

IFBC NO. 20-R073239AJ  
ANIMAL SHELTER ELECTRICAL  
SERVICE REBUILD, PROJECT NO.6048601  
(914-38)  
JANUARY 02, 2020

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



## **ADVERTISEMENT**

### **INVITATION FOR BID CONSTRUCTION, NO. 20-R073239AJ ANIMAL SHELTER ELECTRICAL SERVICE REBUILD**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide ANIMAL SHELTER ELECTRICAL SERVICE REBUILD, as specified in this Invitation for Bid Construction to include the demolition, installation and repair of utility electrical and mechanical systems and replacement of facility generator.

#### **DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Bids in response to this IFBC is **January 30, 2020 at 3:00 P.M. ET.** Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

#### **SOLICITATION INFORMATION CONFERENCE:**

A non-mandatory Information Conference will be held at 2:45 PM on January 10, 2020 at the Manatee County Animal Shelter, 305 25th St W, Palmetto, FL 34221. A non- mandatory facility tour will be conducted immediately following the Information Conference. Attendance to Information Conferences is not required, but highly recommended.

#### **DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid Construction to the Manatee County Procurement Division is January 17, 2020. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Abigail Jenkins, Sr. Procurement Agent, Construction  
(941) 749-3014 x 3062, Fax (941) 749-3034  
Email: [abigail.jenkins@mymanatee.org](mailto:abigail.jenkins@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: TWebb

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## **SECTION A, INFORMATION FOR BIDDERS**

To receive consideration, entities who submit a response to this Invitation for Bid (Bidders) must meet the minimum qualification requirements and comply with the following instructions. Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships or corporations.

### **A.01 BID DUE DATE**

The Due Date and Time for submission of Bids in response to this Invitation for Bid (IFBC) is **January 30, 2020 at 3:00 P.M. ET.** Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

Bids received after the Due Date and Time will not be considered. It will be the sole responsibility of the Bidder to deliver its Bid to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a Bid is sent by U.S. Mail, courier or other delivery services, the Bidder will be responsible for its timely delivery to the Procurement Division. Bids delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Bidder's request and expense.

### **A.02 SOLICITATION INFORMATION CONFERENCE:**

A non-mandatory Information Conference will be held at 2:45 PM on January 10, 2020 at the Manatee County Animal Shelter, 305 25th St W, Palmetto, FL 34221. A non- mandatory facility tour will be conducted immediately following the Information Conference. Attendance to Information Conferences is not required, but highly recommended.

Attendance to mandatory information conferences and/or site visits are required to meet the minimum qualification requirements of the IFBC. Attendance to non-mandatory information conferences is not required, but is strongly encouraged.

### **A.03 PUBLIC OPENING OF BIDS**

Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 in the presence of County officials. Bidders or their representatives may attend the Bid opening.

Manatee County will make public at the opening the names of the business entities which submitted a Bid and the total bid price submitted. No review or analysis of the Bids will be conducted at the Bid opening.

### **A.04 SUBMISSION OF BIDS**

The contents of the Bid sealed package must include:

- One (1) bound original clearly identifying Bidder and marked "ORIGINAL".
- Two (2) bound copies clearly identifying Bidder and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy clearly identifying Bidder.

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drive or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFBC No. 20-R073239AJ, Animal Shelter Electrical Service Rebuild, Bidder's name, and Bidder's address. Bids must be delivered to the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County Procurement Division  
1112 Manatee Ave. West, Ste. 803  
Bradenton, FL 34205

#### **A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this IFBC are distributed electronically and available for download at no charge at [www.mymanatee.org](http://www.mymanatee.org) > *Bids and Proposals*. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, such as DemandStar by Onvia® (DemandStar) to distribute proposals. Visit the DemandStar website at [www.Demandstar.com](http://www.Demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Additionally, the IFBC and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manatee County Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

#### **A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)**

It is the responsibility of each bidder before submitting a bid, to (a) examine the IFBC documents thoroughly; (b) visit the Project Site(s) to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate bidder's observations with the IFBC documents; and (e) notify County in writing of all conflicts, errors, or discrepancies in the IFBC documents.

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the Project Site(s) or otherwise which may affect cost, progress, performance or furnishing of the Work and which bidder deems necessary to determine his bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the IFBC documents. County will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the Project Site(s) to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the Work are identified in the IFBC documents.

All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by successful bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the IFBC documents.

Inspection of the Project Site(s) is a requirement to be considered for award of this bid. Prior to submitting a bid, each bidder shall examine the Project Site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with Project Site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the Project Plans and Specifications. Bidder shall acknowledge inspection of the Project Site(s) on his/her signed, submitted Bid Form.

#### **A.07 ADDENDA**

Any interpretations, corrections or changes to this IFBC will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the 'Planholders' link.

All addenda are a part of the IFBC and each Bidder will be bound by such addenda. It is the responsibility of each Bidder to read and comprehend all addenda issued. Failure of any Bidder to acknowledge an issued addendum in its Bid will not relieve the Bidder from any obligation contained therein.

#### **A.08 BID FORMS**

Bids must include the forms provided in this IFBC. If needed, additional pages may be attached to a form. Bidders must fully complete and execute all Bid Forms. Bid Forms must be executed by an authorized official of the company who has the legal authority to bind the company.

#### **A.09 BID EXPENSES**

All costs incurred by Bidder in responding to this IFBC will be the sole responsibility of the Bidder.

#### **A.10 QUESTION AND CLARIFICATION PERIOD**

Each Bidder shall examine all IFBC documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this IFBC, including the sample Agreement, shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org). All questions received and responses given will be provided to potential bidders via an addendum to this IFBC.

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the

Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

**A.11 FALSE OR MISLEADING STATEMENTS**

Bids which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Bid, and the attribute, condition or capability is a requirement of this IFBC. Such Bidder will be disqualified from consideration for this IFBC and may be disqualified from submitting a response on future solicitation opportunities with the County.

**A.12 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
  - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent successful Bidder receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

**A.13 LOBBYING**

After the issuance of any IFBC, prospective bidders, bidders, or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFBC with any officer, agent or employee of Manatee County other than the Procurement Official or the contact identified in this IFBC, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFBC and ends upon execution of the final Agreement or when the IFBC has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

**A.14 UNBALANCED BIDDING PROHIBITED**

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified given bid requirements and industry and market conditions, the Bid will

be presumed to be unbalanced. Examples of unbalanced Bids will include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the Bids of competitive Bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event County determines that a Bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its Bid. County reserves the right to deem any presumptive unbalanced Bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

#### **A.15 FRONT LOADING OF BID PRICING PROHIBITED**

Prices offered for performance and/or acquisition activities which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event County determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. County reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

#### **A.16 WITHDRAWAL OR REVISION OF BIDS**

Bidders may withdraw Bids under the following circumstances:

- a. If Bidder discovers a mistake(s) prior to the Due Date and Time. Bidder may withdraw its Bid by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Bids. A copy of the request shall be retained, and the unopened Bid returned to the Bidder; or
- b. After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact if:
  1. The mistake is clearly evident in the solicitation document; or
  2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made in the Bid. Request to withdraw a Bid must be in writing and approved by the Procurement Official.

#### **A.17 IRREVOCABLE OFFER**

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the

goods or services set forth in this IFBC or until one or more of the Bids have been duly accepted by County, whichever occurs first.

**A.18 RESERVED RIGHTS**

County reserves the right to accept or reject any and/or all bids, to waive irregularities and minor technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that Bidder who makes the lowest Bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFBC documents or otherwise required by County.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFBC.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

**A.19 APPLICABLE LAWS**

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Agreement. Any involvement with the Manatee County Procurement Division shall be in accordance with the Manatee County Procurement Ordinance as amended.

**A.20 COLLUSION**

By submitting a bid in response to this IFBC, Bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Further, Bidder, and in the case of a joint bid each party thereto, certifies as to their own organization, that in connection with this IFBC that:

- a. All prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. All prices and/or cost data quoted for this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;

- c. No attempt has been made, or will be made, by Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. The only person or persons interested in this bid is/are named in Bidder's Bid and that no person other than those identified has any interest in the Bid or in the resulting Agreement to be entered into.
- e. No person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by Bidder for purpose of doing business.

**A.21 CODE OF ETHICS**

With respect to this and any bid, if a Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be ineligible for award to perform the work described in this IFBC, and may be disqualified from submitting on any future quote or bid requests to supply goods or services to Manatee County. By submitting a bid, the Bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld.

**A.22 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid 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 an agreement 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 following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Procurement Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

**A.23 SCRUTINIZED COMPANIES**

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this

solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant. To the extent a certification is required, it shall be provided on the form located at Appendix F *Vendor Certification Regarding Scrutinized Companies Lists*.

**A.24 AGREEMENT**

The successful Bidder will be required to execute the Agreement, a sample of which is attached hereto and made a part hereof. The County will transmit the Agreement to the successful Bidder for execution. The successful Bidder agrees to deliver the required number of duly executed copies of the Agreement, with any other required documents, to the County within ten calendar days of receipt.

**A.25 LEGAL NAME**

Bidders shall clearly indicate the full legal name, including any d/b/a, address, email address, and telephone number on the Bid Form. Bid Forms shall be signed above the typed or printed name and title of the signer. The signer must be an official of the organization and have the authority to bind the bidder to the submitted bid.

When bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a bidder, the authorized corporate officers shall sign.

Bidders who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by County.

When submitting a bid as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a bid.

**A.26 DISCOUNTS**

All discounts must be incorporated in the prices contained in the bid and not shown separately. Unless otherwise specified in this IFBC, pricing must be all inclusive, including delivery costs. The prices indicated on the Pricing Form shall be the prices used in determining award.

**A.27 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Bidder is prohibited from delineating a separate line item in its bid for any sales or service taxes.

The successful Bidder will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

**A.28 QUALITY**

Unless otherwise specifically provided in the IFBC documents, all goods provided shall be new, the latest make or model, of the best quality, of the highest grade of workmanship, and of the most suitable for the purpose intended.

Unless otherwise specifically provided in the IFBC documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

**A.29 AUTHORIZED PRODUCT REPRESENTATION**

Bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

**A.30 ROYALTIES AND PATENTS**

The successful Bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Successful Bidder shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save County harmless from loss on account thereof, including costs and attorney's fees.

**A.31 AMERICANS WITH DISABILITIES ACT**

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or bid opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

**A.32 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFBC and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

**A.33 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES**

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at [https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd) or by calling (850) 487-0915.

**A.34 DELIVERY**

Unless otherwise specified, all prices shall include all delivery cost (FOB Destination).

**A.35 MATHEMATICAL ERRORS**

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the Bid.

2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
3. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting its Bid.
4. Regardless of the type of bid pricing form used, all Bids shall be reviewed mathematically by the County using these standards.

#### **A.36 SUBCONTRACTORS**

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work each will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful Bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

#### **A.37 E-Verify**

Prior to the employment of any person under this contract, the successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a bid in response to this IFBC, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

#### **A.38 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this IFBC become "Public Records," and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the bids shall be conducted at the public opening.

Based on the above, County will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid.

If County rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

Pursuant to Florida Statutes 119.0701, to the extent successful Bidder is performing services on behalf of the County, successful Bidder must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Bidder transfers all public records to the public agency upon completion of the contract, the successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Bidder keeps and maintains public records upon completion of the contract, the successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Phone: (941) 742-5845**

**Email: [debbie.scaccianoce@mymanatee.org](mailto:debbie.scaccianoce@mymanatee.org)**

**Mail: Manatee County BCC**

**Attn: Records Manager**

**1112 Manatee Ave W.**

**Bradenton, FL 34205.**

### **A.39 LOCAL PREFERENCE**

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its Bid that for at least six (6) full months prior to the advertisement of this IFBC it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

Local preference shall not apply to the following categories of agreements:

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state.
4. To qualify for local preference under this section, **a local business must certify to County** by completing an **"Affidavit as to Local Business Form,"** which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.
5. It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

### **A.40 VENDOR REGISTRATION**

Registering your business will provide Manatee County a sourcing opportunity to identify suppliers of needed goods and services and identify local businesses. To register as a supplier with the County go to [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). For assistance with supplier registration, call the Procurement Division main number at (941) 749-3014. Office hours are Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays.

A link to Vendor Registration is listed on the Procurement Division's web page at <http://www.mymanatee.org/home/government/departments/financial-management/purchasing.html>. Click on "Register as a Vendor", then "Vendor Registration Form". Registration is not mandatory to submit a Bid.

### **A.41 ENVIRONMENTAL SUSTAINABILITY**

All bidders are encouraged to use as many environmentally preferable "green" products, materials, as supplies, as possible to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidder shall acknowledge in its Bid if Bidder has an environmental sustainability initiative. In addition, Bidder shall submit with its Bid a brief summary of Bidder's environmental sustainability initiative. This information will be used as a determining factor in the award decision when all other factors, including local preference, are otherwise equal.

### **A.42 ePAYABLES**

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If Bidder is interested in participating in this program, complete the ePayables Application attached herein and return the completed form via email to [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com).

#### **A.43 BASIS OF AWARD**

County will not make award to a Bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Bidder attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Bidder's statement is discovered to be false, bidder will be subject to suspension and/or debarment and the County may terminate any award it has with bidder.

Award shall be to the lowest, responsive, responsible bidder(s) meeting specifications which includes delivery time requirements, qualification requirements, and having the lowest total offer for requirements listed on the Bid Form for the Work as set forth in this IFBC. Bid prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work to the County's satisfaction, in accordance with and in the manner set forth and described in the IFBC documents and within the prescribed time.

Only one (1) completion schedule for 120 calendar days shall be submitted and considered.

In evaluating Bids, County shall consider the qualifications of the Bidders; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more responsive, responsible bids which are equal with respect to price and all other evaluation factors are received, the bid from the local business shall be given preference in award.

Whenever two or more responsive, responsible bids which are equal with respect to price are received, and both or neither of these bids are from a local business, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Procurement Division and open to the public.

Bidder acknowledges that County has, or may hire, others to perform work similar to or the same as that which is within the scope of work of this IFBC. In the event that the successful Bidder cannot meet the delivery time or availability requirements of materials, the County, at its sole discretion can obtain the goods and services from other sources.

#### **A.44 SCOPE OF WORK**

The successful Bidder shall furnish and install all materials, equipment and labor which is reasonably inferable and necessary for the proper completion of the Work specified in this IFBC, whether specifically indicated in the IFBC or not.

The successful Bidder shall furnish all shop drawings, work drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these Specifications.

The successful Bidder shall perform the Work complete, in place and ready for continuous service and shall include any repairs, replacements, and / or restoration required as a result of damages caused prior to acceptance by the County.

The successful Bidder shall provide equipment, material, and labor for the successful replacement of a facility generator and the addition of emergency air conditioning receptacles for Manatee County Animal Services. The work shall include the upgrading of the existing electrical service, separation of administrative building from the existing generator automatic transfer switch, addition of automatic transfer switch for the administration building, and connection of both automatic transfer switches to the new generator. The air conditioning receptacles shall provide a means for County facilities personnel to quick connect portable air conditioning units in cases of an emergency.

#### **A.45 COMPLETION OF WORK**

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. Completion time shall be based on 120 calendar days.

#### **A.46 LIQUIDATED DAMAGES**

If the successful Bidder fails to achieve substantial completion of the Work within the contract time and as otherwise required by the Agreement (to include not only the entire Work but any portion of the Work as set forth therein), the County shall be entitled to retain or recover from the successful Bidder, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar day, commencing upon the first day following expiration of the contract time and continuing until the actual date of substantial completion.

Such liquidated damages are hereby agreed to be a reasonable estimate of damages the County will incur because of delayed completion of the Work. The County may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the County at the demand of the County, together with interest from the date of the demand at the maximum allowable rate.

#### **A.47 CONTRACT CONTINGENCY WORK**

Contract contingency is a monetary allowance used solely at County's discretion to handle unexpected conditions as required to satisfactorily complete the Work in accordance with the IFBC documents. A Field Directive must be issued by an authorized County representative to authorize use of contract contingency funds.

The percentage for contract contingency is listed on the Bid Form. Bidder shall enter the dollar amount for contract contingency based on the percentage of the total base bid. The total contract award will include contract contingency.

Appropriate uses of contract contingency include increases to existing bid item quantities that do not change the initial scope of Work, which may be directed by County staff; modification items not originally bid which were unforeseen yet necessary during the Work to provide a safe, complete Project and that do not change the initial scope of Work; and unanticipated conflicts and/or design changes required during construction which are necessary to provide a safe, complete Project and that do not change the initial Scope of Work.

Inappropriate uses of contract contingency include anything that changes the initial scope of Work, including the Contract Sum and Contract Time, and adding bid items not previously contemplated that change the initial scope of Work.

**A.48 LICENSES AND PERMITS**

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

**A.49 PROTEST**

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

**A.50 ACCESSIBILITY**

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by phone at 941-748-4501 X3014.**

Successful Bidder shall ensure all its electronic information, documents, applications, reports, and deliverables required under this Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Bidder shall

provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Bidder shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

**A.51 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County’s website ([www.mymanatee.org](http://www.mymanatee.org) > Business > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Non-Mandator Information Conference and Facility Tour at the Manatee County Animal Shelter, 305 25 <sup>th</sup> St. W, Palmetto, FL 34221	January 10, 2020 at 2:45 PM
Question and Clarification Deadline	January 17, 2020
Final Addendum Posted	January 24, 2020
Bid Response Due Date and Time	January 30, 2020, 3:00 PM, ET
Due Diligence Review Completed	February 2020
Projected Award	February 2020

NOTE: Any statements contained in the Scope of Work, Bid Summary, Construction Agreement, General Conditions of the Construction Agreement and/or Exhibits which vary from the information in Section A, Information for Bidders, shall have precedence over the Information for Bidders.

**END OF SECTION A**

**SECTION B, BID FORMS**

(To be completed and returned with Bid)

**APPENDIX A, MINIMUM QUALIFICATIONS**

## **APPENDIX A, MINIMUM QUALIFICATIONS**

IFBC No. 20-R073239AJ

Bidders must submit the information and documentation requested in this Attachment that confirms Bidder meets the following minimum qualification requirement(s):

1. Must have been registered with the State of Florida, Division of Corporations to do business in Florida.

**No documentation is required. The County will verify registration.**

2. Must have possessed a Certified Electrician License issued by the Florida Department of Business and Professional Regulation for a period of at least three consecutive years since January 1, 2017. License must be current and valid through the Due Date for submission of bids for this IFBC.

**Provide a copy of Bidder's Certified Electrician License issued by the Florida Department of Business and Professional Regulation and documentation confirming Bidder has been licensed and/or certified for the period of January 1 ,2017 through the date of submission of the Bid.**

3. Bidder has provided utility electrical and mechanical systems for at least three commercial clients since January 1, 2017 in which each project included at least three of the following components: (i) demolition, (ii) installation and repair of utility electrical systems, (iii) installation and repair of mechanical systems, and (iv) replacement of a facility generator.

**Provide the following information for the three qualifying clients.**

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)

4. Bidder, on the day the bid is submitted, has a certified or registered Qualifying Agent, as required by Section 489.119, Florida Statutes.

**Submit a copy of Bidder's Qualifying Agent's registration or certification along with supporting documentation confirming Qualifying Agent.**

5. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor Lists.

**No documentation is required, the County will verify.**

6. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

IFBC No. 20-R073239AJ

**If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation. If Bidder is not a joint venture, provide a statement to that effect.**

7. Bidder has no reported conflict of interests in relation to this IFBC.

**Submit a fully completed copy of Appendix I. If applicable, on a separate page disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that affect.**

[END OF APPENDIX A]

**APPENDIX B, BIDDER'S QUESTIONNAIRE**

**Bidder must fully complete and return this form with its Bid. Bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)**

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID**

**Bidder must fully complete and return this form with its Bid. Bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)**

1. Bidder Information

FEIN # \_\_\_\_\_

Full Legal Name of Company Including any DBA \_\_\_\_\_

Physical Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2. Bidder's primary contact for this solicitation

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Bidding as:     individual     partnership     corporation  
                           joint venture

4. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Bidder has been in business (under the above name) for \_\_\_\_\_ years.

6. Has Bidder had any bankruptcy filings in the past five years? \_\_\_\_\_, If yes, explain.

\_\_\_\_\_  
\_\_\_\_\_

BIDDER: \_\_\_\_\_

7. Has Bidder been a party to any litigation in the past five years that would affect its ability to provide the goods or services required? If yes, provide summary details. If no, provide a statement to that effect.

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8. Has Bidder been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address and phone number) and why.

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9. Have you ever failed to complete Work awarded to you? Or failed to complete projects within contract time? If so, state when, where (contact name, address, phone number) and why.

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10. Has Bidder been debarred or prohibited from providing a bid to a governmental entity in the past five years? If yes, name the entity and describe the circumstances.

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11. Does Bidder plan to subcontract any part of the work? If so, describe which portion(s) and to whom.

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12. If any part of work will be subcontracted, list MBE/DBE/WBE/VETERAN to be utilized. Include the estimated dollar amount of the portion of Work each will perform.

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BIDDER: \_\_\_\_\_

13. What equipment does Bidder own to accomplish this Work? (A listing may be attached)

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14. What equipment will you purchase/rent for the Work? (Specify which)

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15. If applicable to the Work for this IFBC, Drilling Supervisor Qualifications: Contractor shall provide a boring specialist who shall remain on the project site during the entirety of the directional boring operation. This includes, but is not limited to, drilling fluid preparation, seaming, boring and pulling. The boring specialist shall have a minimum of five (5) years' experience in supervising directional bores of similar nature, diameter, materials and lengths. (Reference: Specification Section 02619, Horizontal Directional Drilling).

Provide the contact information for a minimum of three (3) projects wherein the boring specialist has performed this type of work, diameter, materials and lengths.

Boring specialist's name: \_\_\_\_\_

Boring specialist's years of experience in supervising directional bores \_\_\_\_\_

Provide contact name, and contact number for projects:

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16. If applicable to the Work for this IFBC, Pipe Fusion Qualifications: All boring and fusing equipment shall be certified for operation. The Contractor responsible for thermal butt fusing pipe and fittings shall have manufacturer certification for performing such work or a minimum of five (5) years of experience performing this type of work.

Thermal butt fusing pipe and fittings contractor or subcontractor's name: \_\_\_\_\_

Attach a copy of contractor's/subcontractor's manufacturer certification to this Questionnaire

OR

Provide contractor's/subcontractor's years of experience in thermal butt fusing pipe and fittings \_\_\_\_\_

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If manufacturer certification is not provided, include contact name, and contact number for projects that confirms five years of experience:

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BIDDER: \_\_\_\_\_

17. If applicable to the Work for this IFB, Pipe Bursting Qualifications: The Contractor shall be certified by the manufacturer of the pipe bursting system that they are fully trained licensed installer of the manufacturer's pipe bursting system. Contractor shall provide a letter to the County documenting this requirement. (Reference: Specification Section 02619A, Pipe Bursting (PB) of Existing Mains).

18. List the following regarding the surety which is providing the bond(s):

Surety's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name, address, phone number and email of surety's resident agent for service of process in Florida:

Agent's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

19. Is Bidder a local business as defined in Section A.38, Local Preference?

Yes       No

If yes, by signing below Bidder certifies that for at least six months prior to the advertisement date of this IFB it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota counties with at least one full-time employee at that location.

BIDDER NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE/DATE: \_\_\_\_\_

PHYSICAL ADDRESS OF QUALIFYING LOCAL LOCATION: \_\_\_\_\_  
\_\_\_\_\_

NAME OF QUALIFYING EMPLOYEE AT LOCAL LOCATION: \_\_\_\_\_

20. Confirm if Bidder has an environmental sustainability initiative as defined in Section A.41.

Yes       No

If yes, submit a brief summary (2-3 paragraphs) of the environmental sustainability initiative.

BIDDER: \_\_\_\_\_

**APPENDIX C, ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PROCUREMENT CODE

**Bidder must fully complete and return this form with its Bid. This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.**

This sworn statement is submitted to the Manatee County Board of County Commissioners by

\_\_\_\_\_ [Print individual's name and title]

for \_\_\_\_\_ [Print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.

I understand that no person or entity shall be awarded or receive an Owner’s Agreement for public improvements, procurement of goods or services (including professional services) or an Owner’s lease, franchise, concession or management agreement, or shall receive a grant of Owner’s monies unless such person or entity has submitted a written certification to Owner that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of Owner’s Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH** PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

\_\_\_\_\_  
[Signature]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

Who is personally known / has produced \_\_\_\_\_ as identification  
[Type of identification]

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**APPENDIX D, FLORIDA TRENCH SAFETY ACT**

**Bidder must fully complete and return this form with its Bid. This form must be signed in the presence of a notary public or by an officer authorized to administer oaths.**

1. This Sworn Statement is submitted with **IFBC NO. 20-R073239AJ**
2. This Sworn Statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and, if applicable, its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.
3. Name of individual signing this Sworn Statement is: \_\_\_\_\_  
Whose relationship to the above entity is: \_\_\_\_\_.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and Engineer of Record, and any of their agents or employees from any claims arising from the failure to comply with said standard.

6. The undersigned has appropriated the following costs for compliance with the applicable standards:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
a. _____	_____	_____	\$ _____	_____
b. _____	_____	_____	\$ _____	_____
c. _____	_____	_____	\$ _____	_____
d. _____	_____	_____	\$ _____	_____

7. The undersigned intends to comply with these standards by instituting the following procedures:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE UNDERSIGNED, in submitting this bid, represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as they may deem necessary to adequately design the trench safety system(s) to be utilized on this project.

\_\_\_\_\_  
(Authorized signature / Title)

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
**(Impress official seal)**

Notary Public, State of Florida: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**APPENDIX F, Scrutinized Company Certification**

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

**Bidder must fully complete and return this form with its Bid.**

Company \_\_\_\_\_ FID or EIN No. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I, \_\_\_\_\_, as a representative of \_\_\_\_\_

certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**APPENDIX G, INSURANCE STATEMENT**

**THE UNDERSIGNED** has read and understands the aforementioned insurance and bond requirements of the Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: \_\_\_\_\_

Consultant Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Phone: \_\_\_\_\_

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_

Surety Phone: \_\_\_\_\_

***Please return this completed and signed statement with your Bid.***

**APPENDIX H, ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addendum No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

Print or type Bidder's information below:

Name of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Printed Name, Title, Date: \_\_\_\_\_

**APPENDIX I, AFFIDAVIT OF NO CONFLICT**

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

BEFORE ME, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared, \_\_\_\_\_, a principal with full authority to bind \_\_\_\_\_ (hereinafter the "Affiant"), who being first duly sworn, deposes and says:

- (a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Affiant to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into an Agreement for ANIMAL SHELTER ELECTRICAL SERVICE REBUILD.

If applicable, on a separate page Bidder shall disclose the name of any officer, director or agent of Bidder who is also an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interest are present, submit a statement to that affect.

\_\_\_\_\_  
[Supplier Signature]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is personally known \_\_\_\_\_ OR Produced \_\_\_\_\_ [Type of identification]

\_\_\_\_\_  
Notary Public Signature

My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**APPENDIX J, BID PRICING FORM**

IFBC NO. 20-R073239AJ ANIMAL SHELTER ELECTRICAL SERVICE REBUILD.

**Total Bid Price/Offer for Bid:** \$ \_\_\_\_\_ Complete. Based on a completion time of 120 calendar days.

We, the undersigned, hereby declare that we have carefully reviewed the IFB Documents in their entirety and with full knowledge and understanding of the Bid information and all its requirements, submit this Bid, which is complete in meeting each specification, term, and condition contained therein.

As Bidder, we understand that the IFB documents, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between County and the successful Bidder. Failure by successful Bidder to comply with such specifications, terms and conditions shall result in Agreement default, whereupon, the defaulting successful Bidder shall be required to pay for all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit its bid bond.

**Authorized Signature(s):** \_\_\_\_\_

**Name and Title of Above**

**Signer(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID FORM****IFBC 20-R073239AJ****ANIMAL SHELTER ELECTRICAL SERVICE REBUILD**(Contractor to fill in fields marked in **red**)

U/M Codes: LS = Lump Sum; EA = Each; LF = Lineal Foot; SY = System

Item #	Demolition and General	U/M	QTY	UNIT COST	TOTAL BID PRICE
1	Mobilization/Demobilization	LS	1	\$ -	\$ -
2	Remove existing generator & equipment	LS	1	\$ -	\$ -
Sub-Total					\$ -
3	Build New Utility Rack and Connect	LS	1	\$ -	\$ -
4	Separate Admin Load - Work at Existing Disconnect	LS	1	\$ -	\$ -
5	Generator Install and Location Work	LS	1	\$ -	\$ -
6	Labeling - Apply Permanent Labels to All Disc. & Panels	LS	1	\$ -	\$ -
7	Commissioning and Testing	LS	1	\$ -	\$ -
Sub-Total					\$ -
8	Emergency AC Panel and Subpanel	LS	1	\$ -	\$ -
9	Emergency AC Twist Locks	LS	1	\$ -	\$ -
Sub-Total					\$ -
<b>TOTAL BASE BID - BASED ON COMPLETION TIME OF 120 CALENDAR DAYS</b>					\$ -
10	Contingency (10% ) to be used ONLY with County's review and pre-approval from Manatee County.	10.0%			\$ -
<b>TOTAL OFFER FOR BID WITH CONTRACT CONTINGENCY -BASED ON COMPLETION TIME OF 120 CALENDAR DAYS</b>					\$ -

AUTHORIZED SIGNATURE(S):

NAME AND TITLE:

DATE:

**SECTION C, BID ATTACHMENTS**

## **Bid Attachment 1, INSURANCE AND BOND REQUIREMENTS**

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

### **Automobile Liability Insurance Required Limits**

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

*This policy shall contain severability of interests' provisions.*

### **Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

*This policy shall contain severability of interests' provisions.*

### **Employer's Liability Insurance**

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

- Worker's Compensation Insurance**
- US Longshoremen & Harbor Workers Act**
- Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

**Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

**Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

**Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

**Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the

coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

**Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

**Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

**Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

**Pollution Liability**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

**Asbestos Liability (If handling within scope of Contract)**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

**Disposal**

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

**Hazardous Waste Transportation Insurance**

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

**Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

**Garage Keeper's Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

**Bailee's Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

**Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

**Other [Specify]**

**BOND REQUIREMENTS**

**Bid Bond**

A Bid Bond in the amount of 5% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of 5% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

**Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

## INSURANCE REQUIREMENTS

### I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

#### 1. Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the successful Bidder, his agents, representatives, and employees; products and completed operations of the successful Bidder; or automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the successful Bidder shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The successful Bidder's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of successful Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### 2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the successful Bidder for the County.

### II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, successful Bidder will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

3. The project's solicitation number and title shall be listed on each certificate.
  4. successful Bidder shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  5. successful Bidder agrees that should at any time successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  7. The successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of successful Bidder's obligation to provide and maintain the insurance coverage specified.
- IV. The enclosed Hold Harmless Agreement shall be signed by the successful Bidder and shall become a part of the contract.

- V.** Successful Bidder understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
  
- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

**Bid Attachment 2, TECHNICAL SPECIFICATIONS**



# ANIMAL SERVICES ELECTRICAL SERVICE UPGRADE AND GENERATOR PROJECT

## SPECIFICATIONS



MECHANICAL | ELECTRICAL | PLUMBING | FIRE PROTECTION  
No matter the Scope, **KPI** has YOU Covered!

PROJECT NO. KPI 191100

The following lists relevant specification sections for the above referenced projects. Please note the intent of the specifications is to provide general guidance on the minimum requirements of the equipment intended for use. The specifications are not exhaustive and the equipment provide shall be able to operate as a system and as intended.

### **Relevant Section List**

- 012000 - Measurement and Payment
- 260500 – Common Work Results for Electrical
- 260526 – Grounding and Bonding for Electrical Systems
- 260529 – Hangers and Supports for Electrical Systems
- 260533 – Raceway and Boxes for Electrical Systems
- 260543 – Underground Ducts and Raceways for Electrical Systems
- 260553 0 Identification for Electrical Systems
- 262713 – Electricity Metering
- 262726 – Wiring Devices
- 262813 – Fuses
- 262816 – Enclosed Switches and Circuit Breakers
- 263213 – Engine Generators
- 263600 – Transfer Switches

SECTION 012000 – Measurement and Payment

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes an itemized list of general expectations for each line item on the bid form.
- B. Applies only to Animal Services Electrical Service and Generator Project.

1.2 SUBMITTALS

- A. CONTRACTOR prepared bid form including clarifications, exceptions and explanations of included work.

1.3 QUALITY ASSURANCE

- A. Comply with requirements as set forth within the bid documents.

1.4 EXPLANATIONS AND DEFINITIONS

- A. The following explanation of the Measurement and Payment for the Bid Schedule items is made for information and guidance. The measurements and payments form(s) and information may not explicitly include all items required to complete the work and accomplish a code compliant working system. Exclusion or omission of any item in this description shall not be interpreted to change the intent of the Bid Schedule or relieve the CONTRACTOR of the necessity of furnishing such as a part of the Work and Contract. Measurement and payment for all Contract Items shall be in accordance with this section or as modified by Supplemental Terms and Conditions agreed upon with the COUNTY (if applicable).

1.5 MEASUREMENT

- A. The quantities set forth in the Bid Schedule are approximate and are given to establish a uniform basis for the comparison of bids. The COUNTY reserves the right to increase or decrease the quantity of any class or portion of the work during the progress of construction in accordance with the terms of the Contract.

1.6 PAYMENT

- A. Refers to the making of payment for the items listed on the Bid Schedule on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, restoration of disturbed

areas, and all other appurtenances to complete the construction and installation of the work as shown on the drawings and described in the specifications.

- B. Unit prices are used as a means of computing the final figures for bid and Contract purposes, for periodic payments for work performed, for determining value of additions or deletions and wherever else reasonable.

#### 1.7 SCHEDULE OF VALUES

- A. Approval – CONTRACTOR shall submit for approval a preliminary schedule of values, in duplicate, for all of the Work. Prepare preliminary schedule in accordance with the Terms and Conditions. Submit preliminary schedule of values within 10 calendar days after the Effective Date of the Agreement. Submit final schedule of values in accordance with the Terms and Conditions agreed upon with the COUNTY.
- B. Format – CONTRACTOR shall use a format that demonstrates work progress or complete units to facilitate evaluation and payment. Identify each line item with number and title of the major specification items. Identify site mobilization, bonds and insurance. Include within each line item, a direct proportional amount of CONTRACTOR’s overhead profit.
- C. Revisions – with each Application for Payment, CONTRACTOR shall revise schedule to list approved Change Orders.

#### 1.8 DOCUMENTATION – PRE AND POST CONSTRUCTION PICTURES

- A. CONTRACTOR shall document pre-construction, construction, and post-construction conditions via digital media – pictures (and video as appropriate). The media shall demonstrate final improvements. Media shall be provided with progress applications and between substantial and final completion for “as-built” conditions.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. As listed in other sections

### PART 3 - EXECUTION

#### 3.1 MEASUREMENT AND PAYMENT

- A. COUNTY shall make payment on the basis of work actually performed completing each item in the Bid, such work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and

described in the specifications. Payment for each item includes compensation for cleanup and restorations. Cost of cleanup and surface restorations (including pavement replacement) will be considered as the percentage retained in accordance with the Contract Documents, and complete payment will not be made until cleanup, restorations and as-builts are completed.

3.2 BID DOCUMENTS DEFINED VALUES (all labor, materials, equipment and incidental costs are a part of each definition) – contractor shall provide schedule of values (estimate) using the format specified within the bid documents.

1. **Mobilization/Demobilization** - payment for mobilization and demobilization will be made at the Contract lump sum price in accordance with COUNTY specifications.
2. **Remove Existing Generator & Equipment** – payment for removal and proper disposal of existing equipment made obsolete by the work.
3. **Build New Utility Rack and Connect** – payment for site preparation and installation of necessary equipment and hardware to create a new service rack meeting the requirements of the project – increased services capacity, service to each building. Some of the required details listed below.
  - a. **Install CT Cabinet** – provide and install a utility approved CT cabinet at the new utility rack.
  - b. **Provide and Install (P&I) Cables from CT to Weatherhead** – providing and installing the service cables for connection to the utility including coordination with utility for obtaining information about approved methods and approval of methods selected.
  - c. **P&I Conduit & Cables from service trough to 200A disconnect** – feeders from the new service rack to the 200A disconnect serving the administrative building.
  - d. **Install 200A Disconnect & Terminate Cables into Disconnect** – installation of new 200A disconnect for Administration Building Loads.
  - e. **P&I Conduit & Cables from service trough to 400A disconnect** – feeders from the new service rack to the 400A disconnect serving remaining buildings.
  - f. **Install 400A Disconnect & Terminate Cables into Disconnect** – installation of new 400A disconnect for remaining loads.
4. **Separate Administration Building Load** – payment for performing work necessary to separate the Administrative Building loads from existing service.
5. **Generator Install and Location Work** – payment for generator and related work for interconnection to the electrical system. Some of the required details listed below.
  - a. **Generator PAD enhancement/expansion** – sizing or extension of pad to accommodate new generator including coordination of generator connections.
  - b. **120/240V Single-Phase Generator and New 200A ATS #2** – acquisition and delivery of generator and new ATS to site for installation.
  - c. **Control, battery and indication (assume cables in place)** – work necessary to ensure generator support equipment is functional and generator monitoring requirements are addressed.
  - d. **Terminate Cables in New Generator** – termination of feeders into generator for interconnection with electrical system.
  - e. **Terminated Cables into ATS #2** – termination of cables into new ATS

MANATEE COUNTY  
ANIMAL SERVICES ELECTRICAL SERVICE AND GENERATOR  
KPI ENGINEERING, INC.  
PROJECT NO. KPI 191100

- f. **P&I Conduit and Cables from generator to new SE Rated ATS #2** – feeders for interconnection of new ATS to generator.
- 6. **Labeling** – payment for applying permanent labels to all disconnects and panels (including existing) for ease of identification by COUNTY personnel.
- 7. **Commissioning and Testing** – payment for commissioning and testing of systems for proper start-up and function.
- 8. **Emergency AC Subpanel for Separate Building** – payment for the installation of a sub-panel to serve the emergency AC twist lock receptacles at separate building. To meet code requirements a service to a different building must have a means of disconnect. Some of the required details are listed below.
  - a. **Add 200A subpanel 'F1'** – provide subpanel for all twist lock receptacles
  - b. **P&I Cable & Conduit to Panel 'F1'** – required service cable for new subpanel.
  - c. **Add 100A subpanel 'T1'** – addition of secondary panel to meet code required disconnection means.
  - d. **P&I Cable & Conduit to Panel 'T1'** – required service cable to new panel
  - e. **Miscellaneous work** – work incidental to and required to ensure a working system
- 9. **Emergency AC Twist Locks** – payment for installation of equipment necessary for proper installation of twist lock receptacles to be used in case of emergencies for the quick hook-up of portable AC units. Some of the required details are listed below.
  - a. **Add 7-20amp Circuits** – adding the required number of twist locks to meet the COUNTY's requirements.
  - b. **Add 7-20amp Breakers** – protective devices to serve twist lock receptacles
  - c. **20A Twist Lock Receptacles with J-box** – installation of twist lock receptacles at designated locations.
- 10. **Contingency** – if contingency dollars are approved for use by the COUNTY, payment for work beyond the work described within the documents such as unforeseen site conditions or new work as directed or required by the COUNTY in completing the assignment.

END OF SECTION 012000

SECTION 260500 - 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 other relevant Specification Sections, apply to this Section.
- B. It is not the intent of these specifications to restrict or disallow the use of industry accepted materials, hardware, equipment, and methods. Should an industry accepted materials, hardware, equipment and methods be found to be omitted from these specifications, the contractor shall provide information about such materials, hardware, equipment or methods to the engineer for review and approval.

1.2 CODES AND STANDARDS

- A. The work shall be in conformance with the following:
  - 1. Adopted and applicable codes as listed on the plans; and
  - 2. All applicable rules and regulations of local authorities having jurisdiction
- B. Comply with applicable requirements of NEMA Standards Publications pertaining to materials and equipment installed.
- C. Comply with applicable requirements of National Recognized Testing Laboratory safety and testing standards pertaining to electrical systems. Provide products and components which are listed or labeled by a recognized national testing laboratory.
- D. Comply with specific direction as noted on the plans – plans shall supersede these specifications.

1.3 SUMMARY

- A. This Section includes the following:
  - 1. Supporting devices for electrical components.
  - 2. Electricity metering components.
  - 3. Concrete equipment bases.
  - 4. Electrical demolition.
  - 5. Cutting and patching for electrical construction.
  - 6. Touchup painting.
  - 7. Temporary electrical service.

1.4 SUBMITTALS

- A. Product Data: Provide product data for equipment and hardware proposed for use in the project.

- B. Shop Drawings: Dimensioned plans and sections or elevation layouts to be used for coordination with other disciplines.
- C. Field Test Reports: Indicate and interpret test results for compliance with equipment performance requirements as indicated by the manufacturer or code requirements. Field test reports are to be completed by the contractor unless stated otherwise on the drawings. Oversight of such testing is not required unless otherwise indicated by the Authority Having Jurisdiction.

#### 1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, with testing as needed by contractor using industry methods acceptable to authorities having jurisdiction
- B. Comply with NFPA 70, National Electrical Code. It is the intent of these specifications to accomplish a code compliant installation. It is not the intent to exceed code requirements unless the contractor feels that is in the best interest of the project and the specific application.

#### 1.6 COORDINATION

- A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.
  - 1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.
- B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning before closing in the building.
- C. Coordinate electrical service connections to components furnished by utility companies.
  - 1. Coordinate installation and connection of exterior underground and overhead utilities and services, including provision for utility approved electricity-metering components.
  - 2. Comply with requirements of authorities having jurisdiction and of utility company providing electrical power and other services.
- D. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces.
- E. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.
- F. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

## PART 2 - PRODUCTS

### 2.1 SUPPORTING DEVICES

- A. Material: manufactured and listed (as applicable) for its intended purpose with corrosion-resistant coating (as applicable for metal or materials subject to corrosion) acceptable to authorities having jurisdiction.
- B. Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel.
- C. Slotted-Steel Channel Supports: Flange edges turned toward web, and 9/16-inch diameter slotted holes at a maximum of 2 inches o.c., in webs.
- D. Slotted-Steel Channel Supports: Comply with Metal Fabrication requirements for slotted channel framing as applicable.
  - 1. Channel Thickness: Selected to suit structural loading.
  - 2. Fittings and Accessories: Products subject to compliance with channel support manufacturer.
- E. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.
- F. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.
- G. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for non-armored electrical cables in riser conduits. Plugs have number and size of conductor gripping holes as required to suit individual risers. Body constructed of malleable-iron casting with hot-dip galvanized finish.
- H. Expansion Anchors: Carbon-steel wedge or sleeve type.
- I. Toggle Bolts: All-steel springhead type.
- J. Powder-Driven Threaded Studs: Heat-treated steel.

### 2.2 EQUIPMENT FOR UTILITY COMPANY'S ELECTRICITY METERING

- A. Current-Transformer Cabinets: Comply with requirements of serving electric utility company.
- B. Meter Sockets: Comply with requirements of serving electric utility company.
- C. Meter Installation & Location: Comply with requirements of serving electric utility company.
- D. Modular Meter Centers: Serving electric utility company factory-coordinated assembly of a main meter center circuit-breaker unit with wireways, tenant meter socket modules, and tenant branch circuit breakers arranged in adjacent vertical sections, complete with interconnecting buses.

1. Housing: NEMA 250, Type 1 or Type 3R enclosure as indicated or as needed for intended purpose or location.
2. Tenant Branch Circuit Breakers: Rated to protect circuit breakers in downstream panelboards that have an interrupting capacity as indicated or as required by serving electric utility company.

### 2.3 CONCRETE BASES

- A. Concrete Forms and Reinforcement Materials: As specified in Cast-in-Place Concrete section.
- B. Concrete: 3000-psi 28-day compressive strength as specified in Cast-in-Place Concrete section.

### 2.4 TOUCHUP PAINT

- A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.
- B. Galvanized Surfaces: Paint as recommended by item manufacturer.

### 2.5 TEMPORARY ELECTRICAL SERVICE

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces (other trades), occupants of Project while under construction, Architect, testing and inspecting agencies (as applicable), and personnel of authorities having jurisdiction.
- B. Electric Power Service: As applicable, use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- C. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
  1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio as indicated by manufacturers or code.
- D. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
  1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Provide one 100-W incandescent lamp per 500 sq. ft. (45 sq. m), uniformly distributed, for general lighting, or equivalent illumination using HID luminaires.
  3. Provide one 100-W incandescent lamp every 50 feet (15 m) in traffic areas.
  4. Provide one 100-W incandescent lamp per story in stairways and ladder runs, located to illuminate each landing and flight
- E. Install exterior-yard site lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed.

### PART 3 - EXECUTION

#### 3.1 ELECTRICAL EQUIPMENT INSTALLATION

- A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide at least the required code minimum clearances while attempting to provide the maximum possible headroom.
- B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated or where such installation may be counterproductive or restrictive to the work. If materials and components are located in exposed public areas of high traffic, obtain approval prior to installation.
- C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.
- D. Right of Way: Give to raceways and piping systems installed at a required slope.

#### 3.2 ELECTRICAL SUPPORTING DEVICE APPLICATION

- A. Damp Locations and Outdoors: Hot-dip galvanized materials, U-channel system components or other materials approved or listed for damp and outdoor locations.
- B. Dry Locations: Steel materials or other materials approved and listed for dry locations.
- C. Selection of Supports: Comply with manufacturer's written instructions.
- D. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb design load.

#### 3.3 SUPPORT INSTALLATION

- A. Install support devices to securely and permanently fasten and support electrical components.
- B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.
- C. Support parallel runs of horizontal raceways together on trapeze-, bracket-type hangers or pipe hangers or clamps.
- D. Where racked together and where space is left for potential future use, size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.
- E. Support individual horizontal raceways with separate, steel pipe hangers or clamps.
- F. Diameter and threaded of steel hanger rods, shall be sufficiently sized for the intended loads (or weight) of devices supported.

- G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.
- H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.
- I. Simultaneously install vertical conductor supports with conductors.
- J. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches from the box.
- K. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices.
- L. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.
- M. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:
  - 1. Wood: Fasten with wood screws or screw-type nails.
  - 2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
  - 3. New Concrete: Concrete inserts with machine screws and bolts.
  - 4. Existing Concrete: Expansion bolts.
  - 5. Steel: Welded threaded studs or spring-tension clamps on steel.
    - a. Field Welding: Comply with AWS D1.1.
  - 6. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
  - 7. Light Steel: Sheet-metal screws.
  - 8. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

#### 3.4 UTILITY COMPANY ELECTRICITY-METERING EQUIPMENT

- A. Install equipment according to serving electric utility company's written requirements. Provide grounding and empty conduits as coordinated with and required by electric utility company.

#### 3.5 FIRESTOPPING

- A. Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly. Follow listed firestopping assembly/materials installation listing and manufacturer requirements.

### 3.6 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated, but not less than 4 inches larger, in both directions, than supported unit. Follow supported equipment manufacturer's anchorage recommendations and setting templates for anchor-bolt and tie locations, unless otherwise indicated. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Cast-in-Place Concrete section.

### 3.7 SELECTIVE DEMOLITION

- A. While removing temporary or previously used equipment, protect existing electrical equipment and installations to remain. If damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality, and functionality.
- B. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety.
- C. Abandoned Work: Cut and remove buried raceway and wiring, indicated to be abandoned in place, 2 inches below the surface of adjacent construction. Cap raceways and patch surface to match existing finish.
- D. Remove demolished material from Project site.
- E. Remove, store, clean, reinstall, reconnect, and make operational components to be relocated.

### 3.8 CUTTING AND PATCHING

- A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.
- B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing firestopping has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

### 3.9 FIELD QUALITY CONTROL

- A. Inspect installed components for damage and faulty work, including the following:
  - 1. Supporting devices for electrical components.
  - 2. Electrical identification.
  - 3. Concrete bases.
  - 4. Cutting and patching for electrical construction.
  - 5. Touchup painting.

### 3.10 REFINISHING AND TOUCHUP PAINTING

- A. Refinish and touch up paint. Paint materials and application requirements as specified in Painting section.
  - 1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
  - 2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
  - 3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

### 3.11 CLEANING AND PROTECTION

- A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.
- B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION 260500

SECTION 260526 - 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 apply to this Section.

1.2 SUMMARY

- A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.
- B. It is not the intent of these specifications to restrict or disallow the use of industry accepted materials, hardware, equipment, and methods. Should an industry accepted materials, hardware, equipment and methods be found to be omitted from these specifications, the contractor shall provide information about such materials, hardware, equipment or methods to the engineer for review and approval.

1.3 SUBMITTALS

- A. Product Data: For each type of product used in the form of equipment manufacturer cut-sheets and information sheets or other readily available technical publication for the product.
- B. Product Data: For the following:
  - 1. Ground rods.
- C. Contractor performed Field Test Reports: Submit written test reports to include the following:
  - 1. Test procedure used.
  - 2. Test results that comply with requirements.
  - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Contractor shall self-perform necessary testing following acceptable industry and AHJ methods and provide resulting information to general contractor
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, tested and listed by a Nationally Recognized Testing Laboratory or other testing agency acceptable to authorities having jurisdiction, and marked for intended use and environment.

- C.
  - 1. Comply with UL 467 listing for Grounding and Bonding Equipment or equivalent listing from a Nationally Recognized Testing Laboratory.
  
- D. B. Comply with NFPA 70, National Electrical Code. It is the intent of these specifications to accomplish a code compliant installation. It is not the intent to exceed code requirements unless the contractor feels that is in the best interest of the project and the specific application.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. 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. Grounding Conductors, Cables, Connectors, and Rods:
    - a. Apache Grounding/Erico Inc.
    - b. Boggs, Inc.
    - c. Chance/Hubbell.
    - d. Copperweld Corp.
    - e. Dossert Corp.
    - f. Erico Inc.; Electrical Products Group.
    - g. Framatome Connectors/Burndy Electrical.
    - h. Galvan Industries, Inc.
    - i. Hastings Fiber Glass Products, Inc.
    - j. Ideal Industries, Inc.
    - k. ILSCO.
    - l. Kearney/Cooper Power Systems.
    - m. Korns: C. C. Korns Co.; Division of Robroy Industries.
    - n. Lyncole XIT Grounding.
    - o. O-Z/Gedney Co.; a business of the EGS Electrical Group.
    - p. Raco, Inc.; Division of Hubbell.
    - q. Salisbury: W. H. Salisbury & Co.
    - r. Superior Grounding Systems, Inc.
    - s. Thomas & Betts, Electrical.

### 2.2 GROUNDING CONDUCTORS

- A. For insulated conductors, comply with Low-voltage Electrical Power Conductors and Cables section.
  
- B. Material: Copper or aluminum as allowed by code.
  
- C. Equipment Grounding Conductors: Insulated with green-colored insulation.

- D. Isolated Ground Conductors: Insulated with green-colored insulation with yellow stripe. On feeders with isolated ground, use colored tape, alternating bands of green and yellow tape to provide a minimum of three bands of green and two bands of yellow.
- E. Grounding Electrode Conductors: Stranded cable.
- F. Underground Conductors: Bare, tinned, stranded, unless otherwise indicated.
- G. Bare Copper Conductors: Comply with the following:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Assembly of Stranded Conductors: ASTM B 8.
  - 3. Tinned Conductors: ASTM B 33.
- H. Copper Bonding Conductors: As listed or allowed by code for the intended use
  - 1.
- I. Grounding Bus: Bare, annealed copper bars of rectangular cross section, with insulators.

### 2.3 CONNECTOR PRODUCTS

- A. Comply with UL 467 Grounding and Bonding Equipment (or equivalent listing from Nationally Recognized Testing Lab); listed for use for specific types, sizes, and combinations of conductors and connected items.
- B. Bolted Connectors: Bolted-pressure-type connectors tested and listed for this purpose
- C. Compression Connectors: Compression type connectors tested and listed for this purpose.
- D. Welded Connectors: Exothermic-welded type, in kit form, and selected per manufacturer's written instructions.

### 2.4 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel.
- B. Ground Rods: Sectional type; copper-clad steel.
  - 1. Size: 5/8 diameter by 96 inch minimum.

## PART 3 - EXECUTION

- 3.1 APPLICATION – unless otherwise allowed by code, use the following guidelines for construction of grounding system.
  - A. Use copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.
  - B. In raceways, use insulated equipment grounding conductors.

- C. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections.
- D. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.
- E. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
  - 1. Use insulated spacer; space 1 inch (25.4 mm) from wall and support from wall a minimum of 6 inches (150 mm) above finished floor, unless otherwise indicated.
  - 2. At doors, route the bus up to the top of the door frame, across the top of the doorway, and down to the specified height above the floor.
- F. Underground Grounding Conductors: Use [tinned-] copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches (600 mm) below grade or bury 12 inches (300 mm) above duct bank when installed as part of the duct bank.

### 3.2 EQUIPMENT GROUNDING CONDUCTORS

- A. Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.
- B. Install *an* insulated equipment grounding conductor with circuit conductors for the following items:
  - 1. Feeders and branch circuits.
  - 2. Lighting circuits.
  - 3. Receptacle circuits.
  - 4. Single-phase motor and appliance branch circuits.
  - 5. Three-phase motor and appliance branch circuits.
  - 6. Flexible raceway runs.
  - 7. Armored and metal-clad cable runs.
- C. Signal and Communication Systems: For telephone, alarm, voice and data, and other communication systems, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
  - 1. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a grounding bus.
  - 2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.
- D. Metal Poles Supporting Outdoor Lighting Fixtures: Provide a grounding electrode in addition to installing equipment grounding conductor with supply branch-circuit conductors.

### 3.3 INSTALLATION

- A. Ground Rods: Install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes.
  - 1. Drive ground rods until tops are 2 inches (50 mm) below finished floor or final grade, unless otherwise indicated.
  - 2. Interconnect ground rods with grounding electrode conductors. Use approved connecting methods listed for the intended purpose. Make connections without exposing steel or damaging copper coating.
- B. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- C. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use approved/listed connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.
- D. Metal Water Service Pipe: Provide insulated copper grounding conductors from building's main service equipment to main metal water service entrances in accordance to code.
- E.
- F. Bond interior metal piping systems and metal air ducts to equipment grounding conductors of associated pumps, fans, blowers, electric heaters, and air cleaners.
- G. Bond each aboveground portion of gas piping system upstream from equipment shutoff valve.

### 3.4 CONNECTIONS

- A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
  - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
  - 2. Make connections with clean, bare metal at points of contact.
  - 3. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- B. When Using Compression or Exothermic Connections: Follow manufacturer specifications in strict accordance
- C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.

- D. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically noncontinuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.
- E. Tighten screws and bolts for grounding and bonding 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 Wire Connectors or similar standard from Nationally Recognized Testing Lab.
- F. Moisture Protection: Care shall be taken such that moisture will not compromise the integrity of grounding equipment or connections.

### 3.5 UNDERGROUND DISTRIBUTION SYSTEM GROUNDING

- A. Manholes and Handholes: where selected for use by the contractor, manholes and handholes shall be grounded in accordance to code.
- B.

### 3.6 FIELD QUALITY CONTROL

- A. Testing: Contractor shall perform the following field quality-control testing in accordance to accepted industry standards and requirements of the local AHJ.
- B. Testing: Perform the following field quality-control testing:
  - 1. After installing grounding system but before permanent electrical circuitry has been energized, test for compliance with code requirements.
  - 2. Test completed grounding system at each location where a maximum ground-resistance level is specified by code, at service disconnect enclosure grounding terminal. Measure ground resistance not less than two full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests, by the fall-of-potential method according to IEEE 81.
  - 3. Identify location of ground rod and ground rod assembly and other grounding electrodes within as-built plans along with ground test results.
    - a.
  - 4. Excessive Ground Resistance: If resistance to ground exceeds code specified values, notify Engineer promptly and include recommendations to reduce ground resistance.
- C.

END OF SECTION 260526

## SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes:
  - 1. Hangers and supports for electrical equipment and systems.
  - 2. Construction requirements for concrete bases.

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

#### 1.3 SUBMITTALS

- A. Product Data: For steel slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
  - 1. Trapeze hangers. Include Product Data for components.
  - 2. Steel slotted channel systems. Include Product Data for components.
  - 3. Equipment supports.
- C. Welding certificates.

#### 1.4 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

- B. Comply with NFPA 70.

## PART 2 - PRODUCTS

### 2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
1. Available Manufacturers: Any manufacturer providing products compliant with the intended purpose and so tested by a recognized national testing lab shall be allowed
  2. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equivalent:
    - a. Allied Tube & Conduit.
    - b. Cooper B-Line, Inc.; a division of Cooper Industries.
    - c. ERICO International Corporation.
    - d. GS Metals Corp.
    - e. Thomas & Betts Corporation.
    - f. Unistrut; Tyco International, Ltd.
    - g. Wesanco, Inc.
  3. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  4. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
  5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
  6. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

MANATEE COUNTY  
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1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
  - a. Available Manufacturers: Any manufacturer providing products compliant with the intended purpose and so tested by a recognized national testing lab shall be allowed
  - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equivalent:
    - 1) Hilti Inc.
    - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
    - 3) MKT Fastening, LLC.
    - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
  
2. Mechanical-Expansion Anchors: Insert-wedge-type, [**zinc-coated**] [**stainless**] steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
  - a. Available Manufacturers: Any manufacturer providing products compliant with the intended purpose and so tested by a recognized national testing lab shall be allowed
  - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equivalent:
    - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
    - 2) Empire Tool and Manufacturing Co., Inc.
    - 3) Hilti Inc.
    - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
    - 5) MKT Fastening, LLC.
  
3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

### PART 3 - EXECUTION

#### 3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system
  - 1. Secure raceways and cables to these supports with using standard industry methods
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

#### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, IMC, EMT may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.
  - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 4. To Existing Concrete: Expansion anchor fasteners.
  - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
  - 6. To Steel: Spring-tension clamps

7. To Light Steel: Sheet metal screws.
  8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

### 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

### 3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete.
- C. Anchor equipment to concrete base.
  1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

### 3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).
- B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal in accordance with manufacturer recommendations

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- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - 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 apply to this Section.
- B. It is not the intent of these specifications to restrict or disallow the use of industry accepted materials, hardware, equipment, and methods. Should industry accepted materials, hardware, equipment and methods be found to be omitted from these specifications, the contractor shall provide information about such materials, hardware, equipment or methods to the engineer for review and approval.

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical cables and wiring.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. ENT: Electrical non-metallic tubing
- C. FMC: Flexible metal conduit.
- D. IMC: Intermediate metal conduit.
- E. LFMC: Liquidtight flexible metal conduit.
- F. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

- A. Product Data: provide equipment manufacturer cut-, information, or data sheets for surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Coordination Drawings: prepare necessary drawings showing sufficient routing, fabrication and installation details of components for raceways, fittings, boxes, enclosures, and cabinets for coordination with other trades prior to installation.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, tested and listed by a Nationally Recognized Testing Laboratory or other a testing

agency acceptable to authorities having jurisdiction, and marked for intended use and environment.

- B. Comply with NFPA 70, National Electrical Code. It is the intent of these specifications to accomplish a code compliant installation. It is not the intent to exceed code requirements unless the contractor feels that is in the best interest of the project and the specific application.

## 1.6 COORDINATION

- A. Coordinate layout and installation of raceways, boxes, enclosures, cabinets, and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- 1. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

### 2.2 METAL CONDUIT AND TUBING

- A. Manufacturer[s]:

- 1. AFC Cable Systems, Inc.
- 2. Alflex Inc.
- 3. Anamet Electrical, Inc.; Anaconda Metal Hose
- 4. Electri-Flex Co.
- 5. Grinnell Co./Tyco International; Allied Tube and Conduit Div.
- 6. LTV Steel Tubular Products Company
- 7. Manhattan/CDT/Cole-Flex.
- 8. O-Z Gedney; Unit of General Signal.
- 9. Wheatland Tube Co.

- B. IMC: where selected for use and as allowed by code shall comply with ANSI C80.6 Electrical Intermediate Metal Conduit (EIMC).

- C. EMT and Fittings: where selected for use and as allowed by code shall comply with ANSI C80.3 Electrical Metallic Tubing-Steel (EMT-S).

- 1. Fitting: type as permitted by code and per material listings

- D. LFMC: Flexible steel conduit with PVC jacket (Liquid Tight Flexible Conduit).

- E. Fittings: NEMA FB 1; compatible with conduit and tubing materials.

### 2.3 NONMETALLIC CONDUIT

A. Manufacturer[s]:

1. American International.
2. Anamet Electrical, Inc.; Anaconda Metal Hose.
3. Arnco Corp.
4. Cantex Inc.
5. Certaineed Corp.; Pipe & Plastics Group.
6. Condux International.
7. ElecSYS, Inc.
8. Electri-Flex Co.
9. Lamson & Sessions; Carlon Electrical Products.
10. Manhattan/CDT/Cole-Flex.
11. RACO; Division of Hubbell, Inc.
12. Spiralduct, Inc./AFC Cable Systems, Inc.
13. Thomas & Betts Corporation.

B. RNC: where selected for use and as allowed by code shall meet NEMA TC 2 PVC Tubing and Conduit, Schedule 40 and Schedule 80 PVC.

1. RNC Fittings: where selected for use shall meet NEMA TC 3 Fittings for Use with Rigid PVC Conduit and Tubing; match to conduit or tubing type and material

C. ENT and ENT Fittings: where selected for use and as allowed by code shall meet NEMA TC 13 Electrical Nonmetallic Tubing and Fittings

2.4 METAL WIREWAYS

A. Manufacturers:

1. Hoffman.
2. Square D.

B. Material and Construction: Sheet metal sized and shaped as indicated, NEMA 1 or 3R per intended use and environment.

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. Select features, unless otherwise indicated, as required to complete wiring system and to comply with NFPA 70, National Electrical Code.

E. Wireway Covers: Hinged type or Screw-cover type.

F. Finish: Manufacturer's standard enamel finish.

2.5 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers:

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1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
2. Emerson/General Signal; Appleton Electric Company.
3. Erickson Electrical Equipment Co.
4. Hoffman.
5. Hubbell, Inc.; Killark Electric Manufacturing Co.
6. O-Z/Gedney; Unit of General Signal.
7. RACO; Division of Hubbell, Inc.
8. Robroy Industries, Inc.; Enclosure Division.
9. Scott Fetzer Co.; Adalet-PLM Division.
10. Spring City Electrical Manufacturing Co.
11. Thomas & Betts Corporation.
12. Walker Systems, Inc.; Wiremold Company (The)
13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

- B. All boxes shall meet NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum) standards for their intended purpose/use and environment.
- C. Sheet Metal Outlet, Device, Small Pull and Junction Boxes: NEMA OS 1 Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- D. Cast-Metal Outlet, Device, Pull and Junction Boxes: NEMA FB 1, Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable with features and characteristics as needed for intended use and environment.
- E.
- F. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous hinge cover and flush latch.
1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
  2. Nonmetallic Enclosures: Plastic, finished inside.
- G. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage and include accessory feet where required for freestanding equipment.
- H. Non-metallic, PVC enclosures as allowed by code, local jurisdiction and its listing.

## 2.6 FACTORY FINISHES

- A. Finish: For raceway, enclosure, or cabinet components installed where it is desired to apply a finish compatible with the room or location installed, provide manufacturer's standard prime-coat finish ready for field painting.
- B. Finish: For raceway, enclosure, or cabinet components installed within electrical closets or in non-public areas, provide manufacturer's standard paint applied to factory-assembled surface raceways, enclosures, and cabinets before shipping

### PART 3 - EXECUTION

#### 3.1 RACEWAY APPLICATION

##### A. Outdoors:

1. Exposed: IMC, EMT or UV Rated PVC as allowed by code and local jurisdiction
2. Concealed: IMC, EMT, or PVC as allowed by code and local jurisdiction
3. Underground, Single Run: Rigid Non-metallic Conduit.
4. Underground, Grouped: Rigid Non-metallic Conduit.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): Liquid-tight Flexible Conduit.
6. Boxes and Enclosures: NEMA 250, Type 3R or other weather resistant types in accordance with the environment.

##### B. Indoors:

1. Exposed: EMT, PVC as allowed by code and local jurisdiction
2. Concealed: EMT, PVC, or ENT as allowed by code and local jurisdiction
3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): Flexible Metallic Conduit listed for the specific location.
4. Boxes and Enclosures: NEMA 250, Type 1, except as follows:
  - a. Damp or Wet Locations: NEMA 250, Type 3R.

##### C. Minimum Raceway Size: 1/2-inch trade size

##### D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.

#### 3.2 INSTALLATION

- A. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- B. Complete raceway installation before starting conductor installation.
- C. Support raceways as required by code and to minimize undulations.
- D. Install temporary closures to prevent foreign matter from entering raceways.
- E. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portions of bends are not visible above the finished slab.
- F. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.

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- G. Conceal conduit within finished walls, ceilings, and floors, unless otherwise indicated. In areas where finished walls or ceilings are not used such as Parking Garage, conduits shall be neatly installed, tight to the deck were able with supports by code and to prevent undulations.
  - 1. Install concealed raceways with a minimum of bends in the shortest practical distance, considering type of building construction and obstructions, unless otherwise indicated.
- H. Raceways Embedded in Slabs and Rigid Metal conduits in direct contact with earth: Install in middle 1/3 of slab thickness where practical and leave at least 2 inches of concrete cover. Consult structural documents and structural engineer for proper placement of conduits.
  - 1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
  - 2. Space raceways laterally to prevent voids in concrete.
  - 3. Run conduit larger than 1-inch trade size parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
- I. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
  - 1. Run parallel or banked raceways together on common supports.
  - 2. Make parallel bends in parallel or banked runs. Use factory elbows or field bends for parallel raceways based on the application.
- J. Join raceways with fittings designed, approved, and listed for that purpose and make joints tight.
  - 1. Use insulating bushings to protect conductors.
- K. Tighten set screws of threadless fittings with suitable tools.
- L. Terminations – raceway terminations shall be done to code and in accordance with manufacturer specifications. Terminations shall be done in a way that conductor insulation is not damaged. Where necessary, additional protection for cables shall be provided.
- M. Install pull wires in empty raceways. Use pull wire in accordance to cable or wire manufacturer specifications. Pull wire or cable applied to conduits for future use shall clearly state tensile strength. Where left for future use, leave at least 12 inches (300 mm) of slack at each end of pull wire.
- N. As applicable or specifically called out on the plans, telephone and Signal System Raceways shall be installed to code and in accordance to manufacturer specifications. Raceways shall be constructed such that maximum pulling tension for cables pulled through raceways is never exceeded. Separate lengths with pull or junction boxes where necessary to comply with these requirements.
- O. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with a 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 conditioned spaces.
  2. Where otherwise required by NFPA 70.
- P. Stub-up Connections shall be done to code and manufacturer specifications. Connections shall be finished such that maximum pulling tensions for cables is not exceeded.
- Q. Flexible Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semirecessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use LFMC in damp or wet locations.
- R. Set floor boxes level and flush with finished floor surface.
- S. Set floor boxes level. Trim after installation to fit flush with finished floor surface.
- T. Install hinged-cover enclosures and cabinets plumb. Support at each corner.
- 3.3 PROTECTION
- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
- B. Repair damage to paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260543 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
  - 1. Conduit, ducts, and duct accessories for direct-buried and concrete-encased duct banks
  - 2. Handholes and boxes.
- B. It is not the intent of these specifications to restrict or disallow the use of industry accepted materials, hardware, equipment, and methods. Should industry accepted materials, hardware, equipment and methods be found to be omitted from these specifications, the contractor shall provide information about such materials, hardware, equipment or methods to the engineer for review and approval

1.2 SUBMITTALS

- A. Product Data: For accessories for handholes and boxes.
- B. Shop Drawings for Precast or Factory-Fabricated Underground Utility Structures: Include plans, elevations, sections, details, attachments to other work, and accessories, including the following:
  - 1. Duct entry provisions, including locations and duct sizes.
  - 2. Reinforcement details.
  - 3. Frame and cover design and manhole frame support rings.
  - 4. Grounding details.
  - 5. Dimensioned locations of cable rack inserts, pulling-in and lifting irons, and sumps.
  - 6. Joint details.
- C. Shop Drawings for Factory-Fabricated Handholes and Boxes: Include dimensioned plans, sections, and elevations, and fabrication and installation details, including the following:
  - 1. Duct entry provisions, including locations and duct sizes.
  - 2. Cover design.
  - 3. Grounding details.
  - 4. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.

1.3 QUALITY ASSURANCE

- A. Comply with ANSI C2 National Electrical Safety Code.

- B. Comply with NFPA 70, National Electrical Code. It is the intent of these specifications to accomplish a code compliant installation. It is not the intent to exceed code requirements unless the contractor feels that is in the best interest of the project and the specific application.

## PART 2 - PRODUCTS

### 2.1 CONDUIT

- A. Rigid Steel Conduit: Galvanized. Comply with ANSI C80.1 American National Standard for Electrical Rigid Steel Conduit.
- B. Rigid Non-metallic Conduit: NEMA TC 2 PVC Tubing and Conduit, Type EPC-40-PVC and Type EPC-80-PVC, UL 651 Rigid PVC Conduit and Fittings, with matching fittings by same manufacturer as the conduit, complying with NEMA TC 3 PVC Conduit and Fittings and UL 514B Conduit, Tubing, and Cable Fittings Addendum.

### 2.2 NONMETALLIC DUCTS AND DUCT ACCESSORIES

- A. Available Manufacturers: Any manufacturer providing products compliant with the intended purpose and so tested by a recognized national testing lab shall be allowed
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equivalent:
  - 1. ARNCO Corp.
  - 2. Beck Manufacturing.
  - 3. Cantex, Inc.
  - 4. CertainTeed Corp.; Pipe & Plastics Group.
  - 5. Condux International, Inc.
  - 6. ElecSys, Inc.
  - 7. Electri-Flex Company.
  - 8. IPEX Inc.
  - 9. Lamson & Sessions; Carlon Electrical Products.
  - 10. Manhattan/CDT; a division of Cable Design Technologies.
  - 11. Spiraduct/AFC Cable Systems, Inc.
- C. Underground Plastic Utilities Duct: NEMA TC 6 & 8, Type EB-20-PVC, ASTM F 512, UL 651A, with matching fittings by the same manufacturer as the duct, complying with NEMA TC 9.
- D. Duct Accessories:
  - 1. Duct Separators: Factory-fabricated rigid PVC interlocking spacers, sized for type and sizes of ducts with which used, and selected to provide minimum duct spacings indicated while supporting ducts during concreting or backfilling.

2. Warning Tape: use Underground-line warning tape as required by code or as specified by serving electric utility when installing utility owned and provided duct.

### 2.3 HANDHOLES AND BOXES

- A. Description: Comply with SCTE 77 Specification for Underground Enclosure Integrity.
  1. Color: Green
  2. Configuration: Units 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 load rating consistent with enclosure and use.
  4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
  5. Cover Legend: Molded lettering, "ELECTRIC" or "TELEPHONE"
  6. Duct Entrance Provisions: shall allow for ducts to enter enclosure wall.
  
- B. Fiberglass Handholes and Boxes with Polymer Concrete Frame and Cover: Sheet-molded, fiberglass-reinforced, polyester resin enclosure joined to polymer concrete top ring or frame.
  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:
  2. Available Manufacturers: Any manufacturer providing products compliant with the intended purpose and so tested by a recognized national testing lab shall be allowed
  3. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equivalent:
    - a. Armorcast Products Company.
    - b. Carson Industries LLC.
    - c. Christy Concrete Products.
    - d. Synertech Moulded Products, Inc.; a division of Oldcastle Precast.
  
- C. Fiberglass Handholes and Boxes: Molded of fiberglass-reinforced polyester resin, with covers of fiberglass.
  1. Available Manufacturers: Any manufacturer providing products compliant with the intended purpose and so tested by a recognized national testing lab shall be allowed
  2. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equivalent:
    - a. Carson Industries LLC.
    - b. Christy Concrete Products.
    - c. Nordic Fiberglass, Inc.
  
- D.

### PART 3 - EXECUTION

#### 3.1 EARTHWORK

- A. Provisions of this section apply only if performing earthwork in accordance to the contract.
- B. Excavation and Backfill: Comply with Earth Moving section.
- C. Restore surface features at areas disturbed by excavation and reestablish original grades, unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- D. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching.
- E. Cut and patch existing pavement in the path of underground ducts and utility structures

#### 3.2 DUCT INSTALLATION

- A. Slope: Pitch ducts a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two manholes to drain in both directions.
- B. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends in accordance to code and manufacturer specifications for cable.
- C. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.
- D. Duct Entrances to Manholes and Concrete and Polymer Concrete Handholes: Use end bells, spaced approximately 10 inches (250 mm) o.c. for 5-inch (125-mm) ducts, and vary proportionately for other duct sizes.
  - 1. Begin change from regular spacing to end-bell spacing 10 feet (3 m) from the end bell without reducing duct line slope and without forming a trap in the line.
  - 2. Direct-Buried Duct Banks: Install an expansion and deflection fitting in each conduit in the area of disturbed earth adjacent to manhole or handhole.
  - 3. Grout end bells into structure walls from both sides to provide watertight entrances.
- E. Building Wall Penetrations: Make a transition from underground duct to rigid steel conduit at least 10 feet (3 m) outside the building wall without reducing duct line slope away from the building, and without forming a trap in the line. Use fittings manufactured for duct-to-conduit transition.

- F. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig (1.03-MPa) hydrostatic pressure.
- G. Pulling Cord: Install 100-lbf- (445-N-) test nylon cord in ducts, including spares.
- H. Concrete-Encased Ducts: Support ducts on duct separators.
1. Separator Installation: Space separators close enough to prevent sagging and deforming of ducts, with not less than 4 spacers per 20 feet (6 m) of duct. Secure separators to earth and to ducts to prevent floating during concreting. Stagger separators approximately 6 inches (150 mm) between tiers. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
  2. Concreting Sequence: Pour each run of envelope between manholes or other terminations in one continuous operation.
    - a. Start at one end and finish at the other, allowing for expansion and contraction of ducts as their temperature changes during and after the pour. Use expansion fittings installed according to manufacturer's written recommendations, or use other specific measures to prevent expansion-contraction damage.
    - b. If more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch (19-mm) reinforcing rod dowels extending 18 inches (450 mm) into concrete on both sides of joint near corners of envelope.
  3. Pouring Concrete: Spade concrete carefully during pours to prevent voids under and between conduits and at exterior surface of envelope. Do not allow a heavy mass of concrete to fall directly onto ducts. Use a plank to direct concrete down sides of bank assembly to trench bottom. Allow concrete to flow to center of bank and rise up in middle, uniformly filling all open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-bank application.
  4. Reinforcement: Reinforce concrete-encased duct banks where they cross disturbed earth and where indicated. Arrange reinforcing rods and ties without forming conductive or magnetic loops around ducts or duct groups.
  5. Forms: Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.
  6. Minimum Space between Ducts: 3 inches (75 mm) between ducts and exterior envelope wall, 2 inches (50 mm) between ducts for like services, and 4 inches (100 mm) between power and signal ducts.
  7. Depth: Install top of duct bank at least 24 inches (600 mm) below finished grade in areas not subject to deliberate traffic, and at least 30 inches (750 mm) below finished grade in deliberate traffic paths for vehicles, unless otherwise indicated.
  8. Stub-Ups: Use manufactured duct elbows for stub-ups at poles and equipment and at building entrances through the floor, unless otherwise indicated. Extend concrete encasement throughout the length of the elbow.
  9. Stub-Ups: Use manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.

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- a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
  - b. Stub-Ups to Equipment: For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of base. Install insulated grounding bushings on terminations at equipment.
10. Warning Tape: Bury warning tape approximately 12 inches (300 mm) above all concrete-encased ducts and duct banks. Align tape parallel to and within 3 inches (75 mm) of the centerline of duct bank. Provide an additional warning tape for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional tapes 12 inches (300 mm) apart, horizontally.
- I. Direct-Buried Duct Banks:
1. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
  2. Space separators close enough to prevent sagging and deforming of ducts, with not less than 4 spacers per 20 feet (6 m) of duct. Secure separators to earth and to ducts to prevent displacement during backfill and yet permit linear duct movement due to expansion and contraction as temperature changes. Stagger spacers approximately 6 inches (150 mm) between tiers.
  3. Excavate trench bottom to provide firm and uniform support for duct bank. Prepare trench bottoms as specified in Earth Moving section for pipes less than 6 inches (150 mm) in nominal diameter.
  4. Install backfill as specified
  5. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand-place backfill to 4 inches (100 mm) over ducts and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction as specified in Earth Moving section.
  6. Install ducts with a minimum of 3 inches (75 mm) between ducts for like services and 6 inches (150 mm) between power and signal ducts.
  7. Depth: Install top of duct bank at least 36 inches (900 mm) below finished grade, unless otherwise indicated.
  8. Set elevation of bottom of duct bank below the frost line.
  9. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through the floor, unless otherwise indicated. Encase elbows for stub-up ducts throughout the length of the elbow.
  10. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
    - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
    - b. For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.

11. Warning Tape: Bury warning tape approximately 12 inches (300 mm) above all concrete-encased ducts and duct banks. Align tape parallel to and within 3 inches (75 mm) of the centerline of duct bank. Provide an additional warning tape for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional tapes 12 inches (300 mm) apart, horizontally.

J.

### 3.3 INSTALLATION OF HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting ducts to minimize bends and deflections required for proper entrances. Use box extension if required to match depths of ducts, and seal joint between box and extension as recommended by the manufacturer.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.7-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas and trafficways, set so cover surface will be flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.
- D. Install handholes and boxes with bottom below the frost line, below grade.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in the enclosure.
- F. Field-cut openings for ducts and conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

### 3.4 GROUNDING

- A. Ground underground ducts and utility structures according to Grounding and Bonding section.
- B.

### 3.5 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump. Remove foreign material.

END OF SECTION 260543

## SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.
- B. It is the intent of this section to provide legible identification to electrical systems such that the Owner and its designated representative are able to identify and troubleshoot components throughout the system. This section discusses a variety of methods and materials suitable for identification. Selected method(s) shall consider the intended location, purpose, and durability of the identifier. It is therefore required identification be applied in a way that will last beyond construction.
- C. It is not the intent of these specifications to restrict or disallow the use of industry accepted materials, hardware, equipment, and methods. Should an industry accepted materials, hardware, equipment and methods be found to be omitted from these specifications, the contractor shall provide information about such materials, hardware, equipment or methods to the engineer for review and approval.

#### 1.2 SUMMARY

- A. This Section includes electrical identification materials and devices required to comply with ANSI C2, NFPA 70, OSHA standards, and authorities having jurisdiction.

#### 1.3 SUBMITTALS

- A. Product Data: For specialty pre-manufactured identification products as applicable.

#### 1.4 QUALITY ASSURANCE

- A. Comply with ANSI C2 National Electrical Safety Code.
- B. Comply with NFPA 70 National Electrical Code.
- C. Comply with ANSI A13.1 Pipe Labeling Requirements and NFPA 70 for color-coding.

### PART 2 - PRODUCTS

#### 2.1 RACEWAY AND CABLE LABELS

- A. Where adhesive Labels are used: Preprinted, flexible, self-adhesive vinyl with legend overlaminated with a clear, weather- and chemical-resistant coating.

- B. Pretensioned, Wraparound Plastic Sleeves: Flexible, preprinted, color-coded, acrylic band sized to suit the diameter of the line it identifies and arranged to stay in place by pretensioned gripping action when placed in position.
- C. Colored Adhesive Tape: Self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide (0.08 mm thick by 25 to 51 mm wide).
- D. Underground-Line Warning Tape: Permanent, bright-colored, continuous-printed, vinyl tape.
  - 1. Not less than 6 inches wide by 4 mils thick (152 mm wide by 0.102 mm thick).
  - 2. Compounded for permanent direct-burial service.
  - 3. Embedded continuous metallic strip or core.
  - 4. Printed legend indicating type of underground line.
- E. Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.
- F. Aluminum, Wraparound Marker Bands: Bands cut from 0.014-inch- (0.4-mm-) thick aluminum sheet, with stamped or embossed legend, and fitted with slots or ears for permanently securing around wire or cable jacket or around groups of conductors.
- G. Plasticized Card-Stock Tags: Vinyl cloth with preprinted and field-printed legends. Orange background, unless otherwise indicated, with eyelet for fastener.

## 2.2 NAMEPLATES AND SIGNS

- A. Safety Signs: Comply with 29 CFR, Chapter XVII, Part 1910.145.
- B. Engraved Plastic Nameplates and Signs: Engraving stock, melamine plastic laminate, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. in. (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.
  - 1. Engraved legend with black letters on white face.
  - 2. Punched or drilled for mechanical fasteners.
- C. Fasteners for Nameplates and Signs: Self-tapping, stainless-steel screws or No. 10/32, stainless-steel machine screws with nuts and flat and lock washers.

## 2.3 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Cable Ties: Fungus-inert, self-extinguishing, one-piece, self-locking, Type 6/6 nylon cable ties.
  - 1. Minimum Width: 3/16 inch (5 mm).
  - 2. Tensile Strength: 50 lb (22.3 kg) minimum.
  - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
- B. Color: According to color-coding.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Identification Materials and Devices: Install at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Lettering, Colors, and Graphics: Coordinate names, abbreviations, colors, and other designations with corresponding designations in the Contract Documents or with those required by codes and standards. Use consistent designations throughout Project.
- C. Sequence of Work: If identification is applied to surfaces that require finish, install identification after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before applying.
- E. Color Banding Raceways and Exposed Cables: Band exposed and accessible raceways of the systems listed below:
  - 1. Bands: Pretensioned, wraparound plastic sleeves; colored adhesive tape; or a combination of both. Make each color band 2 inches (51 mm) wide, completely encircling conduit, and place adjacent bands of two-color markings in contact, side by side.
  - 2. Band Locations: At changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.
  - 3. Apply the following colors to the systems listed below:
    - a. Fire Alarm System: Red.
    - b. Fire-Suppression Supervisory and Control System: Red and yellow.
    - c. Combined Fire Alarm and Security System: Red and blue.
    - d. Security System: Blue and yellow.
    - e. Mechanical and Electrical Supervisory System: Green and blue.
    - f. Telecommunication System: Green and yellow.
- F. Caution Labels for Indoor Boxes and Enclosures for Power and Lighting: Install pressure-sensitive, self-adhesive labels identifying system voltage with black letters on orange background. Install on exterior of door or cover.
- G. Circuit Identification Labels on Boxes: Install labels externally.
  - 1. Exposed Boxes: Pressure-sensitive, self-adhesive plastic label on cover.
  - 2. Concealed Boxes: Plasticized card-stock tags.
  - 3. Labeling Legend: Permanent, waterproof listing of panel and circuit number or equivalent.
- H. Color-Coding of Secondary Phase Conductors: Use the following colors for [service] [feeder] [and] [branch-circuit] phase conductors:

1. 208/120-V Conductors:
  - a. Phase A: Black.
  - b. Phase B: Red.
  - c. Phase C: Blue.
  
2. 480/277-V Conductors:
  - a. Phase A: Yellow.
  - b. Phase B: Brown.
  - c. Phase C: Orange.
  
3. Factory apply color the entire length of conductors, except the following field-applied, color-coding methods may be used instead of factory-coded wire for sizes larger than No. 10 AWG:
  - a. Colored, pressure-sensitive plastic tape in half-lapped turns for a distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Use 1-inch- (25-mm-) wide tape in colors specified. Adjust tape bands to avoid obscuring cable identification markings.
  - b. Colored cable ties applied in groups of three ties of specified color to each wire at each terminal or splice point starting 3 inches (76 mm) from the terminal and spaced 3 inches (76 mm) apart. Apply with a special tool or pliers, tighten to a snug fit, and cut off excess length.
  
- I. Power-Circuit Identification: Metal tags or aluminum, wraparound marker bands for cables, feeders, and power circuits in vaults, pull and junction boxes, manholes, and switchboard rooms.
  1. Legend: 1/4-inch- (6.4-mm-) steel letter and number stamping or embossing with legend corresponding to indicated circuit designations.
  2. Tag Fasteners: Nylon cable ties.
  3. Band Fasteners: Integral ears.
  
- J. Apply identification to conductors as follows:
  1. Conductors to Be Extended in the Future: Indicate source and circuit numbers.
  2. Multiple Power or Lighting Circuits in the Same Enclosure: Identify each conductor with source, voltage, circuit number, and phase. Use color-coding to identify circuits' voltage and phase.
  3. Multiple Control and Communication Circuits in the Same Enclosure: Identify each conductor by its system and circuit designation. Use a consistent system of tags, color-coding, or cable marking tape.
  
- K. Apply warning, caution, and instruction signs as follows:

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1. Warnings, Cautions, and Instructions: Install to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.
  2. Emergency Operation: Install engraved laminated signs with white legend on red background with minimum 3/8-inch- (9-mm-) high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.
- L. Equipment Identification Labels: Engraved plastic laminate. Install on each unit of equipment, including central or master unit of each system. This includes power, lighting, communication, signal, and alarm systems, unless units are specified with their own self-explanatory identification. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high lettering on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high. Use white lettering on black field. Apply labels for each unit of the following categories of equipment using mechanical fasteners:
1. Panelboards.
  2. Access doors and panels for concealed electrical items.
  3. Electrical switchgear and switchboards.
  4. Cabinets and enclosures.
  5. Emergency system boxes and enclosures.
  6. Motor-control centers.
  7. Disconnect switches.
  8. Enclosed circuit breakers.
  9. Motor starters.
  10. Push-button stations.
  11. Power transfer equipment.
  12. Contactors.
  13. Remote-controlled switches.
  14. Dimmers.
  15. Control devices.
  16. Transformers.
  17. Inverters.
  18. Rectifiers.
  19. Frequency converters.
  20. Battery racks.
  21. Power-generating units.
  22. Telephone switching equipment.
  23. Clock/program master equipment.
  24. Call system master station.
  25. TV/audio-monitoring master station.
  26. Fire alarm master station or control panel.
    - a. Security-monitoring master station or control panel.

END OF SECTION 260553

## SECTION 262713 - ELECTRICITY METERING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes equipment for electricity metering by Owner.

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Dimensioned plans and sections or elevation layouts and wiring diagrams.
- C. Field quality-control reports.
- D. Operation and Maintenance Data. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
  - 1. Application and operating software documentation.
  - 2. Software licenses.
  - 3. Software service agreement.
  - 4. Hard copies of manufacturer's operating specifications, design user's guides for software and hardware, and PDF files on CD-ROM of the hard-copy Submittal.

#### 1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

#### 1.4 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning with Substantial Completion, provide software support for two years.
- B. Upgrade Service: Update software to latest version at Project completion. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system. Upgrade shall include new or revised licenses for use of software.
  - 1. Provide 24 hour notice to Owner to allow scheduling and access to system and to allow Owner to upgrade his computer equipment if necessary.

PART 2 - PRODUCTS

2.1 EQUIPMENT FOR ELECTRICITY METERING BY UTILITY COMPANY

- A. Meters will be furnished by utility company.
- B. Current-Transformer Cabinets: Comply with requirements of electrical-power utility company.
- C. Meter Sockets: Comply with requirements of electrical-power utility company.
- D. Meter Sockets: Steady-state and short-circuit current ratings shall meet indicated circuit ratings.
- E. Modular Meter Center: Factory-coordinated assembly of a main service tenant meter socket modules, and tenant feeder circuit breakers arranged in adjacent vertical sections. Assembly shall be complete with interconnecting buses and other features as specified below.
  - 1. Manufacturers: Subject to compliance with requirements, and as approved by utility use the following or equivalent:
  - 2. :
    - a. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
    - b. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
    - c. Siemens Energy & Automation, Inc.
    - d. Square D; a brand of Schneider Electric.
  - 3. Comply with requirements of utility company for meter center.
  - 4. Housing: NEMA 250, Type 1 enclosure.
  - 5. Minimum Short-Circuit Rating: 22,000 minimum Amps symmetrical at rated voltage.
  - 6. Main Disconnect Device: Circuit breaker, series-combination rated for use with downstream feeder and branch circuit breakers.
  - 7. Main Disconnect Device: Fusible switch, series-combination rated by circuit-breaker manufacturer to protect downstream feeder and branch circuit breakers.
  - 8. Tenant Feeder Circuit Breakers: Series-combination-rated molded-case units, rated to protect circuit breakers in downstream tenant and to house loadcenters and panelboards that have 10,000-A interrupting capacity.
    - a. Identification: Complying with requirements in Division 26 Section "Identification for Electrical Systems" with legend identifying tenant's address.
    - b. Physical Protection: Tamper resistant, with hasp for padlock.
  - 9. Meter Socket: Rating coordinated with indicated tenant feeder circuit rating.
  - 10. Surge Protection: For main disconnect device, comply with requirements in Division 26 Section "Transient-Voltage Suppression for Low-Voltage Electrical Power Circuits."

2.2 EQUIPMENT FOR ELECTRICITY METERING BY OWNER

- A. Manufacturers: Subject to compliance with requirements, use the following or equivalent:

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1. E-Mon; a division of Hunt Power.
  2. National Meter Industries.
  3. Osaki Meter Sales, Inc.
  4. Square D; a brand of Schneider Electric.
- B. General Requirements for Owner's Meters:
1. Comply with UL 1244.
  2. Meters used for billing shall have an accuracy of 0.2 percent of reading, complying with requirements in ANSI C12.20.
  3. Meters shall be certified for accuracy
  4. Enclosure: NEMA 250, Type 1 minimum, with hasp for padlocking or sealing.
  5. Identification: Comply with requirements in Division 26 Section "Identification for Electrical Systems."
  6. Memory Backup: Self-contained to maintain memory throughout power outages of 72 hours, minimum.
  7. Sensors: Current-sensing type, with current or voltage output, selected for optimum range and accuracy for meters indicated for this application.
    - a. Type: Split or solid core.
  8. Current-Transformer Cabinet: Listed or recommended by metering equipment manufacturer for use with sensors indicated.
- C. Kilowatt-hour Meter: Electronic three-phase meters, measuring electricity used.
1. Voltage and Phase Configuration: Meter shall be designed for use on circuits with voltage rating and phase configuration indicated for its application.
  2. Display: LCD with characters not less than 0.25 inch (6 mm) high, indicating accumulative kilowatt-hours and current kilowatt load. Retain accumulated kilowatt-hour in a nonvolatile memory, until reset.
  3. Display: Digital electromechanical counter, indicating accumulative kilowatt-hours.
- D. Kilowatt-hour/Demand Meter: Electronic three-phase meters, measuring electricity use and demand. Demand shall be integrated over a 15-minute interval.
1. Voltage and Phase Configuration: Meter shall be designed for use on circuits with voltage rating and phase configuration indicated for its application.
  2. Display: LCD with characters not less than 0.25 inch (6 mm) high, indicating accumulative kilowatt-hours, current time and date, current demand, and historic peak demand, and time and date of historic peak demand. Retain accumulated kilowatt-hour and historic peak demand in a nonvolatile memory, until reset.
- E. Data Transmission Cable: Transmit KY pulse data over Class 1 control-circuit conductors in raceway. Comply with Division 26 Section "Control-Voltage Electrical Power Cables."
- F. Software: PC based, a product of meter manufacturer, suitable for calculation of utility cost allocation.

1. Utility Cost Allocation: Automatically import energy-usage records to allocate energy costs for the following:
  - a. At least **15** locations.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Comply with equipment installation requirements in NECA 1.
- B. Install meters furnished by utility company. Install raceways and equipment according to utility company's written requirements. Provide empty conduits for metering leads and extend grounding connections as required by utility company.
- C. Install modular meter center according to NECA 400 switchboard installation requirements.
- D. Comply with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."
  1. Series Combination Warning Label: Self-adhesive type, with text as required by NFPA 70.
  2. Equipment Identification Labels: Adhesive film labels with clear protective overlay. For residential meters, provide an additional card holder suitable for printed, weather-resistant card with unit's number.

#### 3.2 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
  1. Connect a load of known kilowatt rating, 1.5 kW minimum, to a circuit supplied by metered feeder.
  2. Turn off circuits supplied by metered feeder and secure them in off condition.
  3. Run test load continuously for eight hours minimum, or longer, to obtain a measurable meter indication. Use test-load placement and setting that ensures continuous, safe operation.
  4. Check and record meter reading at end of test period and compare with actual electricity used, based on test-load rating, duration of test, and sample measurements of supply voltage at test-load connection. Record test results.
- C. Electricity metering will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 262713

## SECTION 262813 - FUSES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Cartridge fuses rated 600-V ac and less for use in enclosed switches.
- B. It is not the intent of these specifications to restrict or disallow the use of industry accepted materials, hardware, equipment, and methods. Should an industry accepted materials, hardware, equipment and methods be found to be omitted from these specifications, the contractor shall provide information about such materials, hardware, equipment or methods to the engineer for review and approval.

#### 1.2 SUBMITTALS

- A. Product Data: Provide product data for equipment and hardware proposed for use in the project.
- B. Operation and maintenance data.

#### 1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a Nationally Recognized Testing Lab and marked for intended location and application.
- B. Comply with NEMA FU 1 for cartridge fuses.
- C. Comply with NFPA 70 National Electrical Code.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, use the following or equivalent:
  - 1. Cooper Bussmann, Inc.
  - 2. Edison Fuse, Inc.
  - 3. Ferraz Shawmut, Inc.
  - 4. Littelfuse, Inc.

2.2 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.

PART 3 - EXECUTION

3.1 FUSE APPLICATIONS

- A. Per code or dependent on use.

3.2 INSTALLATION

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

3.3 IDENTIFICATION

- A. Install labels complying with requirements for identification specified in Identification for Electrical Systems section and indicating fuse replacement information on inside door of each fused switch and adjacent to each fuse block and holder.

END OF SECTION 262813

## SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.
- B. It is not the intent of these specifications to restrict or disallow the use of industry accepted materials, hardware, equipment, and methods. Should an industry accepted materials, hardware, equipment and methods be found to be omitted from these specifications, the contractor shall provide information about such materials, hardware, equipment or methods to the engineer for review and approval.

#### 1.2 SUMMARY

- A. This Section includes the following individually mounted, enclosed switches and circuit breakers:
  - 1. Fusible switches.
  - 2. Nonfusible switches.
  - 3. Bolted-pressure contact switches.
  - 4. High-pressure, butt-type contact switches.
  - 5. Molded-case circuit switches.
  - 6. Molded-case switches.
  - 7. Enclosures.

#### 1.3 DEFINITIONS

- A. GD: General duty.
- B. GFCI: Ground-fault circuit interrupter.
- C. HD: Heavy duty.
- D. RMS: Root mean square.
- E. SPDT: Single pole, double throw.

#### 1.4 SUBMITTALS

- A. Product Data: Provide product data for equipment and hardware proposed for use in the project. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
  - 1. Enclosure types and details for types other than NEMA 250, Type 1.

2. Current and voltage ratings.
3. Short-circuit current rating.
4. UL listing for series rating of installed devices.
5. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

B. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals.

1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
2. Time-current curves, including selectable ranges for each type of circuit breaker.

#### 1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a Nationally Recognized Testing Lab and marked for intended use.

B. Comply with NFPA 70 National Electrical Code.

C. Product Selection for Restricted Space: Drawings generally indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with code required clearances.

#### 1.6 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions, unless otherwise indicated:

1. Ambient Temperature: Not less than minus 22 deg F (minus 30 deg C) and not exceeding 104 deg F (40 deg C).
2. Altitude: Not exceeding 6600 feet (2010 m).

#### 1.7 COORDINATION

A. Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

A. Manufacturers: Products shall be listed for their intended purpose

## 2.2 FUSIBLE AND NONFUSIBLE SWITCHES

- 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. General Electric Co.; Electrical Distribution & Control Division.
  - 2. Siemens Energy & Automation, Inc.
  - 3. Square D/Group Schneider.
  - 4. Eaton
- B. Fusible Switch, 600 A and Smaller: NEMA KS 1, Type HD, with clips or bolt pads to accommodate specified fuses, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Nonfusible Switch, 600 A and Smaller: NEMA KS 1, Type HD, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- D. Accessories:
  - 1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.
  - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded, and bonded; and labeled for copper neutral conductors.
  - 3. Auxiliary Contact Kit: Auxiliary set of contacts arranged to open before switch blades open.

## 2.3 MOLDED-CASE CIRCUIT BREAKERS AND SWITCHES

- 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. General Electric Co.; Electrical Distribution & Control Division.
  - 2. Siemens Energy & Automation, Inc.
  - 3. Square D/Group Schneider.
  - 4. Eaton
- B. Molded-Case Circuit Breaker: NEMA AB 1, with interrupting capacity to meet available fault currents.
  - 1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
  - 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
  - 3. Electronic Trip-Unit Circuit Breakers: RMS sensing; field-replaceable rating plug; with the following field-adjustable settings:
    - a. Instantaneous trip.
    - b. Long- and short-time pickup levels.
    - c. Long- and short-time time adjustments.

- d. Ground-fault pickup level, time delay, and  $I^2t$  response.
  - 4. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller and let-through ratings less than NEMA FU 1, RK-5.
  - 5. Integrally Fused Circuit Breakers: Thermal-magnetic trip element with integral limiter-style fuse listed for use with circuit breaker and trip activation on fuse opening or on opening of fuse compartment door.
  - 6. GFCI Circuit Breakers: Single- and two-pole configurations.
- C. Molded-Case Circuit-Breaker Features and Accessories:
- 1. Standard frame sizes, trip ratings, and number of poles.
  - 2. Lugs: Mechanical style with compression lug kits suitable for number, size, trip ratings, and conductor material.
  - 3. Application Listing: Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.
  - 4. Ground-Fault Protection: Remote-mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
  - 5. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 75 percent of rated voltage.
- D. Molded-Case Switches: Molded-case circuit breaker with fixed, high-set instantaneous trip only, and short-circuit withstand rating equal to equivalent breaker frame size interrupting rating.
- 2.4 ENCLOSURES
- A. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.
- 1. Outdoor Locations: NEMA 250, Type 3R.
  - 2. Non-Commercial Kitchen Areas: NEMA 250, Type 3R.
  - 3. Other Wet or Damp Indoor Locations: NEMA 250, Type 3R.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 CONCRETE BASES

- A. Coordinate size and location of concrete bases. Verify structural requirements with structural engineer.

3.3 INSTALLATION

- A. Comply with applicable portions of NECA 1, NEMA PB 1.1, and NEMA PB 2.1 for installation of enclosed switches and circuit breakers.
- B. Mount individual wall-mounting switches and circuit breakers with tops at uniform height, unless otherwise indicated. Anchor floor-mounting switches to concrete base.
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

3.4 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified and as required by code.
- B. Enclosure Nameplates: Label each enclosure with engraved metal or laminated-plastic nameplate as specified in Identification of Electrical Systems section.

3.5 FIELD QUALITY CONTROL

- A. Prepare for testing as follows:
  - 1. Inspect mechanical and electrical connections.
  - 2. Verify switch and relay type and labeling verification.
  - 3. Verify rating of installed fuses.
  - 4. Inspect proper installation of type, size, quantity, and arrangement of mounting or anchorage devices complying with manufacturer's certification.
- B. Contractor shall perform the following field tests and inspections as part of the work:
  - 1. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.
  - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3.6 ADJUSTING

- A. Set field-adjustable switches and circuit-breaker trip ranges.

3.7 CLEANING

- A. On completion of installation, vacuum dirt and debris from interiors; do not use compressed air to assist in cleaning.
- B. Inspect exposed surfaces and repair damaged finishes.

END OF SECTION 262816

SECTION 263213 - ENGINE GENERATORS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes packaged engine-generator sets for standby power supply with the following features:
  - 1. Gas engine
  - 2. Unit-mounted cooling system
  - 3. Unit-mounted control and monitoring
  - 4. Outdoor Enclosure
    - a. level 2 sound attenuated
    - b. wind rating of at least 160 MPH (verify wind zone)
    - c. hurricane/impact rated
- B. See Division 26 Section "Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and -stopping signals for engine-generator sets.

1.2 SUBMITTALS

- A. Product Data: For each type of packaged engine generator and accessory indicated.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- C. Manufacturer Seismic Qualification Certification: Submit certification that engine-generator set, batteries, battery racks, accessories, and components will withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
  - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
    - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
    - b. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
  - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.

3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

- D. Source quality-control test reports.
- E. Field quality-control test reports.
- F. Operation and maintenance data.
- G. Warranty: Special warranty specified in this Section.

### 1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within **200 miles (321 km)** of Project site, a service center or certified maintenance professional capable of providing training, parts, and emergency maintenance repairs.
- 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 ASME B15.1.
- E. Comply with NFPA 37.
- F. Comply with NFPA 70.
- G. Comply with NFPA 99.
- H. Comply with NFPA 110 requirements for Level [1] [2] emergency power supply system.
- I. Comply with UL 2200.
- J. Engine Exhaust Emissions: Comply with applicable state and local government requirements.
- K. Noise Emission: Provide sound enclosure.

### 1.4 PROJECT CONDITIONS

- A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
  - 1. Ambient Temperature: **5 to 40 deg C**
  - 2. Relative Humidity: 0 to 95 percent.

3. Altitude: Sea level

## 1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.
  1. Warranty Period: 1 year from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equivalent:
  1. Caterpillar; Engine Div.
  2. Generac Power Systems, Inc.
  3. Kohler Co.; Generator Division.
  4. Magnetek, Inc.
  5. Onan/Cummins Power Generation; Industrial Business Group.
  6. MTU

### 2.2 ENGINE-GENERATOR SET

- A. Factory-assembled and -tested, engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
- C. Capacities and Characteristics:
  1. Power Output Ratings: Nominal ratings as indicated
  2. Output Connections: Three-phase, four wire.
  3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.
- D. Generator-Set Performance:
  1. Steady-State Voltage Operational Bandwidth: 3 percent of rated output voltage from no load to full load.
  2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within three seconds.

3. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
5. Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
6. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
7. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 250 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.
8. Start Time: Comply with NFPA 110, Type 10, system requirements.

## 2.3 ENGINE

- A. Fuel: LP Gas
- B. Rated Engine Speed: 1800 rpm.
- C. Maximum Piston Speed for Four-Cycle Engines: 2250 fpm (11.4 m/s).
- D. Lubrication System: The following items are mounted on engine or skid:
  1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
  2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
  3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- E. Engine Fuel System:
  1. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
  2. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.
  3. Dual Natural Gas with LP-Gas Backup (Vapor-Withdrawal) System:
    - a. Carburetor.
    - b. Secondary Gas Regulators: One for each fuel type.
    - c. Fuel-Shutoff Solenoid Valves: One for each fuel source.
    - d. Flexible Fuel Connectors: One for each fuel source.

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- F. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity.
- G. Governor: Adjustable isochronous, with speed sensing.
- H. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.
  - 1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
  - 2. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
- I. Muffler/Silencer: Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.
  - 1. Minimum sound attenuation of 25 dB at 500 Hz.
  - 2. Sound level measured at a distance of 10 feet (3 m) from exhaust discharge after installation is complete shall be 85 dBA or less.
- J. Air-Intake Filter: Standard-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- K. Starting System: 24V electric, with negative ground.
  - 1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.
  - 2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
  - 3. Cranking Cycle: As required by NFPA 110 for system level specified
  - 4. Battery: Adequate capacity within ambient temperature range specified in Part 1 "Project Conditions" Article to provide specified cranking cycle at least twice without recharging.
  - 5. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35-A minimum continuous rating.
    - a. Battery Charger: Current-limiting, automatic-equalizing and float-charging type. Unit shall comply with UL 1236.

2.4 FUEL STORAGE

- 1. Already in place

2.5 CONTROL AND MONITORING

- A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more

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separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms.

- B. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms.
- C. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration.
- D. Indicating and Protective Devices and Controls: As required by NFPA 110 for Level [1] [2] system, and the following:
  - 1. AC voltmeter.
  - 2. AC ammeter.
  - 3. AC frequency meter.
  - 4. DC voltmeter (alternator battery charging).
  - 5. Engine-coolant temperature gage.
  - 6. Engine lubricating-oil pressure gage.
  - 7. Running-time meter.
  - 8. Ammeter-voltmeter, phase-selector switch(es).
  - 9. Generator-voltage adjusting rheostat.
  - 10. Fuel level monitoring.
  - 11. Generator overload.
- E. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.
- F. Common Remote Audible Alarm: Comply with NFPA 110 requirements for Level 1 systems. Include necessary contacts and terminals in control and monitoring panel.
  - 1. Overcrank shutdown.
  - 2. Coolant low-temperature alarm.
  - 3. Control switch not in auto position.
  - 4. Battery-charger malfunction alarm.
  - 5. Battery low-voltage alarm.
- G. Remote Alarm Annunciator: Comply with NFPA 99. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition. Silencing switch in face of panel shall silence signal without altering visual indication. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset. Cabinet and faceplate are surface- or flush-mounting type to suit mounting conditions indicated.

2.6 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Generator Circuit Breaker: Molded-case, thermal-magnetic type; 100 percent rated; complying with NEMA AB 1 and UL 489.
  - 1. Tripping Characteristic: Designed specifically for generator protection.
  - 2. Trip Rating: Matched to generator rating.
  - 3. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.
  - 4. Mounting: Adjacent to or integrated with control and monitoring panel.
- B. Ground-Fault Indication: Comply with NFPA 70, "Emergency System" signals for ground-fault. Integrate ground-fault alarm indication with other generator-set alarm indications.

2.7 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H or Class F.
- D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.
- E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- F. Enclosure: Dripproof.
- G. Instrument Transformers: Mounted within generator enclosure.
- H. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified.
  - 1. Adjusting rheostat on control and monitoring panel shall provide plus or minus 5 percent adjustment of output-voltage operating band.
- I. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.
- J. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.
- K. Subtransient Reactance: 12 percent, maximum.

## 2.8 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Vandal-resistant, weatherproof steel housing, wind resistant up to specific area wind requirements. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.
- B. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.
  - 1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow.
  - 2. Automatic Dampers: At engine cooling-air inlet and discharge. Dampers shall be closed to reduce enclosure heat loss in cold weather when unit is not operating.
- C. Interior Lights with Switch: Factory-wired, vaporproof-type fixtures within housing; arranged to illuminate controls and accessible interior. Arrange for external electrical connection.
  - 1. AC lighting system and connection point for operation when remote source is available.
  - 2. DC lighting system for operation when remote source and generator are both unavailable.
- D. Convenience Outlets: Factory wired, GFCI. Arrange for external electrical connection.

## 2.9 VIBRATION ISOLATION DEVICES

- A. Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment.
  - 1. Material: Bridge-bearing neoprene, complying with AASHTO M 251
  - 2. Durometer Rating: 60
  - 3. Number of Layers: Two
- B. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint.
  - 1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to wind loads or if weight is removed; factory-drilled baseplate bonded to 1/4-inch- (6-mm-) thick, elastomeric isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
  - 2. Outside Spring Diameter: Not less than 80 percent of compressed height of the spring at rated load.
  - 3. Minimum Additional Travel: 50 percent of required deflection at rated load.
  - 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
  - 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.10 FINISHES

- A. Indoor and Outdoor Enclosures and Components: Manufacturer's standard finish over corrosion-resistant pretreatment and compatible primer.

2.11 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
  - 1. Tests: Comply with NFPA 110, Level 1 Energy Converters and with IEEE 115.
  - 2. Report factory test results within 10 days of completion of test.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.
- B. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.
- C. Install packaged engine generator with restrained spring isolators having a minimum deflection of 1 inch (25 mm) on 4-inch- (100-mm-) high concrete base. Secure sets to anchor bolts installed in concrete bases. Concrete base construction is specified in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- D. Install Schedule 40, black steel piping with welded joints and connect to engine muffler. Install thimble at wall. Piping shall be same diameter as muffler outlet. Flexible connectors and steel piping materials and installation requirements are specified in Division 23 Section "Hydronic Piping."
  - 1. Install condensate drain piping to muffler drain outlet full size of drain connection with a shutoff valve, stainless-steel flexible connector, and Schedule 40, black steel pipe with welded joints. Flexible connectors and piping materials and installation requirements are specified in Division 23 Section "Hydronic Piping."
- E. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.
- F. Piping installation requirements are specified in Division 23 Sections. Drawings indicate general arrangement of piping and specialties.
- G. Connect fuel, cooling-system, and exhaust-system piping adjacent to packaged engine generator to allow service and maintenance.

- H. Connect engine exhaust pipe to engine with flexible connector.
- I. Connect fuel piping to engines with required valves and specialties for LP-gas piping.
- J. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."
- K. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."
- L. Identify system components according to Division 26 Section "Identification for Electrical Systems."

### 3.2 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
  - 1. Perform tests recommended by manufacturer and each electrical test and visual and mechanical inspection for "AC Generators and for Emergency Systems" specified in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 2. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to, single-step full-load pickup test.
  - 3. Battery Tests: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages.
    - a. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions.
    - b. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery.
    - c. Verify acceptance of charge for each element of the battery after discharge.
    - d. Verify that measurements are within manufacturer's specifications.
  - 4. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.
  - 5. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.
  - 6. Exhaust-System Back-Pressure Test: Use a manometer with a scale exceeding 40-inch wg (120 kPa). Connect to exhaust line close to engine exhaust manifold. Verify that back pressure at full-rated load is within manufacturer's written allowable limits for the engine.

7. Exhaust Emissions Test: Comply with applicable government test criteria.
  8. Voltage and Frequency Transient Stability Tests: Use recording oscilloscope to measure voltage and frequency transients for 50 and 100 percent step-load increases and decreases, and verify that performance is as specified.
  9. Harmonic-Content Tests: Measure harmonic content of output voltage under 25 percent and at 100 percent of rated linear load. Verify that harmonic content is within specified limits.
  10. Noise Level Tests: Measure A-weighted level of noise emanating from generator-set installation, including engine exhaust and cooling-air intake and discharge, at six locations along building where tenants may be present, and compare measured levels with required values.
- C. Coordinate tests with tests for transfer switches and run them concurrently.
- D. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
- E. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
- F. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- G. Remove and replace malfunctioning units and retest as specified above.
- H. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
- I. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- 3.3 DEMONSTRATION
- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators. Refer to Division 01 Section "Demonstration and Training."

END OF SECTION 263213

## SECTION 263600 - TRANSFER SWITCHES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes automatic transfer switches rated 600 V and less.
- B. See Division 21 Section "Electric-Drive, Centrifugal Fire Pumps" for automatic transfer switches for fire pumps.
- C. See Division 21 Section "Electric-Drive, Vertical-Turbine Fire Pumps" for automatic transfer switches for fire pumps.

#### 1.2 SUBMITTALS

- A. Product Data: 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.
- C. Field quality-control test reports.
- D. Operation and maintenance data.

#### 1.3 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 NEMA ICS 1.
- C. Comply with NFPA 70.
- D. Comply with NFPA 99.
- E. Comply with NFPA 110.
- F. Comply with UL 1008 unless requirements of these Specifications are stricter.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equivalent:
1. Contactor Transfer Switches:
    - a. Caterpillar; Engine Div.
    - b. Emerson; ASCO Power Technologies, LP.
    - c. Generac Power Systems, Inc.
    - d. Kohler Power Systems; Generator Division.
    - e. Onan/Cummins Power Generation; Industrial Business Group.
    - f. MTU
    - g. Spectrum Detroit Diesel.
  2. Transfer Switches Using Molded-Case Switches or Circuit Breakers:
    - a. Eaton Electrical Inc.; Cutler-Hammer.
    - b. Hubbell Industrial Controls, Inc.

### 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. 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.
- D. 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.
- E. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.
- F. 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.
- G. Neutral Switching. Where four-pole switches are indicated, provide neutral pole switched simultaneously with phase poles
- H. Neutral Terminal: Solid and fully rated, unless otherwise indicated.
- I. Oversize Neutral: Ampacity and switch rating of neutral path through units indicated for oversize neutral shall be double the nominal rating of circuit in which switch is installed.
- J. Battery Charger: For generator starting batteries.
1. Float type rated **10** A.
  2. Ammeter to display charging current.
  3. Fused ac inputs and dc outputs.
- K. Enclosures: General-purpose NEMA 250, Type 1 or 3R depending on location and exposure, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

## 2.3 AUTOMATIC TRANSFER SWITCHES

- A. Comply with Level 1 equipment according to NFPA 110.
- B. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.
- C. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval is adjustable from 1 to 30 seconds.
- D. Transfer Switches Based on Molded-Case-Switch Components: Comply with NEMA AB 1, UL 489, and UL 869A.
- E. In-Phase Monitor: Factory-wired, internal relay controls transfer so it occurs only when the two sources are synchronized in phase.
- F. Motor Disconnect and Timing Relay: Controls designate starters so they disconnect motors before transfer and reconnect them selectively at an adjustable time interval after transfer. Time delay for reconnecting individual motor loads is adjustable between 1 and 60 seconds, and settings are as indicated.
- G. Programmed Neutral Switch Position: Switch operator has a programmed neutral position arranged to provide a midpoint between the two working switch positions, with an intentional, time-controlled pause at midpoint during transfer.

H. Automatic Transfer-Switch Features:

1. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to six seconds, and factory set for one second.
3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
5. Test Switch: Simulate normal-source failure.
6. Switch-Position Pilot Lights: Indicate source to which load is connected.
7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
  - a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
  - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
9. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
11. Engine Shutdown Contacts: Instantaneous; shall initiate shutdown sequence at remote engine-generator controls after retransfer of load to normal source.
12. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.
13. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:
  - a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
  - b. Push-button programming control with digital display of settings.

- c. Integral battery operation of time switch when normal control power is not available.

## 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. Design each fastener and support to carry load indicated by seismic requirements and according to seismic-restraint details. See Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- B. 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."
- C. Identify components according to Division 26 Section "Identification for Electrical Systems."
- D. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

### 3.2 CONNECTIONS

- A. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."
- B. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

### 3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- B. Perform tests and inspections and prepare test reports.

MANATEE COUNTY  
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KPI ENGINEERING, INC.  
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1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installation, including connections, and to assist in testing.
  2. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
  3. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  4. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
    - a. Check for electrical continuity of circuits and for short circuits.
    - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
    - c. Verify that manual transfer warnings are properly placed.
    - d. Perform manual transfer operation.
  5. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.
    - a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
    - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
    - c. Verify time-delay settings.
    - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
    - e. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for 1 pole deviating by more than 50 percent from other poles.
    - f. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
  6. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.
    - a. Verify grounding connections and locations and ratings of sensors.
- C. Coordinate tests with tests of generator and run them concurrently.
- D. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- E. Remove and replace malfunctioning units and retest as specified above.
- F. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switch. Remove all access panels so joints and connections are accessible to portable scanner.

1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.
2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
3. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

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 263600

**Bid Attachment 3, PLAN SET / DRAWINGS**

**NOTE - This attachment is uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.**

**SECTION D, SAMPLE CONSTRUCTION AGREEMENT WITH GENERAL CONDITIONS OF THE CONSTRUCTION AGREEMENT AND AGREEMENT EXHIBITS**

GENERAL CONDITIONS  
*of the*  
CONSTRUCTION AGREEMENT

SAMPLE

# GENERAL CONDITIONS OF THE CONSTRUCTION AGREEMENT

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SAMPLE

## ARTICLE I, DEFINITIONS

### 1.1 Definitions

For purposes of the Contract Documents, the following terms shall have the following meanings.

- A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.
- B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- C. Architect/Engineer: <Name>, a corporation/company/limited liability corporation, registered and licensed to do business in the State of Florida with \_\_\_\_\_ as the primary qualifying agent OR an employee of Manatee County Government
- D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.
- E. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.
- F. Contractor's Personnel: The Contractor's key personnel designated by Contractor.
- G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.
- H. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents.
- I. Construction Team: The working team established pursuant to Section 2.1.B.

- J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.
- K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.
- L. Defective: When modifying the term “Work”, referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner’s approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).
- M. Excusable Delay: Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.
- N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner’s contingency funds.
- O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.
- P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.
- Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.
- R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.

- S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.
- T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.
- U. Owner: Manatee County, a political subdivision of the State of Florida.
- V. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.
- W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.
- X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.
- Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.
- Z. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.
- AA. Procurement Ordinance: The Manatee County Procurement Code, Chapter 2-26 of the Manatee County Code of Laws, as amended from time to time.
- BB. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.
- CC. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

- DD. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.
- EE. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.
- FF. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.
- GG. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.
- HH. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.
- II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.
- JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.
- KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project or any designated portion thereof.
- LL. Substantial Completion Date: The date on which the Project or designated portion thereof is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written

Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

- MM. Substitute: Materials or equipment offered by the Contractor as an alternative to that set forth in the Project Plans and Specifications, where (i) the Project Plans and Specifications do not authorize an “approved equal”, or (ii) the Owner, in its reasonable discretion, determines that a pre-authorized “approved equal” will result in a substantial change to the Work because of cost, quality or other difference in comparison to the materials or equipment specified.
- NN. Unit Price Work: Work to be paid for on the basis of unit prices.
- OO. Work: The term “Work” means 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 the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.
- PP. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner’s Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

## **ARTICLE II , RELATIONSHIP AND RESPONSIBILITIES**

### **2.1 Relationship between Contractor and Owner**

The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner’s Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner’s direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

- A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate to accomplish the purposes and expectations of the Contract Documents.
- B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the “Construction Team” and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion.

As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

- C. Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum). The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

## **2.2 General Contractor Responsibilities**

In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

- A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.
- C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.
- D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.
- E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called

for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or at the time of execution of the Guaranteed Maximum Price Addendum), 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 be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

### **2.3 Project Schedule**

- A. The Contractor, within ten (10) days after being awarded the Agreement, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.
- B. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.
- C. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.
- D. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.
- E. The Contractor shall prepare a submittal schedule, promptly after being awarded the Agreement and thereafter as necessary to maintain a current submittal

schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

- F. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

## **2.4 Construction Services.**

The Contractor shall provide the following Construction Services:

- A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid (or Request for Proposal) and the Bid (or Guaranteed Maximum Price Addendum).
- B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.
- C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.
- D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including

reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

- E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means, methods, techniques, sequences and procedures of construction. If a specific means, method, technique, sequence or procedure of construction is required by the Contract Documents, the Contractor may utilize an alternative means, method, technique, sequence or procedure acceptable to the Architect/Engineer if the Contractor submits sufficient information to allow the Architect/Engineer to determine that the alternative is equivalent to that required by the Contract Documents.
- F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.
- G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.
- H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.
- I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
  - (1) The Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (i) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (ii) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.
  - (2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The

Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

- J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. 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 Contract Documents, all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).
- K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner because such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.
- L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Contractor.
- N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary

precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All employees on the Work and other persons and organizations who may be affected thereby;
- (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- (3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement during construction.

Contractor shall comply with all applicable laws and regulations 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. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

- P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.
- Q. Substitutes. For Substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed Substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provision of such Substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed Substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed Substitute. In rendering a decision, Owner, Architect/Engineer and Contractor

shall have access to any available Float Time in the Project Schedule. If Substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

(1) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed Substitute. Architect/Engineer will be the sole judge of acceptability and no Substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any Substitute.

(2) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed Substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the Work while the Substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid (or Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the

Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

- T. Project Specification Errors. If the Contractor, during the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.
- U. Remediation of Contamination. Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:
- (1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.
  - (2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay of more than seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).
  - (3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising because of any delay of more than seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.
  - (4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1),

and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.

- (5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contract Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.
- (6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.
- (7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

#### V. Interfacing.

- (1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.
- (2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the Project Site.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall

also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

- Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. For Changes in the Work that result in an increase in the Contract Sum, Owner reserves the right to require the Contractor to secure and deliver additive riders to the Payment and Performance Bond.
- Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- (1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.
  - (2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.

- (3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.
- (4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.
- AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.
- BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a

business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

- (1) The Contractor shall provide each of the following as a part of its services hereunder:
  - (a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;
  - (b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;
  - (c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;
  - (d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;
  - (e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;
  - (f) Provide a quality control program as provided under Section 2.4.C above;
  - (g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;
  - (h) Provide for travel to and from its home office to the Project Site and to those other places within Manatee County as required by the Project;
  - (i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;
  - (j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued after execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;

- (k) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;
  - (l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;
  - (m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;
  - (n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;
  - (o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and
  - (p) Cooperate with Owner in the administration of grants.
- (2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:
- a. Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and
  - b. Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.
- DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.
- EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work, to include those parts of the Work in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall

submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

- FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- (1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.
  - (2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.
  - (3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.
- GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and shall comply with the provisions of Chapter 446, Florida Statutes.
- HH. Schedule of Values. Unit prices shall be established for this Agreement by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each

item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

- II. Other Contracts. The Owner reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and promptly connect and coordinate the Work with theirs.

## ARTICLE III, COMPENSATION

### 3.1 Compensation

The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

- A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all amounts to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):
- (1) In the case of Unit Price Work, in accordance with Section 3.1.C, below; or
  - (2) By mutual acceptance of a lump sum; or
  - (3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.
- C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:
- (1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and

- (2) If there is no corresponding adjustment with respect to any other item of Work; and
- i. If Contractor believes that it has incurred additional expense as a result thereof; or
  - ii. If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
  - iii. If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

### **3.2 Schedule of Compensation**

All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

- A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.
- B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.
- C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

### **3.3 Invoice and Payment.**

All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

- A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.
- B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit

satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

- C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.
- D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.
- E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

## **ARTICLE IV, SUBCONTRACTORS**

### **4.1 Subcontracts**

At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

- A. Subcontracts Generally. All subcontracts shall: (i) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (ii) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (iii) provide that Owner will be an additional indemnified party of the subcontract, (iv) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (v) assign all warranties directly to Owner, and (vi) identify Owner as an intended third-party beneficiary of the subcontract.

- (1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- (2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

- B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

"LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

- C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.
- D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

## **4.2 Relationship and Responsibilities**

Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

## **4.3 Payments to Subcontractors; Monthly Statements**

The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

- A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.
- B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

## **4.4 Responsibility for Subcontractors**

As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

#### **4.5 Contingent Assignment of Subcontracts**

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

- (1) Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- (2) Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

### **ARTICLE V, CHANGES IN WORK**

#### **5.1 General**

Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

#### **5.2 Minor Changes in the Work**

The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be effected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and perform such minor changes. Such changes shall be effected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

### **5.3 Emergencies**

In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor because of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

### **5.4 Concealed Conditions**

If the Contractor encounters conditions at the site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If the Contractor disputes the Architect/Engineer's determination or recommendation, the Contractor may proceed as provided in Article VIII. If the Owner disputes the Architect/Engineer's determination or recommendation, the Owner may appeal directly to the Purchasing Official and shall thereafter follow the process set forth in Section 8.5.

### **5.5 Hazardous Materials**

In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by Change Order or written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

## **5.6 Change Orders; Adjustments to Contract Sum**

### **A. Change Orders Generally**

The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

## **5.7 Owner-Initiated Changes**

Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

## **5.8 Unauthorized Work**

Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

## **5.9 Defective Work**

Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

## **5.10 Estimates for Changes**

At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty-one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

## **5.11 Form of Proposed Changes**

The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

## **5.12. Changes to Contract Time**

The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled to because of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

# **ARTICLE VI, ROLE OF ARCHITECT/ENGINEER**

## **6.1 General**

- A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is

identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

- B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.
- C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

## 6.2 Administration

The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

- A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- B. Reporting. Based on the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (i) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (ii) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

## 6.3 Interpretation of Project Plans and Specifications

The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner,

the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

#### **6.4 Rejection of Non-Conforming Work**

Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

#### **6.5 Correction of Work**

The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

#### **6.6 Timely Performance of Architect/Engineer**

The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. If Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. If Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

### **ARTICLE VII, OWNER'S RIGHTS AND RESPONSIBILITIES**

#### **7.1 Project Site; Title**

The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during construction.

#### **7.2 Project Plans and Specifications; Architect/Engineer**

The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the

construction of the Project. All such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

### **7.3 Surveys; Soil Tests and Other Project Site Information**

Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

### **7.4 Information; Communication; Coordination**

The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt

to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

### **7.5 Governmental Body**

The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

### **7.6 Pre-Completion Acceptance**

The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

### **7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service**

- A. The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.
- B. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

### **7.8 Owner's Project Representative**

Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- (3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- (4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;
- (6) Authorize Owner to occupy the project in whole or in part; or

(7) Participate in specialized field or laboratory tests.

## **ARTICLE VIII, RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION**

### **8.1 Owner to Decide Disputes**

The Owner shall reasonably decide all questions and disputes (with the exception of matters pertaining to the interpretation of the Project Plans and Specifications which shall be resolved by the Architect/Engineer pursuant to Section 6.3) that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

### **8.2 Finality**

The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

### **8.3 No Damages for Delay**

If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay if otherwise provided for in the Contract Documents.

### **8.4 Permitted Claims Procedure**

Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.
- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

#### **8.5 Contract Claims and Disputes**

After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code of Laws, subject to an administrative hearing process as provided in Section 2-26-64. The decision of the Board of County Commissioners in accordance with Section 2-26-64 of the Manatee County Code of Laws shall be the final and conclusive County decision subject to exclusive judicial review in circuit court by a petition for certiorari.

#### **8.6 Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- (1) Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, unless any of such damages or losses are covered by insurance placed by the Contractor; and
- (2) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude assessment of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

## **ARTICLE IX, INDEMNITY**

### **9.1 Indemnity**

- A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.
- B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **9.2 Duty to Defend**

The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

## **ARTICLE X, ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS**

### **10.1 Accounting Records**

Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

### **10.2 Inspection and Audit**

The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees

during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

### **10.3 Access**

The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

### **10.4 Ownership of Document**

Upon obtainment of Substantial Completion or termination of the Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

## **ARTICLE XI, PUBLIC CONTRACT LAWS**

### **11.1 Equal Opportunity Employment**

- A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.
- B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

## **11.2 Immigration Reform and Control Act of 1986**

Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

## **11.3 No Conflict of Interest**

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

- A. No Interest in Business Activity. By accepting award of this Agreement, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.
- B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Agreement. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering the Agreement. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of this Agreement, the County Administrator or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

## **11.4 Truth in Negotiations**

By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

## 11.5 Public Entity Crimes

The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

## ARTICLE XII, FORCE MAJEURE, FIRE OR OTHER CASUALTY

### 12.1 Force Majeure.

- A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed.
- B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or because of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.
- C. Notice; Mitigation. The party seeking excuse for nonperformance based on Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance based on Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

### 12.2 Casualty; Actions by Owner and Contractor

During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions

described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

### **12.3 Approval of Plans and Specifications**

The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

### **12.4 Notice of Loss or Damage**

The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

## **ARTICLE XIII, REPRESENTATIONS, WARRANTIES AND COVENANTS**

### **13.1 Representations and Warranties of Contractor**

The Contractor represents and warrants to the Owner each of the following.

- A. The Contractor is a construction company, organized under the laws of the State of \_\_\_\_\_, authorized to transact business in the State of Florida, with \_\_\_\_\_ as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.
- B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.
- C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.
- D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.
- E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.
- F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.
- G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

- H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.
- I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.
- J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.
- K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.
- M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete

corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

- N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

### **13.2 Representations of the Owner**

To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

- A. The Owner is a validly existing political subdivision of the State of Florida
- B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.
- C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.
- D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a

legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

- E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.
- F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.
- G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.
- H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

## **ARTICLE XIV, TERMINATION AND SUSPENSION**

### **14.1 Termination for Cause by Owner**

This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

- A. Nonperformance. If the Contractor fails to timely perform any of its obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with its own forces, or if it persistently or repeatedly refuses or

fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor because of its breach.

- B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed because its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising because of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.
- C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.
- D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project Site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project Site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project Site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other

provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

#### **14.2 Termination without Cause by Owner**

The Owner, through its County Administrator or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

- A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.
- B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

#### **14.3 Suspension without Cause**

Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

#### **14.4 Termination Based Upon Abandonment, Casualty or Force Majeure**

If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

#### **14.5 Vacation of Project Site; Delivery of Documents**

Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

#### **14.6 Termination by the Contractor**

If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

SAMPLE

**Exhibit A, Title(s) of Drawings**

SAMPLE

**Exhibit B, Title(s) of Specifications**

SAMPLE

**Exhibit C, Affidavit of No Conflict**

SAMPLE

**Exhibit D, Contractor's Certificate(s) of Insurance**

SAMPLE

**Exhibit E Contractor's Payment and Performance Bond**

SAMPLE

**Exhibit F Standard Forms**

SAMPLE