ARE TO HAVE LESS THAN 2% VOLTAGE DROP AND ALL BRANCH CIRCUITS SHALL PASS THAN 3% VOLTAGE DROP.
- 11. DRAWINGS ARE DIAGRAMMATIC AND REPRESENT THE GENERAL LAYOUT OF COMPONENTS.
- 12. ALL SYMBOLS SHOWN IN "LIGHT" COLOR INDICATE EXISTING TO REMAIN. SYMBOLS SHOWN "DARK" INDICATES EQUIPMENT BEING MODIFIED OR REMOVED.
- 13. ELECTRICAL CONTRACTORS SHALL VERIFY IN THE FIELD BEFORE ORDER ANY EQUIPMENT THAT AFTER THEY ARE INSTALLED CONFORM WITH THE REQUIREMENTS OF NEC-2017 ART. 110-26 AND THE MANUFACTURER RECOMMENDATIONS IF THE CONDITIONS DO NOT PERMIT TO COMPLY WITH THOSE REQUIREMENTS, THEY SHALL CONTACT THE ENGINEER OF RECORD.

PLAN KEY NOTES:

- 1. PROVIDE NEW FLOOR MOUNTED, NEMA 3R MANUAL TRANSFER SWITCH WITH QUICK CONNECTS (BASIS OF DESIGN ANCO 300 SERIES WITH QUICK CONNECTS). PROVIDE 4" HOUSEKEEPING PAD. REFER TO ONE-LINE DIAGRAM FOR MORE DETAILS ON CONNECTION.
- 2. BOUNDARY LINE SHOWN IS NOT A WALL AND NOT TO SCALE. CONTRACTOR TO VERIFY THAT NEW MTS IS PLACED NEXT TO CONDENSING UNIT'S, ENSURING TO PROTECT ANY CONDENSING UNIT CONDUITS. CONTRACTOR TO VERIFY WITH LANDSCAPING THAT NEW MTS IS SURROUNDED BY CLUSIA-BUSHES THAT ARE 20'X17'FT. & FEET 14'GH.
- 3. PROVIDE NEW SERVICE RATED CIRCUIT BREAKER. REFER TO SHEET E001 ONE-LINE DIAGRAM FOR CONNECTION DETAILS.
- 4. NEW UNISTRUT TO BE PROVIDED FOR NEW SERVICE RATED CIRCUIT BREAKER ENCLOSURE MOUNTING. REFER TO DETAIL 31E01.
- 5. PROVIDE NEW GROUNDING ELECTRODE. REFER TO GROUNDING DETAIL FOR ADDITIONAL INFORMATION.

ELECTRICAL POWER PLAN ENLARGED
SCALE: 1/8"=1'-0" 0 4' 8' 16'



KEY PLAN
NTS

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 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301

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 FORT LAUDERDALE, FL 33316

Issue: 03/12/24 100% CONST. DOCUMENTS

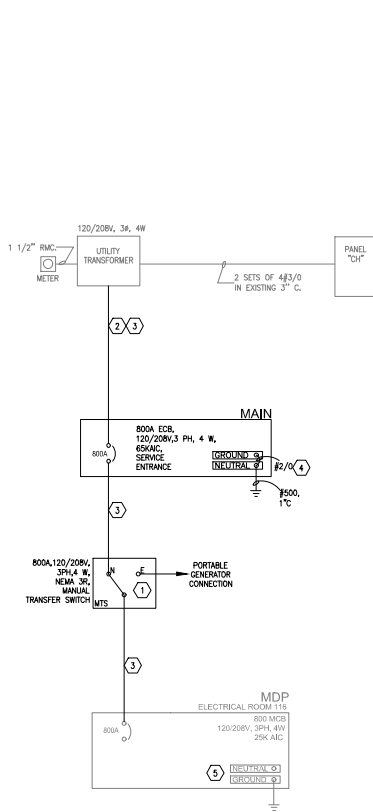
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Project Name:
CITY OF FORT LAUDERDALE SOUTH SIDE CULTURAL ARTS CENTER MANUAL TRANSFER SWITCH

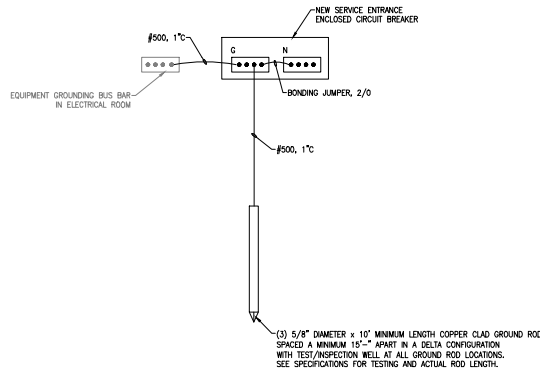
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Scale: AS SHOWN	Scale: AS SHOWN
Design By: JHA	Drawn By: JHA
Checked By: MEH	Engineer of Record: MANUEL E. HERNANDEZ
License Number: 10989	License Number: 10989

ELECTRICAL POWER PLAN ENLARGED

Sheet Number:
E401



ELECTRICAL RENO ONE-LINE DIAGRAM



DETAIL NOTE:
SERVICE GROUND PER N.E.C. AND SPECIFICATIONS. ALL CONNECTIONS TO GROUND RODS AND BUILDING STEEL SHALL BE EXOTHERMIC TYPE. ALL OTHERS SHALL BE TORQUE BOLTED.

GROUNDING ELECTRODE DETAIL
N.T.S.

FEEDER		* WIRE SIZES ARE BASED ON NFPA 70 TABLE 310.15(B)(16) 90 DEGREE C/C COLUMN FOR SIZES OF 100A AND LESS. ALL OTHERS BASED ON 75 DEGREE COLUMN.																	
DESCRIPTION	LOAD	"LOAD AMPS AND DISTANCE SHOWN FOR VOLTAGE DROP ONLY. SEE PANEL SCHEDULE FOR ACTUAL LOAD. ACTUAL DISTANCE MAY VARY DEPENDENT ON ROUTING."				DISCONNECT		WIRE PER WIRE		WIRE PER WIRE		WIRE PER WIRE		CONDUIT		DROP NOTES			
		NEUT	GRD	RATING	AMPS	SIZE	FUSE (NEMA)	PER	WIRE	NEUT	GRD	BOND	OF	SIZE	DBT		DROP		
UTL TRANS	ECB	208	3	Y	N	Y	N	800	640	800	3X	#500	#500	#20	#20	2	4"	20	1.5%
ECB	MFS	208	3	Y	N	Y	N	800	640			#500	#500	#500		8	4"	50	0.15%
MFS	MDP	208	3	Y	N	Y	N	800	640			#500	#500	#10		2	4"	50	0.35%

GENERAL NOTES:
 (1) - PROVIDE DISC. SW AT ALL PIECES OF EQUIPMENT, UNLESS OTHERWISE NOTED ON THIS SCHEDULE.
 (2) - FUSES SHOWN FOR REFERENCE ONLY. PROVIDE FUSES AS RECOMMENDED BY EQUIP. MANUF.
 (3) - PROVIDE NEMA OUTDOOR RATED ENCLOSURES FOR ALL DISC. SW MOUNTED OUTDOORS.
 (4) - COORDINATE STARTER TYPE WITH MECHANICAL EQUIPMENT RETAILER.
 (5) - E.G. TO VERIFY THAT C.B. FOR COMPRESSORS IS SUFFICIENT TO ALLOW STARTING OF UNIT. IF
 (6) - #12 FEEDERS SHOWN AND OVER 50FT LONG TO BE #10 WIRE FOR 120V CIRCUITS.
 (7) - #12 FEEDERS SHOWN AND OVER 100FT LONG TO BE #10 WIRE FOR 277V CIRCUITS.

ABBREVIATIONS:
 NF = NON-FUSED
 ECB = ENCLOSURE-CIRCUIT BREAKER
 SR = NEMA 3R ENCLOSURE
 GC = NEMA 4WIP STAINLESS STEEL ENCL.

NOTES:
 (A) - HIDE ALL FEEDERS CONCEALED FROM PUBLIC VIEW

- GENERAL NOTES:**
- REFER TO SYMBOL LEGEND AND NOTES ON SHEET E001.
 - REFER TO SPECIFICATIONS.
 - ALL FEEDERS ARE TO HAVE LESS THAN 2% TOTAL VOLTAGE DROP AND ALL BRANCH CIRCUITS SHALL HAVE LESS THAN 3% VOLTAGE DROP.
 - PROTECT BUILDING SYSTEMS AT ALL TIMES DURING CONSTRUCTION. MAINTAIN CONTINUITY OF SYSTEMS TO REMAIN. IF NECESSARY PROVIDE TEMPORARY OR PERMANENT RE-WIRING TO RECONNECT SYSTEM DEVICES TO THE BUILDING SYSTEMS SO SERVICES ARE NOT INTERRUPTED DURING CONSTRUCTION.
 - ALL SYMBOLS SHOWN IN "LIGHT" COLOR INDICATE EXISTING TO REMAIN. NO WORK REQUIRED UNLESS NOTED OTHERWISE.
 - ALL SYMBOLS SHOWN IN "DARK" COLOR INDICATE NEW WORK OR EXISTING TO BE MODIFIED. UNLESS NOTED OTHERWISE.
 - PATCH WALLS, FLOORS AND CEILING AFFECTED BY DEMOLITION OR NEW WORK AS REQUIRED TO MATCH EXISTING CONDITIONS.

- PLAN KEY NOTES:**
- NEW MANUAL TRANSFER SWITCH TO BE CONNECTED, REFER TO FLOOR PLAN SHEETS, ETC-649, FOR MOUNTING LOCATION.
 - EXISTING UNDERGROUND SERVICE FEEDER TO BE COMPLETELY DISCONNECTED AND REMOVED BACK TO SOURCE. EXISTING UNDERGROUND CONDUIT TO BE ABANDONED IN PLACE.
 - REFER TO PANEL FEEDER SCHEDULE FOR NEW FEEDER (CONDUIT AND WIRE) INFORMATION.
 - PROVIDE GROUNDING ELECTRODE PER DETAIL SEEN ON THIS SHEET.
 - REMOVE EXISTING GROUNDING MAIN BONDING JUMPER INSIDE THE MDP.

SGM ENGINEERING
 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301

Client: **CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE**
 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301

Project Name: **CITY OF FORT LAUDERDALE SOUTH SIDE CULTURAL ARTS CENTER MANUAL TRANSFER SWITCH**

Drawing File Name: E00-E01-2023-04.DWG Project Number: 2023-024
 Scale: AS SHOWN

Design By: JHA
 Drawn By: JHA
 Checked By: MEH
 Engineer of Record: MANUEL E. HERNANDEZ
 License Number: 170569

Professional Engineer Seal: MANUEL E. HERNANDEZ, No. 74989, STATE OF FLORIDA, PROFESSIONAL ENGINEER

Sheet Name: **ELECTRICAL ONE-LINE DIAGRAM**

Sheet Number: **E501**

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AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: _____ Title: _____ Entity: _____

Signature: _____ Date: _____

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

(Notary Seal)

Print Name: _____

My commission expires: _____

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name:

President

Business Address:

Telephone:

Fax:

E-Mail Address:

What was the last project of this nature which you completed? Include the year, description, and contract value.

The following are named as three corporations and representatives of those corporations for which you have performed work similar to that required by this contract, and which the City may contact as your references (include addresses, telephone numbers and e-mail addresses). Include the project name, year, description, and contract value.

<input type="text"/>
<input type="text"/>
<input type="text"/>

How many years has your organization been in business?

Have you ever failed to complete work awarded to you; if so, where and why?

The name of the qualifying agent for the firm and his position is:

Certificate of Competency Number of Qualifying Agent:

Effective Date: Expiration Date:

Licensed in:

Engineering Contractor's License #
(County/State)

Expiration Date:

NOTE: To be considered for award of this contract, the bidder must submit a financial statement upon request.

NOTE: Contractor must have proper licensing and shall provide copy of same with his proposal.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance?

2. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will.

a)

b)

c)

d)

e)

f)

g)

3. What equipment do you own that is available for the work?

4. What equipment will you purchase for the proposed work?

5. What equipment will you rent for the proposed work?

BID/EVENT NO. 291 SPECIFIC REFERENCES FORM

The Contractor shall have at least five (5) years of previous construction experience in Electrical Projects in the State of Florida.

Bidder shall submit proof of construction experience of at least two (2) MTS installation projects of similar scope and with a budget of \$250,000 (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

Note: Do not include proposed team members or parent/subsidiary companies as references in your submittals.

A. PRIME BIDDER'S NAME: _____

CLIENT NO.1 - Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____

Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

BID/EVENT NO. 291 SPECIFIC REFERENCES FORM

CLIENT NO.2 - Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name : _____

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

CLIENT NO.3 - Name of firm to be contacted: _____

Address: _____

Contact Person: _____

Phone No: (____) _____

Contact E-Mail Address: _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Project Name : _____

BID/EVENT NO. 291 SPECIFIC REFERENCES FORM

Location of Project: _____

Description of the overall scope: _____

Description of work that was self-performed by Bidder:

TRENCH SAFETY

Bidder acknowledges that included in the appropriate bid items of his bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, Florida Statutes 553.60 – 553.64. The bidder further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF/SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.				
B.				
C.				
D.				
Total:				

The bidder certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Occupational Safety and Health Administration's excavation safety standards, C.F.R. s. 1926.650 Subpart P., and the Florida Trench Safety Act, Florida Statutes 553.60-553.64.

Failure to complete the above may result in the bid being declared non-responsive.

DATE:

(SIGNATURE)

STATE OF: COUNTY OF:

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of Individual Signing)

who, after first being duly sworn by me,
 affixed his/her signature in the space provided above on this
 day of , 20 .

NOTARY PUBLIC

My Commission Expires:

CONSTRUCTION BID CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Check box if your firm qualifies for MBE / SBE / WBE:

If a corporation, state the name of the President, Secretary and Resident Agent. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Title	Name	Title
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Title	Name	Title

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

VARIANCES: If you take exception or have variances to any term, condition, specification, or requirement in this bid you must specify such variance in the space provided below or reference in the space provided below all variances contained on other pages within your bid. Additional pages may be attached if necessary. No variances will be deemed to be part of the bid submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory affirms that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida. The below signatory agrees to furnish all labor, tools, material, equipment and supplies, and to sustain all the expense incurred in doing the work set forth in strict accordance with the bid plans and contract documents at the unit prices indicated if awarded a contract. The below signatory has not divulged to, discussed, or compared this bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Furthermore, the undersigned guarantees the truth and accuracy of all statements and answers contained in this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a bid, that in no event shall the City's liability for bidder's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title



CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

____ MasterCard

____ Visa

Company Name

Name (Printed)

Signature

Title

Date



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

(5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____



LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date