

City of North Port



Request for Bid No. 2021-28

CITY HALL BACKUP GENERATOR INSTALLATION



City of North Port

FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD
NORTH PORT, FL 34286

Office: 941.429.7170

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Email: purchasing@cityofnorthport.com



**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS
REQUEST FOR BID NO. 2021-28
CITY HALL BACKUP GENERATOR INSTALLATION**

The City of North Port is requesting sealed bids to secure the services of an experienced, professional, licensed, and qualified Contractor capable of providing construction services in accordance with drawings and specifications to furnish all labor, materials, equipment and incidentals required to build and install the City Hall Backup Generator Project in its entirety as shown on the construction plans and specified herein.

SCOPE OF SERVICES: The City of North Port desires to furnish and install a new, current year 900KW/1125KVA 277/480V diesel generator with all accessories to serve City Hall. The project will include electrical installation, fuel piping, some demolition, regrading/preparation of the generator site, installation of a new concrete slab, furnishing and installation of the generator, a 1600A automatic transfer switch, a 500A automatic transfer switch, and a free standing 4,000-gallon diesel tank. The generator and appurtenances will be protected by an enclosure with pad. The project will be located at 4970 City Hall Boulevard, North Port, Florida 34286. This project will be partially funded by FEMA under the Hazard Mitigation Grant Program (HMGP), grant agreement number H0131, FEMA project number 4337-28-R, and as such, it shall comply with all FEMA requirements as set forth herein – Attachments 1E, 1F and 1G.

NON-MANDATORY PRE-BID MEETING/SITE VISIT: April 5, 2021 AT 10:00 AM

4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA 34286

BID OPENING: April 26, 2021 AT 2:00 PM

4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA 34286

****ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 244****

Information regarding this project may be viewed and downloaded from Demandstar's website at www.demandstar.com. Links to DemandStar are also available from the city website at www.cityofnorthport.com. Bid specifications are posted on the City FTP site at http://apps.cityofnorthport.com/ftpinfo/dnld_form.aspx (go to the drop down box, select Purchasing and scroll to Project RFB No. 2021-16; however, the only place to obtain addenda are on www.demandstar.com . If you have any questions, concerns, or problems accessing the bid package using the link, please contact Keith Raney, Contract Administrator II at 941.429.7103. Requests for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@cityofnorthport.com. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **April 19, 2021 at 2:00 PM.**

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH DATES: March 26, 2021

- Herald Tribune
- www.cityofnorthport.com & www.demandstar.com

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“THIS IS A ‘SAMPLE CONTRACT’ ISSUED FOR INFORMATIONAL PURPOSES ONLY AND AS SUCH IS SUBJECT TO CHANGE”

SEPARATE INDIVIDUAL ATTACHMENTS:

Go to City FTP site at http://apps.cityofnorthport.com/ftpinfo/dnld_form.aspx (go to the drop-down box, select Purchasing and scroll to Project RFB No. 2021-28)

- 1A. Construction Plan Set (19 pages)
- 1B. Technical Specifications (110 pages)
- 1C. SWFWMD Environmental Resource Permit
- 1D. SFEMA required conditions (9 pages)
- 1E. FEMA grant agreement (56 pages)
- 1F. FEMA grant agreement modification #1 (9 pages)
- 1G. Geotech report (24 pages)
- 1H. FEMA Debarment Form (1 Page)
- 1I. Bid Schedule-excel (1page)

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid on this service, please return this form (see information below) immediately.

We, the undersigned, have declined to submit a bid on the requested Request for Bid **2021-28 CITY HALL BACKUP GENERATOR INSTALLATION.**

- Insufficient time to respond to the Request for Bid.
- We do not offer this product/service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- OTHER (please specify below).

REMARKS:

COMPANY NAME:

ADDRESS:

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

TELEPHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

DATE: _____

Note: "Statement of No Bid" may be faxed or e-mailed to the Purchasing Division at purchasing@cityofnorthport.com or faxed to 941.429.7173.

SECTION I. INSTRUCTIONS TO BIDDERS

THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF NORTH PORT. THE CITY OF NORTH PORT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

DEFINITIONS: Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- **Addenda:** a written change to a solicitation
- **Bid:** any offer submitted in response to this request for Bid.
- **Bidder:** One that submits a bid in response to this Request for Bid.
- **Bid Documents:** Includes the General Terms and Conditions; Special Conditions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required, Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- **City:** Shall refer to City of North Port, a municipal corporation of the State of Florida.
- **Contract:** The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- **Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under a Request for Bid and is otherwise eligible for award.
- **Responsive:** Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- **Request for Bid (RFB):** Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
- **Solicitation:** The written document requesting either bids or proposals from the marketplace.
- **Successful Bidder(s):** The lowest responsive, responsible Bidder(s) to whom City (on basis of City's evaluation) makes an award.
- **Vendor or Contractor:** A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The City has established for purposes of this Request for Bid (RFB) that the words "shall," "must," or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response does not substantially satisfy this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.

1. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is intent to the City to award this Contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.

B. EXAMINATION OF BID DOCUMENTS: Prior to submission of a bid form, bidders shall carefully examine the General Terms and Conditions, Special Conditions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that effect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five business (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

It shall be the responsibility of the bidder, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact Purchasing to determine if addenda were issued.

Examination of site: Prior to submitting a bid form, each bidder may examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

C. CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all bidders. Receipt by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify all prospective bidders of addenda issued to the bid documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

D. MODIFICATION OR WITHDRAWAL OF BIDS: Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

E. NO BID: A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

G. PROMPT PAYMENT: It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation.

2. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the City, or as otherwise specified. Each bid must state the name of the bidder, the bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the City.

Bid Bond: Each bid must be accompanied by a bidder's bond or Cashier's check with their bid in the amount of NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening or fails to execute any necessary additional documents. Cashier's checks will be returned to all bidders after award of bid. If using a bid bond use the City of North Port bid bond form.

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the bidder. All interested firms are required to submit one (1) original and one (1) copy of their completed bid offer.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation.

For your bid to be acceptable, ***all blank spaces*** must be completely annotated where and when requested. All bids must contain a manual signature of the authorized representative of the bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the City on or before the specified date and time is solely and strictly the responsibility of the bidder. The City will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope and must be in the City Purchasing Office by the date and time specified for opening.

Bids postmarked prior to said date and time but not received shall not be considered and will be returned to bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Source of Supply and Subcontractors: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

Bid Opening: All bids received by the date and time specified shall be opened and **the name of each bidder and total bid price of each bidder** read aloud within the designated room at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Purchasing Manager or their designees. Bidders and the general public are not required to be present but are invited to attend.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the bidder's responsibility to make arrangements for the return of the bid package at their expense.

3. CITY RIGHTS: The City of North Port reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the

bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the city receives only one response; the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.

4. **AWARD OF BID:** The award shall be let to the lowest responsive, responsible bidder who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the City indicates that the award will be in the best interest of the City.

5. **ERRORS:** For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

Obviously misplaced decimal points will be corrected.

In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of bid evaluation, the City will proceed on the assumption that the bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

6. **BID TABULATIONS:** Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

7. **WARRANTY:** All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

8. **DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

9. **TAXES/FREIGHT:** The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

In the event the project is declared a sales tax recovery project by the City, the following procedure shall apply:

- (a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing;
- (c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier;
- (d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

- 10. CONTINUATION OF WORK:** Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

11. TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the vendor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

Termination by Vendor: Vendor shall have the right to terminate services only in the event of the City failing to pay Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

- 12. PROPRIETARY OR CONFIDENTIAL INFORMATION:** Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

- 13. RULES, REGULATIONS AND LICENSES:** The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

It shall be the responsibility of the Contractor to assure compliance with OSHA, EPA and/or other local, federal, or State of Florida rules, regulations or other requirements, as each may apply.

When applicable and as required by law, the bidder will provide a material safety data sheet with each delivery of a toxic substance.

The vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the vendor's offices for the purpose of inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services.

- 14. CODE OF ETHICS:** With respect to this bid, if any bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City.
- 15. COLLUSION:** By offering a submission to this RFB, the bidder certifies that the bidder has not divulged to, discussed or compared his/her bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any 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; any prices and/or data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be closed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor; no attempt has been made or will be made by the bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the bidder.
- 16. PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.
- 17. DRUG FREE WORKPLACE PREFERENCE:** The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the bidder who has signed the affidavit.

- 18. EQUAL EMPLOYMENT OPPORTUNITY:** The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.
- 19. NON-DISCRIMINATION:** The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 20. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:** Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

20.1. Keep and maintain public records required by the City to perform the service.

a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

20.2. Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

20.3. Ensure that project 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, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

20.4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.

20.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.

20.6. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

21. FORCE MAJEURE: Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
 - b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 - d. A declared emergency of the federal, state, or local government; or
 - e. Any other like event that is beyond the reasonable control of the non-performing party;
- then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

f. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;

g. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

h. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and

i. The non-performing party uses all reasonable diligence to remedy its inability to perform.

Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

- 22. GOVERNING LAWS:** The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.
- 23. SUBCONTRACTING:** Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.
- 24. MODIFICATION OF CONTRACT:** Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.
- 25. SUCCESSORS AND ASSIGNS:** The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City, except that claims for the money due or to become due to the vendor from the City under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.
- 26. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS:** Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with City employees or board members, and provides as follows:

(12) EXEMPTION. --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;
2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

27. TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

28. GRANT FUNDING: Given that part of the Contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements has been attached, see attachments 1. E, 1.F and 1.G. This project has approved re-imbusement funding through a grant with the Federal Emergency Management Agency (FEMA) **and must comply with the mandatory provisions required by 2 CFR 200.318 to 200.327 as well as Appendix II to 2 CFR Part 200. Refer to Attachment 1D.**

29. PERFORMANCE/PAYMENT BOND: The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the bid. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2-404 of the City of North Port Administrative Code.** Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond

shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

Upon such default, the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder.

PERFORMANCE/PAYMENT BOND REQUIREMENTS:

The Contractor shall provide a Performance Bond and a Payment Bond, in the form prescribed in Section 3, Contract Documents, each in the amount of 100% of the Contract amount, the costs of which are to be paid by the Contractor. The bonds will be acceptable to the City only if the following minimum conditions are met:

- a. is licensed to do business in the State of Florida;
- b. holds a certificate of authority authorizing it to write surety bonds in this state;
- c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- d. is otherwise in compliance with the provisions of the Florida Insurance Code; and holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.
- e. The Surety Company must have a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of **at least two times the dollar amount of the contract.**

If the Surety Company for any Bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another Bond and Surety Company, both of which shall be subject to the City's approval.

By execution of these bonds, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by the Contract documents and hereby satisfies those conditions.

30. STATE REGISTRATION REQUIREMENTS: Any bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

31. NOTICE TO PROCEED/DELIVERY: After award of bid, a Notice to Proceed shall be issued bearing the terms of delivery. Upon receipt of Notice to Proceed, successful bidder shall acknowledge receipt of same by either fax or mail and shall commence prosecution of the order so that the agreed upon delivery date will be satisfied.

32. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the

successful bidder's performance. This evaluation will become public record.

- 33. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:** All bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder.
- 34. NONEXCLUSIVE CONTRACT:** Award of this Contract shall not require the City to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The city reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.
- 35. AUDIT:** City shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.
- 36. UNAUTHORIZED ALIEN WORKERS:** The City will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the City.
- 37. E- VERIFY: "NEW"** The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.
- 38. EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.
- 39. PAYMENT:** One (1) original requests for payment must be submitted to the City of North Port on a form approved by the City. In lieu of the hard copies of the pay request submittal, scanned signed digital files of the requests for payments may be submitted as an attachment to an e-mail. Each pay request must be accompanied by written consent of the surety, when applicable, and an updated work schedule to reflect progress of work. Payment shall be subject to the approval and direction of the surety in accordance with F.S. §255.05(11). Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. ch. 218). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon his/her application for all services or work completed or materials furnished in accordance with the Contract. Prior to fifty percent (50%) completion, the Contractor will be paid monthly the total value of the work

completed and accepted during the preceding month, less ten percent (10%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the Contract, the City must reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term “fifty percent (50%) completion” is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. The City shall inform the Contractor’s Surety of any reduction in retainage. The Contractor must update each new pay request in accordance with any changes made to the previous submittal. The City or its duly authorized administrative agent, shall approve final payment for all work, materials and services furnished under this Contract.

Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, the surety does not object, and the City has retained adequate coverage for the project through the achievement of Final Completion.

40. MBE: Contractors awarded construction contracts who intend to subcontract material or service requirements of the project are encouraged to subcontract to certified minority business/women business enterprises firms or show good faith effort.

41. DBE Contract Assurance (IF APPLICABLE): The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

42. SWORN STATEMENT, COMPLIANCE WITH FLORIDA TRENCH ACT: Bidder shall be solely responsible for complying with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included in the separate line items of the bid and shall be as detailed in the Sworn Statement of Compliance with the Florida Trench Safety Act. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with his bid or with each work assignment.

43. INSURANCE REQUIREMENTS: The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the bid specifications.

44. CONTACT PROHIBITION: All prospective Bidders are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder’s submittal package, City’s Intent to Award, or City’s Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

45. SCRUTINIZED COMPANIES:

A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting

a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:

1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

46. CONFLICTS OF INTEREST – CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.

47. RELEASE OF LIENS: The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

END OF SECTION I

SECTION II. GENERAL PROVISIONS

1. SCOPE OF WORK

1.1 Intent of Contract: Bid forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including but not limited to labor, transportation, supervision, electricity, water, equipment, startup, testing, training and all other work needed for a complete and operational system, as described in the Technical Specifications and/or shown on the Contract Drawings attached herewith. The City reserves the right to establish the exact limits of work in the field and to add or delete from the Project, as it deems necessary.

The intent of the Technical Specifications and Contract Drawings, as applicable, is to describe a complete project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the City and the Contractor. They may be altered only by addendum or change order approved by the City.

1.2 Definitions:

- 1.2.1** The successful bidder for this Contract will be referred to as the **CONTRACTOR**; Department Director or his/her representative, acting personally or through an assistant duly authorized for such act by the City will be referred to as City. For the purposes of this Contract, the word "Project" shall mean the services limits of **CONTRACTOR**.
- 1.2.2** The Contract documents consist of the Request for Bids, Instructions to Bidders, Bid Forms, Technical Specifications, Construction Drawings, General Provisions, Special Provisions, Insurance Requirements, and all other related documents, including all modifications thereof incorporated in the documents before their execution. These form the Contract.
- 1.2.3** Written notice shall be deemed to have been duly served three days after date of postmark, and upon receipt, if delivered to the individual or member of the firm or an officer of the corporation for whom it is intended.
- 1.2.4** Subcontractor(s), as employed herein, includes only those having a direct Contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- 1.2.5** The term "work" of the Contractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Contract.
- 1.2.6** All time limits stated in the Contract documents are of essence to the Contract.
- 1.2.7** The words "furnish," "furnish and install," "install," and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

1.3 Time of Completion: The Contractor shall complete the work within the time set forth in the Contract. The Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed in calendar days.

All work for this project shall be performed during regular business hours. A regular workday shall be considered to be a maximum of ten (10) hours duration. The cost for inspection time for work performed on weekends, holidays, or in excess of ten (10) hours may be billed to the Contractor at the prevailing wage plus overhead costs for those persons involved.

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the City of all work provided for in the Contract, or as stipulated in the Technical Specifications, or whichever comes first, other than: Saturday, Sunday, any day designated as a holiday by the City, any day the Contractor is prevented from working during the first five (5) hours of the work day, with at least sixty percent (60%) of the normal work force, due to inclement weather.

Request for planned overtime by the Contractor must be submitted in writing to the City, forty-eight (48) hours in advance, and may not proceed without the City's approval.

1.4. Quality of Work: The Contractor agrees to do the work covered under this Contract to the best of his/her ability and conforming to this Contract and specifications and of a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the City.

2. PROSECUTION AND PROGRESS

2.1 Subletting or Assigning of Contracts: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the City.

2.2 Preconstruction Meeting: After the Contract has been awarded, the City will schedule a preconstruction meeting to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the City, the Contractor and various utility companies that will be affected by the construction.

2.3 Performance and Payment Bond: The awarded Contractor shall furnish a certified recorded copy from Sarasota County Clerk's Office of the Performance and Payment Bond in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting.

2.4 Submission of Work Schedule/Order of Completion: At the preconstruction meeting, the successful bidder shall have on hand a working schedule for the Project, showing in detail the order in which the Contractor proposes to perform the work. He/she shall indicate the dates on which major equipment will be delivered and various major items of work will start and the estimated completion dates of the major items. Construction Schedule provides additional information for ongoing scheduling requirements associated with this Contract.

2.5 Submission of Schedule of Values: A Schedule of Values to reflect value of equipment, materials and work performed per unit price, with totals shall be submitted at preconstruction meeting. Both parties are to agree on proposed schedule of values prior to any work being performed.

2.6 Provisions for Convenience of Public: The Contractor shall schedule his/her operations so as minimize any inconvenience to adjacent businesses for residences. Where necessary, the City may require the Contractor to construct first the work in any areas along the Project where restrictions caused by construction operations would represent a more serious handicap, before beginning construction in the less affected areas.

3. CONTROL OF THE WORK AND MATERIALS

3.1 Control of Work:

3.1.1 Plans and Contract Documents: The Contractor will be furnished with an electronic version of the signed City approved plans along with their building permit upon successful completion of contractor registration with the City's building department, Technical Specifications, General and Special Provisions will be available digitally upon request. The contractor shall be responsible for providing "ON SITE" accurate and up to date approved plans during all required inspections.

3.1.2 Detail Drawings and Instructions: The City may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract documents, true developments thereof, and reasonably inferable there from.

3.1.3 Order of Precedence: These documents are integral parts of the Contract, and a requirement occurring on one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In cases of discrepancy, the governing order of documents shall be as follows:

3.1.3.1 Permits from Agencies as required by law

3.1.3.2 Change Orders

3.1.3.3 Contract Documents, General Provisions and Special Provisions in that order

3.1.3.4 Technical Specifications

3.1.3.5 Construction Plans

3.1.3.5.1 Dimensions given in figures govern scaled dimensions.

3.1.3.5.2 Detail drawings govern over general drawings.

3.1.3.5.3 Addenda/Change order drawings govern over Contract documents.

3.1.4 Conformity of Work with Plans: All work performed and all materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Technical Specifications or Special Provisions.

3.1.5 Authority of the City: All work shall be done under the supervision of the City or the City's representative and performed to its satisfaction. It is agreed by the parties hereto that the City shall decide all questions and disputes which may arise relative to the interpretation

of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and material furnished, under or by reason of the Contract.

3.1.6 City's Status: The City and/or the City's Representative shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City and/or the City's Representative shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications.

The City has the authority to:

3.1.6.1 Stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

3.1.6.2 Reject all work that does not conform to the Contract.

3.1.6.3 Resolve questions that arise in the execution of the work.

The City's Representative has the authority to:

3.1.6.4 Reject all work that does not conform to the Contract.

3.1.6.5 Resolve questions that arise in the execution of the work.

3.1.7 Suspension of Work: The City may at any time suspend work by giving ten (10) calendar days notice to the Contractor in writing. The City shall reimburse the Contractor for expenses incurred by the Contractor in connection with work under the Contract as a result of such suspension, unless such suspension was caused by actions of the Contractor. However, if the work or any part thereof shall be stopped by a notice in writing aforesaid, and if the City does not give written notice to the Contractor to resume work within thirty (30) calendar days of the date fixed in the written notice to suspend, then the Contractor will be entitled to the estimates and payment for all work done, unless such suspension was caused by actions of the Contractor.

3.1.8 The City's Right to do Work: If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with the provisions of this Contract, the City, after three days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct from the payment due the Contractor.

3.1.9 The City's Right to Terminate Contract: If the Contractor refuses or fails to complete the work within the time specified for this Contract, or any extension thereof, the City may terminate the Contractor's right to proceed. In such event, the City may take over the work and prosecute the same to completion by the Contract or otherwise and the Contractor will be liable for any excess cost occasioned by the City. The City may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore.

If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed due to insolvency, or if he/she should refuse or fail, except in cases which a time extension is provided to supply enough workmen, or if he/she should fail to make payment to subcontractors for labor and/or material, or disregard laws, ordinances or the instructions of the City, or be guilty of a violation

of a provision of the Contract, then the City may, without prejudice to any other right or remedy and after giving seven (7) calendar days' notice, terminate employment of the Contractor and possess materials, tools, and appliances thereon and finish work by methods it may deem expedient. Expenses incurred by the City and the damage incurred through the Contractor's default shall be borne by the Contractor.

In any circumstance, the City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) calendar days written notice by certified mail.

In the event of termination, the Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, material, or work shall become the property of the City and shall be delivered to the City without reservation.

3.1.10 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

3.1.11 City's Decision: The City shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

3.1.12 Authority and Duties of City's Inspectors: The City's Inspectors shall be authorized to inspect all work done and all materials furnished. They shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications and Contract. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

3.1.13 Inspection of Work: The City and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection. If the Specifications/Conditions, the City's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give to the City timely notice of its readiness for inspection and, if the inspection is by an authority other than the City, the date fixed for such inspection. Inspections by the City shall be promptly made and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered and the work must be uncovered by the Contractor.

3.1.14 Contractor's Supervision and Employees: The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract

Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequence and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ any unfit person or anyone unskilled in the work assigned to him/her. The Contractor shall be responsible to see that the completed work complies fully with the Contract Documents.

The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor.

As the work progresses, the Contractor shall keep on the job at all times an English-speaking Supervisor, Superintendent or designee, technically qualified, who is an employee of the Contractor and who shall not be replaced without written notice and approval of the City. The Superintendent or his/her qualified designee shall be present at the job site and direct the work of subcontractors, as well as employees of the Contractor. This supervisor will be equipped with a communication device enabling him/her to contact suppliers, subcontractors or his/her office who in turn can convey necessary communications to others. The Contractor shall issue all communications to the City or his/her representative.

The Contractor's Superintendent shall be present on the job site **at all times** while work is in progress and shall be available by phone for emergencies twenty-four hours per day, seven days per week. Failure to observe this requirement shall be considered suspension of the work by the Contractor until such time as such Superintendent is again present on the job.

If the Contractor, in the course of the work, finds any discrepancy between the drawing and the physical conditions of the site, or any errors or omissions in drawing, or in the construction layout points and instructions, he/she shall immediately inform the City, in writing, and the City shall promptly verify same. Any work done after such discovery will be done at the Contractor's risk.

Neither party shall employ or hire any employee of the other party without the concurrence of each party.

3.1.15 Contractor's Understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

3.1.16 Permits and Regulations: Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the City in

writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he/she shall bear all costs arising there from.

3.1.17 Protection of Work and Property: The Contractor shall continuously maintain protection of all his/her work from damage and shall protect the City's property from injury or loss arising in connection with this Contract. He/she shall adequately protect adjacent property as provided by law and the Contract Documents. He/she shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the City, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he/she shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between the Contractor and the City.

The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to obtain and provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner and provided the necessary agreements to the City, the City will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each

piece of private property for which an agreement for use was provided, or for which the City has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the City.

3.1.18 Changes in the Work: The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract.

In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered. Value of any such extra work or change shall be determined in one or more of the following ways:

3.1.18.1 By estimate and acceptance in a lump sum.

3.1.18.2 By unit prices named in the Contract or subsequently agreed upon.

3.1.18.3 By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he/she receives an order as above, shall proceed with the work. In such case and also under case, he/she shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made. When requiring a change in the scope of services the Contractor shall notify the City by written notice that a change order is requested within five (5) days of any occurrence.

3.1.19 *Deductions for Uncorrected Work:* If the City deems it inexpedient to correct work injured or done not in accordance with the Contract, some equitable deductions from the Contract price shall be made thereof.

3.1.20 *Delays and Extension of Time:* If the Contractor should be delayed at any time in the progress of work by any act of negligence by the City or its employees or by any other Contractor employed by the City, or by changes ordered in the work, or by such causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. However, no time delay shall be allowed if judged by the City to be caused by the Contractor's negligence.

No such extension shall be made for delay occurring more than seven (7) calendar days before claim therefore is made in writing to the City. In the case of a continuing cause of delay only one (1) claim is necessary. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

3.1.21 *Correction of Work Before Final Payment:* All work, materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject

to the inspection of the City who shall be the final judge of quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet City's approval; they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at his/her own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the City, any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as the City, in its judgement, finds to be equitable.

3.1.22 *Contractor Right to Stop Work or Cancel Contract:* If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the City fails to pay the Contractor within thirty (30) calendar days of maturity and presentation of any sum certified

by the City, then the Contractor may, upon seven (7) calendar days written notice to the City, stop work and terminate this Contract.

3.1.23 *Removal of Equipment:* In the case of annulment of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from property of the City and/or site of work, failing which the City has the right to remove such equipment and supplies at the Contractor's expense.

3.1.24 *Use of Completed Portions:* The City has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be compensated as the City may determine and the City approves.

3.1.25 *Payments Withheld:* The City may withhold payment to the Contractor from loss on account of:

- 3.1.25.1** Defective Work not remedied.
- 3.1.25.2** Claims filed or evidence indicating probable filing of claims.
- 3.1.25.3** Failure of the Contractor to make payment properly to Subcontractors or for material/labor.
- 3.1.25.4** A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 3.1.25.5** Damage to another Contractor.

3.1.26 *Damages:* Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work, and shall be adjusted by agreement.

3.1.27 *Assignment:* Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder without the previous written consent of the City.

3.1.28 *Right of Various Interests:* Before work being done by the City's forces or by other Contractor's forces, contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City before such commencement, to secure the completion of the various portions of the work in general harmony.

3.1.29 *Separate Contracts:* The City 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 the work and shall properly connect and coordinate his/her work with theirs. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. His/her failure to so inspect and report shall constitute an

acceptance of the other Contractors work as fit and proper for the reception of his work, except as to defects, which may develop on the other Contractor's, work after execution of his work.

3.1.30 Subcontractors: The Contractor shall provide a list of Subcontractors with his/her proposal for approval. The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City or City's Engineer of Record and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City or City's Engineer of Record to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. City or City's Engineer of Record may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.

Substitutions must be submitted in writing and shall be subject to the approval by the City. To ensure proper execution of his/her subsequent work, the Contractor shall measure work already in place and shall at once report to the City any discrepancy between the executed work and the drawings.

Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the City, City's Representative, or Engineer to reject defective Work, material or equipment; or, Work, material or equipment not in conformance with the requirements of the Contract Documents.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the City.

All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor.

The Contractor shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon his Work.

- The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power in regard to terminating any subcontract that the City may exercise over the Contractor under any provisions of the Contract Documents.
- The City, City's Representative, or Engineer will not undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.

- If in the opinion of the City, City's Representative, or Engineer, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

3.1.31 Horizontal and Vertical Control: Unless noted otherwise in the Contract documents, the Contractor shall be responsible for the layout of all Contract work. The Contractor shall employ or retain any/all professional services that are required by the Contract to complete the work. The Contractor shall carefully preserve benchmarks, reference points and stakes, and, in case of willful or careless destruction, be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

3.1.32 Lands for Work: The City shall provide the lands upon which the work under this Contract is to be done, except that the Contractors shall provide land required for the erection of temporary construction facilities and storage of material, together with the right of access to same.

3.1.33 Cleaning Up: The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the City. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

3.1.34 Guarantee: The Contractor shall warrant all equipment furnished and work performed by him/her for a period of one (1) year from the date of written acceptance of the work, final completion by the City or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the City and restored work will be warranted for one year from the date of acceptance, or as may be otherwise specified. This will not release additional warranties required by other sections or provided by individual suppliers.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of completion or written acceptance by the City, whichever is later.

3.1.35 Responsibility Regarding Existing Utilities and Structures: The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures from any damage resulting from said excavation. The Contractor is to include within his line item bid prices the costs to protect, support, relocate, or move (whether shown or not

shown on the proposed project set of plans) all underground utilities, which may be in conflict with the construction of the proposed project.

3.1.36 Accidents: The Contractor shall provide equipment and medical facilities as necessary to supply

first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

3.1.37 Stage Plans: Stage plans of structural alterations, cofferdams, dredging, furnished or approved by the City, shall be adhered to unless objected to in writing by the Contractor, but the submission or approval of stage plans by the City shall not relieve the Contractor of full responsibility for the work.

3.1.38 Measurement of Quantities: The quantities of work performed will be computed by the City on the basis of measurement taken by the City or its assistants, and these measurements shall be final and binding. All work computed under the Contract shall be measured by the City according to the United States Standard Measurement and Weights. The City does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities.

The estimated quantities of work to be done and material to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the City prior to any work.

3.1.39 Reference to Other Specifications: Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used.

3.1.40 Sanitary Facilities: The Contractor shall provide and maintain, in a sanitary condition, facilities for his/her employees as are required by local and state boards of health.

3.1.41 Quality of Equipment and Materials: To establish standards of quality, the City may, in the specifications, refer to products by name and/or catalog number. This procedure is not to be construed as eliminating from competition other products of equal quality by other manufacturers where fully suitable in design.

3.1.41.1 The Contractor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the City may require.

3.1.41.2 The Contractor shall abide by the City's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the

specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor. The City will approve or disapprove proposed substitutions in writing within a reasonable time.

3.1.42 Codes and Laws: The successful bidder shall comply with all Federal, State, Local Laws and Ordinances that affect the Contract in any way.

3.1.43 Traffic Control: The Contractor shall comply with the National Committee on Uniform Traffic Control and Devices (NCUTCD) standards established by the Federal Highway Commission and the most current FDOT Standards for Traffic Control Through Work Zones and maintain safe conditions at all times.

3.1.44 Exploration and Reports: If reference is made to identification of reports of explorations and tests of subsurface, or other project specific, conditions at the site that have been used in preparing the Contract documents, it should be understood that these reports are not part of the Contract documents. The Contractor shall have full responsibility with respect to subsurface, or other project specific, conditions at the site. Technical data, made available only at the Contractor's request, may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project. If the Contractor desires additional subsurface, or other applicable project specific, investigation, it will be done at his/her expense, prior to bidding. Limited Subsurface, or other project specific, reports for this project are available through NPU.

If the Contractor has elected not to make subsurface, or other project specific, investigation prior to bidding, he/she shall not be entitled to any extra compensation or Contract change orders due to conditions encountered.

3.1.45 Existing Structures: Drawing of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site that have been utilized by the consultant and/or the City in preparation of the Contract documents. The Contractor may rely upon the accuracy of the technical data contained in such drawing but not for the completeness thereof for the purpose of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

3.1.46 Report of Differing Conditions: If the Contractor believes that any technical data on which he/she relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the Contract documents, the Contractor shall promptly, after becoming aware and before performing any work in connection therewith (except in emergency situations), notify the City in writing about the inaccuracy of difference. The City will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing (with a copy to the Contractor) of the City's findings and conclusion. Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required; provided, however, the time prescribed therefore may be extended by the City.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

3.1.47 *Not Shown or Indicated:* If an underground facility is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (except in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the City. The *Contractor* will review the underground facility to determine the extent to which the documents should be modified to reflect and substantiate the consequences of the existence of the underground facility. With City approval, the Contract documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such underground facility. The Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable.

3.1.48 *Progress Meeting:* Progress meetings will be conducted bi-weekly or as required if requested by Contractor or the City.

3.2 *Storage of Materials*

3.2.1 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.

3.2.2 Contractor is not entitled to payment for same except for those materials which in City's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.

3.2.3 The storage facilities and methods of storing shall meet City's approval and shall be in accordance with manufacturer's recommendations, or City will not be obligated to pay for same.

3.2.4 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.

3.2.5 City may at its discretion require material to be stored in an air-conditioned location.

3.2.6 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:

- 3.2.6.1** An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.
- 3.2.6.2** Evidence that proper storage security is provided.
- 3.2.6.3** The City is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
- 3.2.6.4** The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases City from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including City's alleged negligence, regardless of whether the City has paid for said Stored Materials.
- 3.2.7** Once any Stored Material is paid for by City, it shall not be removed from the designated storage area except for incorporation into the Work or upon subsequent written approval by City.
- 3.2.8** No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the City.
- 3.2.9** It is further agreed between the parties that the transfer of title and the City's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.
- 3.2.10** The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the City either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.
- 3.2.11** In the event stored materials which City is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor

shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment.

END OF SECTION II

SECTION III. SPECIAL PROVISIONS

SP-01 INTENT: The purpose of this project is to obtain a competent, experienced and responsible Contractor to construct the project in accordance with the plans and specifications, in an expeditious manner that reasonably protects the public and adjacent property from the construction of the project.

The Contract Documents comprise the entire agreement between City and Contractor concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the project. The work specified herein shall consist of furnishing all supervision, labor, equipment, material and any incidentals required for the successful completion of all work as specified herein. All work shall conform within the limits as specified and shown and be in conformance with the appropriate Technical Specifications contained herein.

The plans, technical specifications, and other documents provided are intended to provide the Contractor with known conditions of the existing site and proposed work area. The Contractor is responsible to conduct any and all investigation, survey, or other activities required to fully understand the existing site and conditions that will be encountered during the project, and on which their bid will be based. Additional investigations may be necessary for the purposes of carrying out the construction project. The City of North Port will not consider or approve any claim for additional time or monetary compensation submitted by the Contractor caused by unknown site conditions or a failure by the Contractor to fully investigate and understand the full extent and nature of the work. This includes, but is not limited to, existing utilities as well as subsurface conditions.

SP-02 EQUIPMENT: The Contractor shall only use equipment, machines, or combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications stated herein.

Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor shall not use equipment which is unsafe or in need of repair. Work completed with equipment, which is not properly functioning, shall be deemed unacceptable.

SP-03 CONSTRUCTION SCHEDULE: The work will be substantially complete within **210 calendar days** with final completion within 30 calendar days after attaining Substantial Completion as established by the City. The date for **Final Completion** of the Project shall be established as **240 calendar days after** Notice to Proceed.

The Contractor shall furnish copies of the Construction Schedule to the City when requested to perform the work as outlined in the Bid Form. The City will notify the Contractor of such as needed work and the Contractor will provide a Construction Schedule to the City within thirty (30) days of the City's notification. A project update meeting will be held bi-weekly, or as required during contract.

SP-04 PRE-CONSTRUCTION CONFERENCE: A Pre-Construction Conference will be held, at which time the Contractor shall submit the following for the City's approval or acceptance:

A telephone list specifying the name, address, office phone number and cell phone numbers of all subcontractors or suppliers to be used on this project. If the Contractor proposes to subcontract any survey work that may be required, the Contractor shall include the registration number of the surveyor. The telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency telephone for the City's use, which the Contractor shall update as necessary

throughout the project. The Contractor shall request, in writing, any changes in subcontractors or suppliers.

No change in subcontractors or suppliers shall be made without written consent from the City.

- In addition to the telephone and facsimile numbers, the Contractor shall provide an e-mail address where emails can be sent. The e-mail address must be monitored at least daily and capable of transferring electronic files.
- The Contractor shall submit to the City a list of equipment the Contractor proposes to utilize on this project.
- The Contractor shall submit for City approval a paper copy and electronic copy of a Construction Schedule prepared using City approved software, and a Schedule of Progress Payment Requests.
- The Contractor shall also submit all other materials or mix designs, which will be used by the Contractor for this Contract.

Mobilization may not start until all submittals have been accepted by the City and/or City's Representative. Once approved, no changes will be allowed without the written approval of the City and/or the City's Representative.

The Contractor shall also provide, on a monthly basis, an update to the Construction Schedule reflecting changes made as a result of such reasons as weather, breakdowns, and unanticipated delays, as a means of better monitoring the project.

SP-05 PROGRESS MEETING: For this project, progress meetings shall be bi-weekly during or as needed. The Contractor shall designate a representative to attend Progress Meetings held at the construction site. The Contractor shall submit, at each meeting, up-to-date schedule information, a written projected schedule for the next two weeks, written claims for additional compensation, written claims for weather days to extend the Contract, results of all testing and Value Engineering Proposals. The City will use the updated schedule information to monitor the Contractor's production rate. Upon written notice from the City, the Contractor shall dedicate additional resources to increase the production rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract. Contractor may request progress meetings be on a different schedule than bi-weekly provided the City can confirm work is proceeding expeditiously. City may require a return to bi-weekly progress meetings at any time.

SP-06 COOPERATION WITH UTILITIES: The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

NOTE: The Contractor is to include within his bid prices, the costs to protect, and/or support, all above ground, overhead and underground utilities, which may be in conflict with the construction of this proposed project.

Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction.

SP-07 CONTRACT TIME: The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract shall be completed not more than **240 calendar days after** Notice to Proceed subject only

to delays caused through no fault of the Contractor or acts of God. Time is of the essence in the performance of this Contract. The contract time includes up to fourteen (14) calendar days for City and/or City's Engineer of Record review of each submittal and resubmittal. There shall be no extension of time provided for modification and corrections or re-submittals to address deficiencies therein identified during the review by the City and/or City's Engineer of Record.

The work will be substantially complete within **210 calendar days** with final completion within **30 calendar days** after attaining Substantial Completion as established by the City. The entire project work will be substantially complete within – **210 calendar days** of the Notice to Proceed; with **final completion within 30 calendar days** after attaining Substantial Completion as established by the City. City shall provide the Contractor with a listing of items to be corrected or completed (punch list) after Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City by the Contractor to meet his/her obligations under the Contract. The Contractor shall complete all items on the punch lists to the satisfaction of the City prior to submittal of the application for final payment.

All extensions to the Contract time for permitted delays shall be by Change Order and signed by the City.

SP-08 PROJECT COMPLETION: Project final completion shall be defined as “the stage in the progress of the Work where the Work is complete in accordance with the Contract Documents so that the City can begin to utilize the Work for its intended use, all punch list items are complete, and the Contractor has completely demobilized from the project area.” Project final completion shall not be more than **240 calendar days**.

SP-09 FUEL TANK AND SYSTEM TESTING: Complete field testing of the fuel tank will be required. A complete system startup and testing including fuel will be the requirement of the contractor.

SP-10 FUEL TANK FINAL FILL: Contractor May be needed as a pass through for the final filling of the fuel tank.

SP-11 LIQUIDATED DAMAGES: The work shall be completed within the contract time as required by SP-08 “PROJECT COMPLETION.” The contract time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract. The City of North Port shall issue a Notice of Completion when it has determined that the work identified in the contract has been completed per SP-08 “PROJECT COMPLETION.”

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not completed within the contract time as required by SP-07 “Contract Time”. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **THREE HUNDRED TWENTY TWO DOLLARS (\$322.00)** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Completion of the work.

For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the City will count default days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the City may have granted the Contractor or, in case of his default, the surety shall pay to the City, not as a penalty, but as liquidated damages,

in the amount of **THREE HUNDRED TWENTY TWO DOLLARS (\$322.00)** per calendar day in which work is not completed.

The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor.

The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.

The City considers the Contract complete when the Contractor has completed all work and the City has accepted the work. The City will then release the Contractor from further obligation except as set forth in his bond.

SP-12 DAMAGES: Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

SP-13 CONTINUOUS PROSECUTION OF WORK: The Contractor shall continuously prosecute the work in accordance with the Contract Documents. Upon written direction from the City, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

Once commencing the project, the operation must be continuously prosecuted during normal hours to its completion. At no time, shall the Contractor suspend work, for any reason for more than seven (7) calendar days, excluding delays granted for inclement weather. Should the Contractor fail to perform any work on the project for three (3) or more work days, the Contractor shall submit a written request to the City, no less than twenty-four (24) hours in advance of the restart of work, to allow the City to schedule the required inspection personnel. No work may restart, prior to the expiration of the twenty-four (24) hour notice without the City's approval.

Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the City and notification to the Contractor. Failure to comply with these Provisions and/or Technical Specifications shall result in the Contractor being considered in default and subject to suspension of this contract.

SP-14 SAFETY AND PROTECTION:

A. 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:

- i. All employees on the work and other persons or organizations who may be affected thereby.
- ii. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site.

B. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements,

roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of person or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

- C. All personnel working within the City's right-of-way shall at all times wear City approved safety vests, including personnel who may only briefly be out of their vehicle (i.e., supervisors, truck drivers).
- D. No open excavations are allowed on the project. Any pipe installation shall be backfilled properly the same day of work on such pipe area to allow safe passing of pedestrians and vehicles. The Contractor shall immediately remove any personnel who fail to conform to this requirement.
- E. Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by Contractor to City.

SP-15 CHANGES IN THE WORK: The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work will be an **amendment to the contract** and shall require approval by the City Manager prior to prosecution of the additional work. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract. In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered.

Contingency: An amount added to an estimate to allow for items, conditions, or events for which the state, occurrence, or effect is uncertain and that experience shows will likely result, in aggregate, in additional costs. All contingency items will require approval from the Purchasing Manager or designee, the Finance Director and City Manager prior to any work being performed.

Value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lumpsum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.
4. By Change order executed by CityManager
5. By Contingency Authorization (executed by City Manager).

If none of the previous methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case, he shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made.

SP-16 AVAILABILITY OF LANDS: Work is planned to occur within City rights of way or existing utility easements. The Contractor will not need to obtain a right of way use permit(s) from the City of North Port for this project.

SP-17 COORDINATION OF THE SPECIFICATIONS: Where conflicts between the City of North Port General Provisions, Special Provisions, Technical Specifications and Construction Plans, references, should they exist, it is the responsibility of the bidding Contractor to bring those conflicts to the attention of the Purchasing Agent prior to the bid date. After bids, have been received, the Contractor will be held to the most stringent requirement.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. If the Contractor discovers such an error or omission, he shall immediately notify the City. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

SP-18 CONSTRUCTION PERMITS: The Contractor shall be responsible for obtaining and complying with all permit requirements of the Department of Health Permit and all other permits obtained for this project. Pressure testing the system shall be paid for by the Contractor. Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

For this project, City Right of Way (ROW) permit(s) will not be required.

SP-19 NOTICE-OF-INTENT (NOI): If necessary, the Contractor for the project shall submit a Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, along with the permit fee with the Florida Department of Environmental Protection.

SP-20 CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

SP-21 ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS: The Bidder shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the City Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

SP-22 ROAD/LANE CLOSURE: No road closures are allowed. A lane closure request must be submitted in writing five (5) business days in advance of the requested lane closure. The time and length of closure(s) shall be approved by the City of North Port. The Contractor shall provide a Maintenance of Traffic (MOT) Plan for the requested lane closure(s) for review and approval by the City of North Port.

SP-23 MAINTENANCE OF TRAFFIC: The Contractor shall be responsible for all maintenance of traffic and obtaining approval of a Maintenance of Traffic (MOT) Plan from the City for work within the ROW of any City Road. The Contractor shall maintain traffic at all times during construction.

SP-24 DEWATERING: The Contractor shall request approval from the City of North Port Project Manager before applying for a permit from the Southwest Florida Water Management District for dewatering. The Contractor shall pay the fees associated for obtaining this permit.

SP-25 PRIVATE PROPERTY: The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to obtain these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event that the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement to the City, the City will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the City has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the City.

Any areas, outside of the rights-of-way or easements that are impacted or damaged by the Contractor's activities shall be repaired at the Contractor's expense to the property owner's satisfaction. Restoration of impacted areas shall be equal to or better than original condition and to the satisfaction of the property owner. The Contractor shall be responsible to secure written approval of the restoration of the property from the property owner and submitting a copy to the City prior to requesting Substantial Completion. The City shall not release retainage to the Contractor until such time as the approvals are submitted by the Contractor.

SP-26 RESIDENTS CONCERNS: During the work of this Contract, residents may contact the City to question the progress of the work or express concerns regarding the work. These concerns are responded to by City's project manager, but normally the Contractor will have more detailed information on the actual scheduling of the work or corrective measures required. Therefore, the Contractor will provide a telephone number and email address where City's project manager can fax or email inquiries. The Contractor shall respond to these inquiries within two (2) business days detailing how the inquiry will be addressed and the time frame the Contractor will take in addressing this inquiry. City's Ut will maintain a log of inquiries, which will be reviewed at each progress meeting.

SP-27 TESTING: Any and all testing requirements born out of, but not limited to contract requirements and permits, for the installation of utility piping, including but not limited to, pressure testing, will be included in the Contractor's bid price. Testing shall include all utilities installed as part of the work of these Contract Documents. Testing will be arranged in advance with an independent testing firm (also included in the bid price) for the testing of asphalt, concrete, including density and compaction. The City requests to be notified three (3) business days in advance of any test in order to have a City representative and the Engineer of Record, if required, present. Where less time for notice is specified in the specifications or plans, this special provision shall prevail.

SP-28 MISCELLANEOUS ITEMS: Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous items or accessory is an essential part, and shall be approved by the City's Engineer of Record before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

SP-29 SOURCES OF WATER FOR TESTING, CLEANING, AND OTHER CONSTRUCTION PURPOSES: Pipe pressure and flow testing and flushing may be done with potable water. If potable water is required for the Work of this Contract, all Contractors' connection(s) to the City potable water supply shall allow the City to meter the amount of water used. All potable water connections shall include a reduced pressure zone backflow preventer. The Contractor is responsible for obtaining meter(s), backflow preventers, and associated appurtenances, and paying all appropriate fees/deposits. Contractor shall not use any potable water until meter and backflow preventer are installed. The Contractor will set up an account with the City and will be billed at the City's normal rates for actual potable water used. Any fees/deposits due back to the Contractor will be returned after the project is completed and the meter is removed.

SP-30 PRE-INSTALLATION VIDEO: No construction shall take place prior to the City's acceptance of the Pre-Installation Video. The video shall thoroughly capture the intended work area as outlined in the Contract Documents. The Pre-Installation Video will be used to protect all parties involved in the project.

SP-31 PERIODIC CLEAN UP AND RESTORATION: During construction, the Contractor shall regularly remove from site and properly dispose of all accumulated debris and surplus material of any kind that result from their operations. The Contractor shall remove unsightly mounds of earth, large stones, boulders, and debris so the site presents a neat appearance. Burial of construction debris is not permitted. Unused tools and equipment shall be stored at the Contractor's yard or base of operations for the project. When the contract work involves ROWs, private property, roadways, private driveways or access roads, easements and sidewalks, and any site work that may impede pedestrian or vehicular traffic while the installation work is in progress, the Contractor shall backfill, grade, compact, and otherwise restore the area to the basic condition which existed prior to work in order to allow vehicular and pedestrian use. All areas should be restored to their original design grade to facilitate drainage.

SP-32 MAINTENANCE OF FLOW: It is the Contractor's responsibility to maintain the flow of the existing potable water, wastewater force mains, sanitary sewers, plant headworks with bypass pumping as needed and lift stations during the construction. Maintenance of flow is considered incidental to the work and shall be done at no additional cost to the City.

SP--33 CITY RIGHT-OF-WAY RESTORATION: The ROW restoration includes all procedures to restore the ROW to a condition equal to or better than the original condition to the satisfaction of the City. The Contractor shall be responsible for restoration of items including but not limited to existing structures, stabilized roads, and ground areas damaged during construction.

During installation of new utilities, the Contractor shall maintain, an undisturbed existing buffer strip of ground cover measuring a minimum of one foot (1') in width from the edge-of- pavement (EOP) in order to minimize potential erosion along the pavement edge. The Contractor shall be responsible for all costs to restore this buffer strip if disturbed during construction.

SP--34 LABOR, MATERIALS AND EQUIPMENT: The Contractor will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all

other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

SP-35 MATERIALS, EQUIPMENT, PRODUCTS, AND SUBSTITUTIONS: Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the Contractor. The Contractor shall submit to the City a list of proposed materials, equipment or products, together with such samples as may be necessary of him to determine their acceptability and obtain his approval. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the City.

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered per 40 CFR 33.255(c) as referenced in Chapter 62-552, FAC. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the City, such material, article, or piece of equipment is of equal substance and function to that specified, the City may approve its substitution and use by the Contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

No substitute shall be ordered or installed without the written approval of the City who shall be the judge of equality.

Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alteration, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the Contractor.

No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

SP-36 USE OF PREMISES: The Contractor shall confine his apparatus, storage of materials, and operations

of his workmen to limits indicated by law, ordinances, permits, and directions of City, and shall not unnecessarily encumber any part of the site.

Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

Contractor shall enforce City's instructions in connection with signs, advertisements, fires and smoking.

Contractor shall arrange and cooperate with City in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery truck and other vehicles to the Project site.

SP--37 SURVEY: All survey monuments and benchmarks that may be disturbed during construction shall be referenced and replaced by the Contractor. All monuments and benchmarks disturbed or destroyed by the Contractor or any of his forces through accident or negligence shall be replaced by a Florida Licensed Professional Land Surveyor at the Contractor's expense.

SP-38 MANUFACTURER'S LITERATURE: Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

SP-39 BRAND NAMES: Brand names where used in the technical specifications, are intended to denote the standard of quality and performance required of the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the City's Engineer of Record, as the material or product so specified. The City's Engineer of Record must approve proposed equal items before they are purchased or incorporated in the Work.

SP-40 RECORD DRAWINGS: The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Record Drawings shall list all equipment removed from existing facilities. These shall be available to the City, City's Representative, City's Engineer of Record, and to the State of Florida Department of Environmental Protection (FDEP), and shall be delivered by him to the City upon completion of the Project. It shall be used for this purpose only. Final payment will not be made until receipt and approval by the City of Record Drawings.

SP-41 RECORD DRAWINGS CERTIFICATION: The certification statement shall be as follows:

"I hereby certify that the as-built location information of the water and/or wastewater facilities shown on these drawings conforms to the Minimum Technical Standards for Land Surveying in the State of Florida, chapter 5J-17.052 (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Division of Consumer Services, Board of Professional Surveyors and Mappers in 2010,

and that said as-builts are true and correct to the best of my knowledge and belief as surveyed under my direction."

SP-42 COMPLETION OF THE PROJECT: The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The City shall determine the date of completion for the project when at the minimum, the following are met as well as all other conditions defined in the Contract Documents:

- All punch list items have been addressed to the satisfaction of the City;
- All testing has been completed and results are satisfactory (including but not limited to Pipe Pressure Test, Concrete, and Compaction Tests);
- Record Drawing requirements have been accepted and approved by the City and all other governmental agencies, if applicable;
- All associated equipment and facilities necessary for the reliable operation of the project are complete in accordance with contract requirements; and,
- All release of liens have been submitted and are satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

SP-43 STORED MATERIALS: Payment for stored materials will be made in accordance with Section 3.2 Storage of Materials of the General Provisions.

SP-44 PAYMENT ADJUSTMENT: The following will apply: This Contract will *not* provide for fuel or other payment adjustments due to increase in material costs during the life of the contract.

SP-45 TERMINOLOGY: Throughout the Contract Documents, references to City or Owner shall, where appropriate, refer to the City of North Port, a municipal corporation of the State of Florida. References to Utilities Department and North Port Utilities refer to the City of North Port's Utilities Department and are used interchangeably. References to Engineer or "Resident Project Representative" may, where appropriate, refer to either the City's Engineer of Record for the Project, which is Stantec or to the City's Utilities Engineering Manager.

The terms General Conditions and General Provisions are used interchangeably in the Contract Documents. The terms Special Conditions and Special Provisions are used interchangeably in the Contract Documents.

The term "Contract Documents" is used interchangeably with "Agreement."

SP-46 WORK HOURS: The Contractor shall conduct work between 7 A.M. and 3:30 P.M. Monday through Friday, which is defined as regular work hours. The Contractor shall not conduct work on Saturdays, Sundays, legal holidays or holidays observed by the City. Work conducted outside of the regular work hours and days shall be permitted only with written permission from the City. Any additional cost incurred by North Port Utilities and/or the Engineer of Record for work outside these hours will be paid by the Contractor.

SP-47 NOTIFICATIONS OF 48 HOURS: Wherever the technical specifications or plans indicate a minimum of 48 hours' notice to Owner/City or Engineer, this special provision shall prevail dictating a minimum of three (3) business days' notice to Owner/City or Engineer.

SP-48 QUALIFICATIONS/REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope involving water main installation (including horizontal directional drill (HDD)), connections to existing water mains, and all associated testing, miscellaneous work, restoration, and clean-up. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The City reserves the right to contact references. Bidder is referred to MINIMUM QUALIFICATIONS AND REFERENCE FORM included later herein.

The Contractor/Subcontractor qualification requirements include the following criteria:

Qualification requirements include water main installation, both open cut and HDD methods, all associated connections to existing water mains, testing, miscellaneous work, restoration and clean-up.

SP-49 LICENSE(S) REQUIREMENT: Certified General Contractor OR Eligible Certified Underground Utilities Contractor.

SP-50 CITY'S STATUS: The City shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. The City has the authority as follows:

1. To stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
2. To reject all work which does not conform to the Contract.
3. To resolve questions which arise in the execution of the work.
4. To stop work whenever materials or shop drawings have not been approved prior to placement.

No additional time or compensation will be added to the Contract when stopping the work for the above listed reasons.

SP--51 CRITERIA FOR AWARD: The award of this bid shall be to the lowest responsive, responsible bidder who meets or exceeds the minimum requirements of these specifications with consideration to favorable references and whose evaluation by the City indicates that the award will be in the best interest of the City.

The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract

Other consideration(s) of award shall be references from projects of similar work and size that include project name, client name, contact name and phone number and / or e-mail address, and the date the project was completed. Any unfavorable references may be cause to deem bidder non-responsive.

END OF SECTION III

SECTION IV

Before performing any Contract work, the Contractor shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the City. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

WORKERS COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

COMPREHENSIVE GENERAL LIABILITY: Occurrence form required. Aggregate must apply separately to this Contract/job. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage. The city is to be name additionally insured.

BUSINESS AUTOMOBILE LIABILITY: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this agreement. The city is to be named additionally insured.

ENVIRONMENTAL/POLLUTION LIABILITY: In the event that hazardous chemicals are to be used, Contractor shall provide an Environmental/Pollution Liability policy in an amount of:

- General Aggregate \$1,000,000.
- Each Occurrence \$1,000,000.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the CITY is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the CITY.

A. Special Requirements:

1. **Occurrence Basis:** All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis. Claims Made Policies will be accepted for professional and hazardous materials and such other risks only as authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

2. **Additional Insured:** All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as their interest may appear under

this Contract. This MUST be written in the description of operations section of the insurance certificate, even if there is check-off-box on the insurance certificate. Any costs for adding the City as “additional insured” shall be at the Contractor’s expense.

Certificates of Insurance: All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract. All certificate(s) of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements. (Certificates of Insurance evidencing claims made or occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City’s Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a

1. minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

2. Premiums and Deductibles: The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the City is an insured under the policy. The Contractor’s insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

3. Waiver of Subrogation: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City’s insurance carriers, for losses paid under the terms of these polices that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor’s responsibility to notify each insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City’s insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

B. Policy form

- i. All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by Risk Management through the City’s Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees orvolunteers.
- ii. Insurance requirements itemized in this Agreement, and required of the Contractor, shall be provided by or in behalf of all Subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to Subcontractors.
- iii. Each insurance policy required by this Agreement shall:

1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 2. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
- iv. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
 - v. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
 - vi. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
 - vii. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work.

Applicants / bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review

END OF SECTION IV

BIDDER CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety (Instructions to Bidders, General Provisions, Special Conditions and Technical Provisions, Permits, Inspections Reports, Surveys, Insurance Requirements and all City Forms).

- THIS CHECKLIST, complete and sign
- 1.Fill out and sign **Bid Form (acknowledge addenda, bond information, subcontractors and suppliers, and Qualifications/Reference Form** if applicable)
- 2.Fill out and sign **Bid Price Schedule (unit prices must be filled in every block where applicable) (EXCEL SPREADSHEET, DO NOT PDF ON USB DRIVE).**
- 3.Fill out **Statement of Organization** and have it properly notarized.
- 4.Provide **State of Florida Registration (<http://www.sunbiz.org/search.html>)**
- 5.Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- 7.Fill out and sign the **Conflict of Interest Form**
- 8.Fill out and sign **Public Entity Crime Information**
- 9.Fill out and Sign the **Drug Free Workplace Form.**
- 10. Fill out and sign and **notarize the Scrutinized Company Certification Form**
- 11. Fill out and sign **No Lobbying Affidavit**
- 12. Fill out and sign the **SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT**
- 13. Vendor Form
- 14. Provide **any additional documentation requested** within the Bid Document.
- 15. **Submit ONE (1) Original AND ONE (1) Copy of submittal AND Provide USB drive** (pdf of submittal and excel version of the Bid Schedule, If applicable)
- 16. Review "SAMPLE CONTRACT".
- 17. E-Verify Form Fill Out and Sign "NEW"
- 18. Clearly mark the sealed bid with the **BID NUMBER & BID NAME** on the outside of the package AND YOUR COMPANY NAME.
- 19. Fill out and sign the FEMA Debarment Form and Appendix A 44CFR Part 18 Certification Regarding Lobbying

BID BOND (INCLUDED IN SUBMITTAL)

YES NO

PERFORMANCE BOND IS ONLY TO BE SUPPLIED BY THE AWARDED VENDOR AT TIME OF PRE -CONSTRUCTION MEETING

City of North Port
 Finance Department/Purchasing Division
 Keith Raney, Contract Administrator II
 4970 City Hall, Suite 337. North Port, Florida 34286

RFB NO. 2021-28 City Hall Backup Generator Installation Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

BID FORM

Name of Bidder: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Contractor License #: _____

FEID #: _____

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **City Hall Backup Generator Installation** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form submitted. The above specified documents are herein incorporated into the Bid Form.

The undersigned as bidder, declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any person, firm, or corporation; and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

TOTAL BID PRICE:

_____ \$ _____

(TYPE/PRINT)

(NUMERIC)

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

Date: _____

Signed (*Person authorized to bind the company*): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

ADDENDA AND BOND FORM

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	

BID BOND AND PERFORMANCE/PAYMENT BOND

BID BOND: ACCOMPANYING THIS PROPOSAL IS _____

(insert: “cash”, “bidder’s bond”, or “certified check”, as the case may be) in an amount equal to at least 5% of the total amount of the bid, payable to the City of North Port. Cashier’s checks will be returned to all bidders after award of bid. If supplying a bid bond please use the attached bid bond form. **Note: Failure to submit a bid bond will be cause for rejection of bid.**

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the contract documents accompanied by the required labor and material and faithful performance bonds with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City’s reasonable attorneys’ fees incurred with or without suit.

The undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Division at the time of the pre-construction meeting.

All contract documents (i.e.; performance and payment bond, cashier’s check, bid bond) shall be in the name of “City of North Port”.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

BID SCHEDULE - SUMMARY OF PAY ITEMS

It is understood that the estimated summary of pay item quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor’s compensation shall be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

Preparation of Bid Schedules: Contractor MUST use the provided excel spreadsheet. **DO NOT RECREATE THIS FORM.** All blank spaces in the Bid Form must be filled in legibly. *Bidder should not reference the words “No Charge, N/A, included, dash, etc.” in any of the blocks. Bidder must identify a monetary amount for each UNIT COST and EXTENDED COST (unless the unit price is “x” out by the City). UNIT COST prevails over EXTENDED COST. Failure to identify a monetary amount in any of the UNIT COST line items shall cause bidder to be deemed non-responsive and bid response be rejected.* In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: _____

The following is a listing of your equipment, inclusive of manufacturer, year and condition. List the condition of equipment/vehicles utilized for this project in accordance with the following scale: **1-Excellent; 2-Good; 3-Fair; 4-Poor.** (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned (If leased, date of expiration)

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the RFB NO. 2021-28 CITY HALL BACKUP GENERATOR INSTALLATION. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUBCONTRACTOR(S)

(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)

1. _____
2. _____
3. _____

SUPPLIER(S)

1. _____
2. _____
3. _____

Date: _____

Signed (*Person authorized to bind the company*): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

QUALIFICATIONS AND REFERENCES

The Bidder (Company) **shall** have been in Commercial Construction Business with experience in projects involving Generator and backup power installation, connections to facilities, and all associated testing, miscellaneous work, restoration, and clean-up. **Bidder shall demonstrate successful completion of a minimum of Three (3) projects completed within the past five (5) years of similar size and scope to the CITY HALL BACKUP GENERATOR INSTALLATION.**

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 20___, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Respondent that has submitted the attached reply;
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 20____.

By:

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 20___, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Seal:

Notary Public - State of Florida
Print Name: _____
Commission No: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City
 _____(List Position Or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City
 Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
 Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City
 Name: _____

None of The Above

PART II:

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any bidders whose conflicts are not waived or exempt.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent _____,

Located at: _____

City: _____ State: _____ Zip Code: _____, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____ E-mail: _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced his driver's license as identification.

NOTARY SEAL:

 Notary Public - State of Florida
 Print Name: _____
 Commission No: _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

**DRUG FREE
WORKPLACE FORM**

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that:
_____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that Respondent complies fully with the above requirements.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Signature

Print Name

Date

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

(Complete if applicable)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with Bid No. _____ for the construction of _____
2. This Sworn Statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____ (PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of _____ with the above entity.
4. The Trench Safety Standards that will be in effect during the construction of this Project are Florida Statute Section 553.60-55.64, Trench Safety Act, and OSHA Standard.
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, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated \$_____ per linear foot of trench to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures: _____
7. The undersigned has appropriated \$_____ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures: _____
8. The undersigned, in submitting this Bid, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

Authorized Signature/Title

Sworn to and subscribed before me
this _____
(date)

Notary Public Signature

(Notary Seal)

My Commission Expires: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

Scrutinized Company Certification Form

Company Name: _____

Authorized Representative Name and Title: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

- This bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.
- This bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

Solicitation/Contract/PO Number (Completed by Purchasing): _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that”:

STATE OF _____

COUNTY OF _____

This _____ day _____ of 20_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

- (a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.
- (b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 20__.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__, by _____ who
 is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of _____

Print Name: _____

Commission No: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF _____

COUNTY OF _____

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. “Employment Eligibility”, as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City’s termination of the contract and other penalties as provided by law.

VENDOR: _____ (Vendor’s Company Name)

_____ (Vendor signature)

_____ (Vendor’s name printed)

_____ (Title)

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2021 , by _____, as _____.

Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



CITY OF NORTH PORT PROCUREMENT
VENDOR INFORMATION FORM



Vendor Name: _____ Contact Person: _____

Phone Number: _____ E-mail: _____ Fax Number: _____

Business Address: _____

City: _____ State: _____ Zip: _____ - _____

Remittance Address: _____

City: _____ State: _____ Zip: _____ - _____

Payment Information:

Do you accept Visa credit card payments? Yes No

Is there a convenience fee for credit card payment? Yes Amount of fee: _____ No

Organization Type:

Individual/Sole Proprietor Partnership Not for Profit Corporation Corporation Providing Legal Services

Corporation Providing Health/Medical Services MBE/WBE/DBE Other (Please specify):

Please Check All Applicable Boxes:

Business is licensed (unless exempt by applicable law), permitted or certified to do business in the State of Florida:

Yes No N/A

Business is located in North Port: Yes No

If "Yes", is annual North Port Business Tax current? Yes No

Do you wish to participate as an Emergency Vendor with the City of North Port? Yes No

Documents – I am submitting the following documents with the Vendor Information Form:

W-9 Form (revised October 2018) **must be signed & dated within current calendar year**

Conflict of Interest Form **must be signed & dated within current calendar year**

Insurance Certificate(s) **as indicated by Risk Management on Insurance Requirements Form** (if applicable)

Florida Divisions of Corporations Document **(if applicable)**

MBE/WBE/DBE **(if applicable)**

Signature _____

Date _____

CITY OF NORTH PORT

BID BOND

In Compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

KNOW ALL BY THESE PRESENTS, that _____, authorized by law to do business as a _____ contractor in the State of Florida, as Principal, and _____, a Corporation chartered and existing under the laws of the State of _____, as Surety, with its principal offices in the City of _____, and authorized to do business in the State of Florida, and in accordance with Section 255.051, Florida Statutes, are held and firmly bound unto the City of North Port, Florida, in the full and just sum of 5% of the Total Bid Price, in good and lawful money of the United States of America, to be paid upon demand by the City of North Port, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated _____, for **(CITY HALL BACKUP GENERATOR INSTALLATION, RFB 2021-28)**.

NOW, THEREFORE, if the Principal shall withdraw said bid prior to the date of opening the same, or shall within 10 days after the prescribed forms are presented to him for signature enter into a written Contract with City of North Port, Florida, in accordance with the bid as accepted and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith or, in the event of failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies provided the latter amount to be excess of the amount specified in said bid, then the above obligations shall be void; otherwise, to remain in full force and effect.

IN THE WITNESS WHEREOF, the above written parties have executed this instrument under their several seals dated _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness as to Principal: _____ (SEAL)

(Principal)

(By)

Witness as to Surety: _____ Printed Name

(SEAL)
(Surety's Name)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

CITY OF NORTH PORT

PERFORMANCE AND PAYMENT BOND

In compliance with F.S. Chapter 255.05(10(a) and Code of the City of North Port Sec. 2-414

BOND NO.:

BOND AMOUNT:

_____ \$ _____

CONTRACTOR NAME:

PRINCIPAL ADDRESS:

PRINCIPAL PHONE NO.:

SURETY COMPANY NAME:

SURETY AGENT:

PRINCIPAL ADDRESS:

PRINCIPAL PHONE NO.:

CITY NAME:

PRINCIPAL ADDRESS:

CITY CONTACT PHONE NO.:

City of North Port, Florida

4970 City Hall Boulevard

North Port, Florida 34286

(941)

CONTRACT NO.: (if applicable)

PROJECT ADDRESS:

(if applicable)

DESCRIPTION OF PROJECT:

(if applicable)

DESCRIPTION OF

IMPROVEMENT:

By this Bond, we, _____, as Principal, hereinafter called Contractor, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, as Surety, hereinafter called Surety, are held firmly bound unto the City of North Port, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, entered into a contract with City for _____

In accordance with drawings and specifications prepared by _____

Which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if Contractor:

1. Performs the Contract dated _____, between Contractor and City for construction of **CITY HALL BACKUP GENERATOR INSTALLATION, RFB 2021-28**, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract; and
3. Pays City all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that City sustains because of a default by Contractor under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by City under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety’s obligation under this bond.

In witness whereof, the said Contractor and Surety have signed and sealed this instrument

this

_____ (date)

Principal

By:

As President

(SEAL)

Surety

By:

Any Claims under this bond may be addressed to
(name and address of Surety):

Telephone No: _____

Name and address of agent or representative in Florida if different from above:

Telephone No: _____

“SAMPLE”
CONTRACT (SUBJECT TO CHANGE)

This Contract (“Contract”) is made this _____ day of _____, **2021**, by and between the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, hereinafter referred to as the “City” and XXXXXXX, a Florida limited liability company, ADDRESS, CITY, Florida ZIP CODE, hereinafter referred to as the “Contractor”.

WITNESSETH

That the parties to this Contract, in consideration of their mutual agreements and promises hereinafter contained, bind themselves, their partners, successors, assigns and legal representatives to all covenants, agreements and obligations contained in the agreements and bid documents executed between the parties, and do hereby further agree as follows:

1. RESPONSIBILITIES OF THE CONTRACTOR:

A. Responsibility for Supervision:

1. The Contractor shall supervise and direct all work performed pursuant to this Contract to the best of its ability, give it all the attention necessary for such proper supervision and direction and not employ for work on the project any person without sufficient skill to perform the job for which the person is employed.
2. The Contractor assumes full responsibility for any and all acts, negligence, or omissions of its employees, for those subcontractors and their employees, and for those of all other persons doing work under a contract with Contractor in furtherance of this Contract. All contracts between the Contractor and any such subcontractor as the Contractor shall hire, must conform to the provisions of this Contract and bid documents and must incorporate in them the relevant portions of this Contract.

B. Furnishing of Labor and Materials:

1. The Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, and all transportation and all other facilities and services necessary for the proper completion of the work performed in furtherance of this Contract in strict conformity with the provisions herein contained, and with the Request for Bid No. 2020-XX (“RFB”), plans and/or drawings and specifications, addenda and with the proposal submitted by the Contractor and on file with the City.
2. The Contractor represents and warrants to the City that all equipment and materials used in such work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in this Contract and bid documents, of good quality, free of defects, and in conformity with this Contract and bid documents. It is understood between the parties thereto that all equipment and materials not in conformity are defective.

- C. Incorporation of Bid Documents: The RFB, including plans and/or drawings, specifications, and addenda, and the Contractor’s response to RFB, are specifically made a part of this Contract and are incorporated herein. In the event of a conflict between or among the documents or any ambiguity or

missing specifications or instruction, the following priority is established:

1. This Contract (Contract No. 2021-XX) approved by the City Commission, and any attachments.
 2. The RFB, including any and all attachments and addenda.
 3. Contractor's response to the solicitation.
 4. Specific direction from the City Manager.
- D. **Public Records Law:** In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:
1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
 2. Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 3. Ensure that project 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, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
 4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.

5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.

6. Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Agreement. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

2. CONTRACT PRICE:

In consideration of the foregoing services, work, labor and materials to be furnished by the contractor as per said plans, specifications and addendums, the City agrees to pay and the Contractor **\$XXX**

The **CONTRACT PRICE** is **XXXXXX-XXX (\$XXXX)**.

3. PAYMENT:

- A. One (1) original request for payment must be submitted to the City on a City approved form. Each pay request must be accompanied by an updated work schedule to reflect the progress of all work. Payment must be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes, Section 255.05(11).
- B. Contract price is net and all invoices payable according to the Florida Local Government Prompt Payment Act (Florida Statutes, Section 218.70, *et seq.*). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with this Contract.
- C. Prior to fifty-percent (50%) completion, the Contractor will be paid monthly the total value of the work completed and accepted during the preceding month, less ten-percent (10%) retainage. After fifty-percent (50%) completion of the construction services purchased pursuant to this Contract, the City must reduce to five-percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term "fifty-percent (50%) completion" is the point at which the City has expended fifty-percent (50%) of the total cost of the construction services purchased as identified in this Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in this Contract. The City must inform the Contractor's Surety of any reduction in retainage.
- D. Contractor must update each new pay request in accordance with any changes made to the previous submittal. City approval is required before making final payment for all work, materials,

or services furnished under this Contract. Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.

4. CONTRACT TIME:

The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract shall be completed in not more than **240 calendar days** from the notice to proceed; subject only to delays caused through no fault of the Contractor or acts of God. The work will be substantially completed within **210 calendar days**; with final completion within **30 calendar days** after attaining Substantial Completion. Time is of the essence in the performance of this Contract.

5. LIQUIDATED DAMAGES:

- A. The work performed pursuant to this Contract must be completed within the times specified herein. The Contract time includes the preparation, submittal, review, and approval of submittals, delivery of materials, and construction, assembly, adjustment, and placement into service for beneficial use of all facilities covered under this Contract.
- B. The City must issue a Notice of Substantial Completion when it has determined that the work identified in this Contract is substantially complete, record drawings are submitted and approved by the City, and that the facility is operating satisfactorily. The Contract time also includes up to **fourteen (14)** calendar days for the review of submittals, excluding pay requests, by the City. The City must provide the Contractor a punch list within **two (2)** calendar days after the Notice of Substantial Completion is issued. The punch list must identify the remaining items to be addressed to the satisfaction of the City in order for the Contractor to meet its obligations under this Contract. The Contractor must complete the items on the punch list to the satisfaction of the City within **twenty-eight (28)** additional calendar days following the issuance of the Final Punch List or Notice of Substantial Completion, whichever is later, and prior to submittal of the application for reduction of retainage or final payment. Any cost incurred by the City (i.e. inspection time) after the **twenty-eight (28)** calendar day period must be charged to the Contractor.
- C. The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not substantially completed within the Contract time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **THREE HUNDRED TWENTY TWO DOLLARS (\$322.00)** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Substantial Completion is delayed beyond the Contract Time.

- D. It is mutually agreed by the City and the Contractor that neither will make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Substantial Completion of the work.

6. BOND REQUIREMENTS:

A. Bond Requirements:

1. The successful bidder must provide the required performance and payment bond or other acceptable security to the City within **ten (10)** business days of being awarded the bid. Failure by the successful bidder to provide the bond within **ten (10)** business days shall be considered a default under Sec. 2-404 of the Code of City of North Port, Florida. Upon such default the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. Such default is only curable at the option of the City.
2. In addition, the Contractor is responsible and bears all costs associated to record the Performance and Payment Bond with Sarasota County Clerk's Office. The Contractor must furnish the receipt of said recording and certified copy of the bond to the Purchasing Department at the time of the pre-construction meeting. Such default is only curable at the option of the City.

B. Performance and Payment Bond: The Contractor must provide a Performance and Payment Bond, in the form prescribed in Florida Statutes, Section 255.05, in the amount of one hundred percent (100%) of the Contract amount, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the Surety Company:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code;
5. Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
6. Has a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
7. Has an underwriting limitation of at least two times the dollar amount of this Contract.

- C. If the Surety Company for any bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the

requirements imposed by the Contract Documents, the Contractor must, within five (5) calendar days thereafter, substitute another Bond and Surety Company, both of which are subject to the City's approval.

- D. By execution of the bond, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by the Contract Documents and satisfies all conditions.

7. INSURANCE:

A. Insurance:

1. Before performing any work, the Contractor must procure and maintain, during the life of this Contract, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A - Excellent: FSC VII." No changes can be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the Contractor.
2. The Contractor and its subcontractors must procure and maintain the below insurance against claims for injury to persons or damage to property which may arise from or in connection with their performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors until all of their obligations and warranty periods under this Contract have been discharged or satisfied.
3. The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as it may determine necessary.

B. Workers' Compensation and Employers' Liability Insurance (Per Chapter 440, Florida Statutes): Coverage must apply at all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for bodily injury or disease. Proof of such insurance must be filed by the Contractor with the City within ten (10) days after the execution of this Contract.

C. Comprehensive Commercial General Liability Insurance: Coverage must apply to all employees at the statutory limits provided by state and federal laws. The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

The policy must include General Liability with a limit of \$2,000,000 for General Aggregate; \$1,000,000 for each occurrence; \$1,000,000 for Products and Completed Operations; \$100,000 for damage to rented premises; and \$100,000 for Fire Damage. Proof of such insurance must be filed by the Contractor with the City within ten (10) days after the execution of this Contract.

D. Automobile Liability Insurance: The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

The policy must include liability insurance with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 per person for Bodily Injury; \$1,000,000 per accident for Bodily Injury; and \$1,000,000 per accident for Property Damage. Proof of such insurance must be filed by the Contractor with the City within ten (10) days after the execution of this Contract.

E. Waiver of Subrogation: All required insurance policies, with the exception of Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or thru other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible.

F. Policy Form:

1. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
2. Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this

Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.

3. Each insurance policy required by this Contract must:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City retains the right to review, at any time, coverage, form, and amount of insurance.
 2. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
 3. Policy shall contain a waiver of subrogation against the City of North Port, Florida.
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
 5. The procuring of required policies of insurance must not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
 6. The Contractor is solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and is solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
 7. All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well

as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of **thirty (30)** calendar days prior to expiration of the insurance contract when applicable. All insurance certificates must be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements provided herein.

8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract must be provided to Contractor's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

8. INDEMNITY:

A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE CONTRACT. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

B. IN THE EVENT OF A CLAIM, THE CITY SHALL PROMPTLY NOTIFY THE CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS CONTRACT.

C. THE CITY SHALL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE CONTRACT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE SHALL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).

D. NOTHING IN THIS CONTRACT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28.

E. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

F. FURTHER, THE CONTRACTOR SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

9. CONTRACTOR'S AFFIDAVIT:

When all work contemplated by this Contract has been completed, and has been inspected and approved by the City, or its duly authorized agent, the Contractor shall furnish to the City, a Contractor's Affidavit in a form acceptable to the City. Signed affidavits of payment will also be required by the City from any and all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes, section 255.05(11). The affidavits shall state whether the subcontractor(s) has been paid in full or whether there are payments remaining. A list of all subcontractors shall be furnished to the City prior to any payments against the Contract.

10. TERMINATION AND DEFAULT:

A. Termination with or without Cause: The performance of work under this Contract may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance if the work under the Contract is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Contractor shall cease work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract. Under no circumstances shall the City make any payment to Contractor for services that have not been performed or that are performed subsequent to the termination date.

B. Non-Appropriation: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless

of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

C. Abandonment: In the event that the Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.

D. The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

E. The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.

F. Breach: In the event Contractor breaches this Contract, the City must provide written notice of the breach and Contractor shall have ten (10) calendar days from the date the notice is received to cure. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee can immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:

1. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Contract;
2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
3. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;

4. The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
5. Claims made, or likely to be made, against the City or its property;
6. Loss caused by the Contractor;
7. The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above; or
8. Violation of any local, state, or federal law in the performance of this Contract which will constitute a material breach of this Contract.

G. In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Section, the Contractor must promptly comply with such demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.

11. INDEPENDENT CONTRACTOR:

The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Contract. The Contractor shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

12. SUBCONTRACTORS AND SUPPLIERS:

Contractor shall furnish to City a list of all subcontractors and/or suppliers prior to any payments against the Contract. All subcontractors are subject to City approval. No change in subcontractors or suppliers shall be made without written consent and approval from the City.

13. LICENSES AND PERMITS/LAWS AND REGULATIONS:

The Contractor shall pay all taxes required by law in connection with the activity in accordance with this Contract including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, shall secure all licenses and permits necessary for proper completion of the work, paying any fees therefore. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this contract. The Contractor shall comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Contract documents are at variance therewith, the Contractor shall notify the City promptly on the discovery of such variance.

14. AMENDMENT:

- A. Except as otherwise agreed to herein, this Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract.
- B. The City Manager or designee may agree to amendments that do not increase compensation to the Contractor. Only the City Commission can approve increases in compensation under this Contract. In the event the Contractor begins work on unauthorized changes to scope prior to receiving a signed Change Order by the City Manager or designee, the Contractor does so at its own expense and risk as unauthorized work shall not be paid for by the City.

15. EQUAL EMPLOYMENT OPPORTUNITY:

The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

16. NON-DISCRIMINATION:

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Florida Statutes, section 287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

17. ASSIGNMENT:

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy. Notice shall be promptly given to the City.

18. NOTICES:

Any notice, demand, communication, or request required or permitted hereunder shall be sent by certified mail, return receipt requested, and shall be mailed and e-mailed to:

As to the City:**With copies of notices
and demands sent to:**

City of North Port, Florida
 City Attorney's Office
 4970 City Hall Boulevard
 North Port, Florida 34286
aslayton@cityofnorthport.com

As to CONTRACTOR:

Notices shall be effective when received at the addresses specified above. Changes in the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 5:00 pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

19. WAIVER:

No delay or failure to enforce any breach of this Contract by either City or Contractor shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20. ATTORNEY'S FEES:

In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings, at both trial and appellate levels.

21. GOVERNING LAW, VENUE AND SEVERABILITY:

The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Sarasota County, Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

22. PARAGRAPH HEADINGS:

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

23. ENTIRE AGREEMENT:

This Contract (with all referenced plans, attachments, addenda and provisions incorporated by reference) embodies

the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. In the event of any conflict between the provisions of this Contract and the RFB or Contractor's bid, this signed Contract (excluding the RFB and Contractor's bid) shall take precedence, followed by the provisions of the RFB, and then by the terms of the Contractor's bid.

24. SCRUTINIZED COMPANIES:

A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, the Contractor shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, the Contractor shall certify on a form provided by the City, that all of the following are true:

1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and

2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and

3. It is not engaged in business operations in Cuba or Syria.

C. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate the Contract.

D. PENALTY:

1. A Contractor that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

2. Shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

above written.

ATTEST:

CITY OF NORTH PORT, FLORIDA

By: _____
HEATHER TAYLOR
CITY CLERK

By: _____
JASON YARBOROUGH
INTERIM CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
AMBER L. SLAYTON
CITY ATTORNEY

CONTRACTOR

By: _____
SIGNATURE

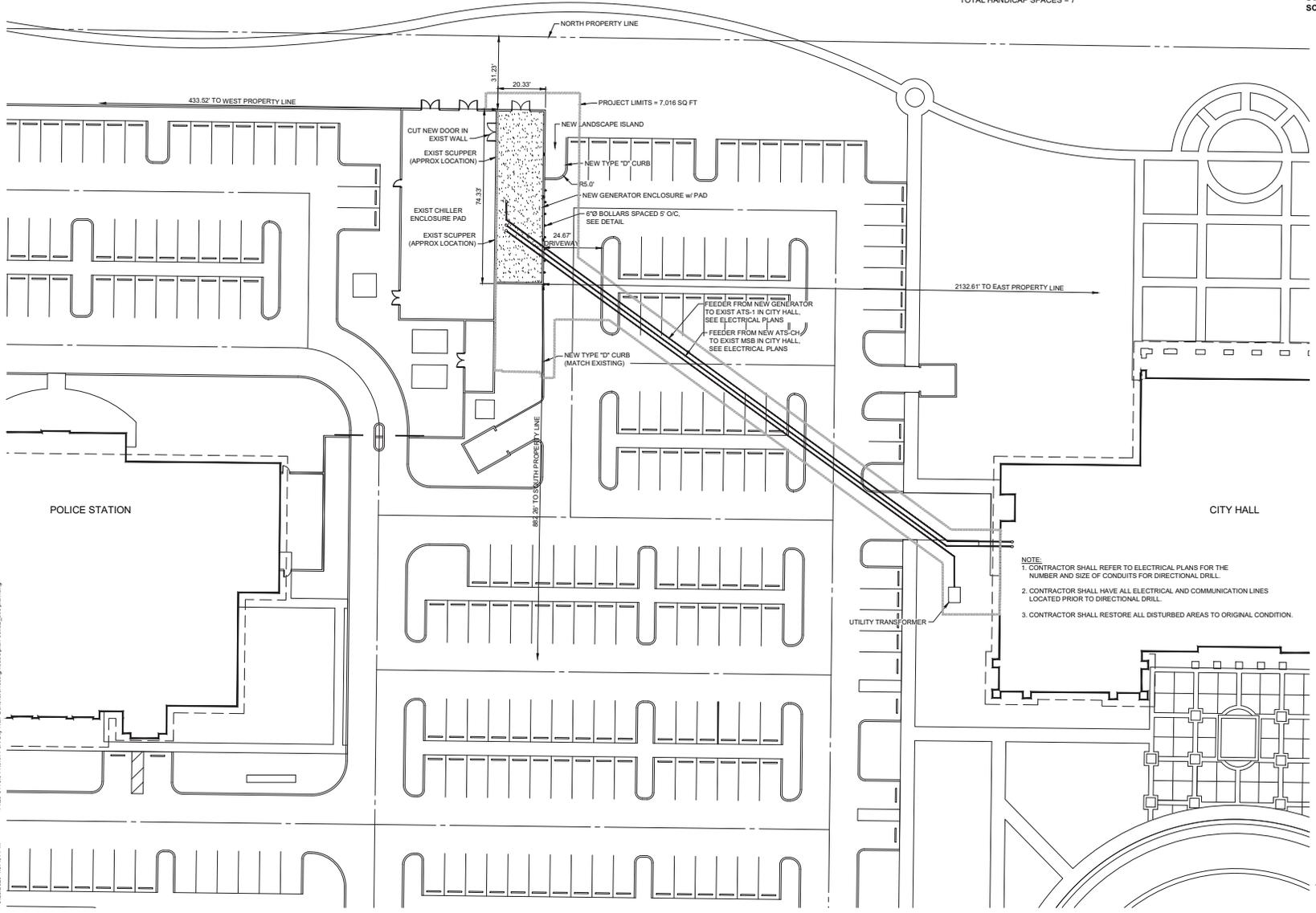
PRINT NAME AND TITLE

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, who is personally known to me or who produced _____ as identification.

Notary Public

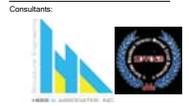


CITY HALL PARKING CALCULATIONS:
 TOTAL BUILDING AREA = 67,138.50 SQ FT
 PARKING SPACES REQUIRED = 67,138.50x0.5x1/250 = 135 SPACES
 TOTAL SPACES PROVIDED = 137
 TOTAL HANDICAP SPACES = 7



TLC ENGINEERING SOLUTIONS, INC.
 13099 S. Cleveland Avenue, Suite 500
 Fort Myers, FL 33907
 P 239.275.4240
 www.tlc-engineers.com
 COA 15
 © Copyright 2020 T.L.C. Engineering Solutions, Inc.
 TLC Project No.: 720044
 THINK. LISTEN. CREATE.

City of North Port
 City Hall Generator Addition
 North Port, Florida



Revisions:

No.	Date	Description



Project No.: 720044
 Issue Date: 11-05-2020
 Drawn By: GWB
 Scale: AS NOTED
 Drawing Title: SITE PLAN

Drawing No.: C102
 CONSTRUCTION DOCUMENTS

- NOTE:**
1. CONTRACTOR SHALL REFER TO ELECTRICAL PLANS FOR THE NUMBER AND SIZE OF CONDUITS FOR DIRECTIONAL DRILL.
 2. CONTRACTOR SHALL HAVE ALL ELECTRICAL AND COMMUNICATION LINES LOCATED PRIOR TO DIRECTIONAL DRILL.
 3. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO ORIGINAL CONDITION.

P:\20-0475-01 North Port City Hall Generator\design\cadd\plan w\02_1414.dwg
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STRUCTURAL NOTES:

ELECTRONIC VERSIONS OF STRUCTURAL DRAWINGS ARE THE SOLE COPYRIGHTED PROPERTY OF HEES & ASSOCIATES, INC. ELECTRONIC VERSIONS OF DRAWINGS ARE NOT TO BE USED OR TRANSFERRED WITHOUT THE EXPRESS, WRITTEN PERMISSION OF HEES & ASSOCIATES, INC. ENGINEER, ENGINEER OF RECORD, AND DELEGATED ENGINEER SHALL BE LICENSED AS A PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA.

GENERAL NOTES:

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL DRAWINGS INCLUDING PLUMBING AND SITE DRAWINGS. CONSULT THESE DRAWINGS FOR DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS.

DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.

THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SECURITY TO INSURE SAFETY OF THE BUILDING AND ITS COMPONENTS DURING ERECTION. THIS INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIEDOWNS.

DESIGN LOADS:

THE STRUCTURAL SYSTEM FOR THIS BUILDING HAS BEEN DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, 2017 EDITION, THE FOLLOWING SUPERIMPOSED LOADS HAVE BEEN UTILIZED:

MECHANICAL EQUIPMENT - SEE PLAN

WIND: $V_{ult} = 100$ MPH, $V_{base} = 124$ MPH EXPOSURE C, RISK CATEGORY III
 $C_e = 1.82$
 $P_{ref} = 4.43$ psf

SNOW & SEISMIC (FLORIDA):

IN ACCORDANCE WITH CHAPTER 1 SECTION 101.2 OF THE 2017 FLORIDA BUILDING CODE, SEISMIC AND SNOW LOADS WERE NOT UTILIZED FOR THIS PROJECT. "CODE REQUIREMENTS THAT ADDRESS SNOW LOADS AND EARTHQUAKE LOADS ARE PERVASIVE; THEY ARE LEFT IN PLACE BUT SHALL NOT BE UTILIZED OR ENFORCED BECAUSE THERE IS NO SNOW LOAD OR EARTHQUAKE THREAT."

SHOP DRAWING REVIEW:

SHOP DRAWINGS WILL BE PROVIDED FOR ALL WORK AND WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUALITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC. SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR AND OWNERS REPRESENTATIVE PRIOR TO THE ARCHITECT/ENGINEER. DRAWINGS SUBMITTED WITHOUT REVIEW WILL BE RETURNED UNCORRECTED. IF THE CONTRACTOR HAS ANY COMMENTS, THEY SHOULD BE ELECTRONICALLY SUBMITTED WITH THREE SETS OF PRINTS. ONE SET OF PRINTS WILL BE RETAINED BY THE ENGINEER. COMMENTS WILL BE PROVIDED BY THE BUILDING DEPARTMENT (WHERE REQUIRED) AND THE CONTRACTOR SHALL MAKE PUNCHES AS REQUIRED FOR DISTRIBUTION. IN ALL INSTANCES THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.

SHOP DRAWINGS FOR ALL STRUCTURAL ELEMENTS SHALL BE SUBMITTED TO H&A WITH 10 BUSINESS DAYS BEFORE THE TIME TO BE REVIEWED (MAXIMUM SHEET OR PAGE COUNT OF 30). IN THE CASE OF A LARGE SUBMITTAL, OR MORE THAN 1 SUBMITTAL FOR THE SAME PROJECT, AN ADDITIONAL BUSINESS DAY SHALL BE REQUIRED FOR EVERY 5 PAGES/SHEETS OVER 30. THE TIME INDICATED ABOVE IS FOR H&A'S REVIEW ONLY. IN ORDER TO MEET PROJECT SCHEDULES, THE CONTRACTOR MUST INCLUDE ENOUGH TIME FOR DELIVERY, ARCHITECTURAL REVIEW, AND OWNERS REVIEW.

THERE SHALL BE NO DEVIATION FROM THESE STRUCTURAL CONSTRUCTION DOCUMENTS. IF THE CONTRACTOR OR SHOP DRAWINGS PROPRIETARY CHANGES, THOSE CHANGES SHALL BE CLEARLY INDICATED AND SIGNED AND SEALED DRAWINGS AND CALLED FOR REVIEW BY THE REGISTERED FLORIDA PROFESSIONAL ENGINEER SUBMITTED. ANY CHANGES NOT APPROVED OR SUBMITTED WITHOUT THE PROPER DOCUMENTATION INDICATED THEREIN WILL RESULT IN REVISIONS BY THE ENGINEER OR ARCHITECT-OF-RECORD. THE COST FOR SAID REVISIONS, INCLUDING ENGINEERING AND ARCHITECTURAL FEES SHALL BE BORNE BY THE CONTRACTOR.

SHOP DRAWINGS FOR SPECIALTY ENGINEERED PRODUCTS: ALL SPECIALTY ENGINEERED PRODUCTS OR SYSTEMS REQUIRING SIGNED & SEALED CALCULATIONS AND FABRICATION OR ERECTION DRAWINGS PREPARED BY A DELEGATED ENGINEER.

THIS INCLUDES BUT IS NOT LIMITED TO CARBON FIBER REINFORCING SYSTEMS, CARBONKAYS AND THEIR FOUNDATIONS, SPECIALTY PILE FOUNDATION SYSTEMS, PRE-ENGINEERED TRUSSES, KF WALL SYSTEMS, ALL LIGHT GAUGE METAL STUD FRAMING SYSTEMS, ALUMINUM WALL SYSTEMS, GLAZED CURTAIN WALLS, PREFABRICATED STEEL STAIRS & RAILINGS, ALUMINUM PRECAST CONCRETE ELEMENTS, STRUCTURAL PRECAST OR TILT-UP SYSTEMS, GLASS FIBER REINFORCED CONCRETE PANEL SYSTEMS, DRINKING WATER SYSTEMS, STRUCTURAL STEEL CONNECTIONS REQUIRING ENGINEERING, TILT-WALL ERECTION DRAWINGS, GLULAM BEAMS, TECTUM PLANKING, PEMB, ETC.

SUBMITTALS SHALL CLEARLY IDENTIFY THE SPECIFIC PROJECT AND APPLICABLE CODES. LIST THE DESIGN CRITERIA AND SHOW ALL DETAILS AND PLANS NECESSARY FOR PROPER FABRICATION AND INSTALLATION. CALCULATIONS AND SHOP DRAWINGS SHALL IDENTIFY SPECIFIC PRODUCT UTILIZED. GENERIC PRODUCTS WILL NOT BE ACCEPTED.

SHOP DRAWINGS AND CALCULATIONS SHALL BE PREPARED UNDER THE DIRECT SUPERVISION AND CONTROL OF THE DELEGATED ENGINEER. SHOP DRAWINGS AND CALCULATIONS REQUIRE THE IMPRESSED SEAL, DATE AND SIGNATURE OF THE DELEGATED ENGINEER.

COMPUTER PRINTOUTS ARE AN ACCEPTABLE SUBSTITUTE FOR MANUAL COMPUTATIONS PROVIDED THEY ARE ACCOMPANIED BY SUFFICIENT DESCRIPTIVE INFORMATION TO PERMIT THEIR PROPER EVALUATION. SUCH DESCRIPTIVE INFORMATION SHALL BEAR THE IMPRESSED SEAL AND SIGNATURE OF THE DELEGATED ENGINEER AS AN INDICATION THAT HEES & ASSOCIATES ACCEPTED RESPONSIBILITY FOR THE RESULTS. THE CONTRACTOR SHALL SIGNATURE AND SEAL THE STRUCTURAL ENGINEER WILL RETAIN ONE SIGNED AND SEALED BLUELINE PRINT FOR RECORD.

DRAWINGS PREPARED SOLELY TO SERVE AS A GUIDE FOR FABRICATION AND INSTALLATION (SUCH AS REINFORCING STEEL SHOP DRAWINGS OR STRUCTURAL STEEL ERECTION DRAWINGS) AND REQUIRING NO ENGINEERING DO NOT REQUIRE THE SEAL OF A DELEGATED ENGINEER.

CATALOG INFORMATION ON STANDARD PRODUCTS DOES NOT REQUIRE THE SEAL OF A DELEGATED ENGINEER.

REVIEW BY THE STRUCTURAL ENGINEER OF RECORD OF SUBMITTALS IS LIMITED TO VERIFYING THE FOLLOWING:

- a) THAT THE SPECIFIED STRUCTURAL SUBMITTALS HAVE BEEN FURNISHED;
- b) THAT THE STRUCTURAL SUBMITTALS HAVE BEEN SIGNED AND SEALED BY THE DELEGATED ENGINEER;
- c) THAT THE DELEGATED ENGINEER HAS UNDERSTOOD THE DESIGN INTENT AND HAS USED THE SPECIFIED STRUCTURAL CRITERIA. (NO DETAILED CHECK OF CALCULATIONS WILL BE MADE);
- d) THAT THE CONFIGURATION SET FORTH IN THE STRUCTURAL SUBMITTALS IS CONSISTENT WITH THE CONTRACT DOCUMENTS. (NO DETAILED CHECK OF DIMENSIONS OR QUANTITIES WILL BE MADE).

SUBMITTALS NOT MEETING THE CRITERIA LISTED IN THIS SECTION WILL NOT BE REVIEWED.

FOUNDATIONS:

ARE DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 2,000 psf ON COMPACTED FILL BEFORE CONSTRUCTION COMMENCES. SOIL BEARING CAPACITY SHALL BE VERIFIED BY A SUBSURFACE INVESTIGATION, AS WELL AS FIELD AND LABORATORY TESTS PERFORMED ON CERTIFIED TESTING LABORATORY, WHOSE REPORT SHALL INCLUDE ANALYSIS AND RECOMMENDATIONS FOR SITE PREPARATION IN ORDER TO BEAR THE FOUNDATION LOADS. ABOVE-SITE TESTS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR REVIEW BEFORE FOUNDATION CONSTRUCTION BEGINS.

PENETRATIONS:

NO PENETRATIONS SHALL BE MADE IN ANY STRUCTURAL MEMBERS OTHER THAN THOSE LOCATED ON THESE DRAWINGS WITHOUT PREVIOUS APPROVAL OF THE ENGINEER.

FORMWORK AND SHORING:

NO FORMWORK, CONCRETE SHALL BE STRIPPED UNTIL IT HAS REACHED AT LEAST TWO THIRDS OF THE 28 DAY DESIGN STRENGTH. DESIGN, ERECTION AND REMOVAL OF ALL FORMWORK, SHORES AND SHEET PILES MUST MEET THE REQUIREMENTS SET FORTH IN ACI STANDARDS 347 AND 301.

PLUMBING OR BRICK:

MINIMUM SLEEVE SPACING SHALL BE THREE DIAMETERS CENTER TO CENTER OF THE LARGER SLEEVE OR IF CLEAR BETWEEN SLEEVES, WHICHEVER IS GREATER. PRIOR TO CONSTRUCTION SLEEVE LOCATIONS AND SIZES SHALL BE APPROVED BY THE ENGINEER.

EMBEDDED CONDUITS:

LOCATIONS AND SIZES OF CONDUIT MUST BE APPROVED BY THE ENGINEER. PRIOR TO PLACEMENT WITHIN SLABS, BEAMS OR WALLS, CONDUIT SHALL OCCUPY ONLY THE MIDDLE ONE THIRD OF THE MEMBER DEPTH OR THICKNESS. MAXIMUM CONDUIT D.O. FOR SINGLE CONDUITS OR SUM OF D.O.'S FOR MULTIPLE CONDUITS THAT CROSS SHALL BE NO LARGER THAN ONE THIRD THE SLAB DEPTH. PARALLEL CONDUITS SHALL BE SPACED WITH A MINIMUM OF 3 DIAMETERS CLEAR. CONDUITS SHALL BE A MINIMUM OF ONE DIAMETER AWAY FROM AND SHALL NOT INTERFERE WITH OR DISPLACE ANY REINFORCING. CONDUIT SHALL NOT BE PLACED IN CONTACT WITH REINFORCING. CONDUIT SHALL NOT OCCUR WITHIN COLUMN ZONES OF SLABS AND OR TRANSFER BEAMS. CONDUIT PLACEMENT SHALL NOT IMPAIR THE STRENGTH OF THE CONSTRUCTION AS JUDGED BY THE ENGINEER.

REINFORCING STEEL:

SHALL BE ASTM A615 GRADE 60 DEFORMED BARS. FREE FROM OIL, SCALE AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL BENDING DIAGRAM AND SCALE AND RUST DETAILS OF ACI STANDARDS AND SPECIFICATIONS. SECURE APPROVAL OF SHOP DRAWINGS PRIOR TO COMMENCING FABRICATION.

WELDED WIRE FABRIC:

TO CONFORM TO ASTM A-185, FREE FROM OIL, SCALE AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL BENDING DIAGRAM AND SCALE AND RUST DETAILS OF ACI STANDARDS AND SPECIFICATIONS. MINIMUM LAP SHALL BE ONE SPACE PLUS TWO INCHES. USE OF PLANT MANUFACTURED STEEL IS RECOMMENDED.

CONCRETE:

SHALL BE AN APPROVED MIX DESIGN PROPORTIONED TO ACHIEVE A STRENGTH AT 28 DAYS AS LISTED BELOW WITH A PLASTIC AND WORKABLE MIX: 4000psi EXTERIOR SLAB 3000psi FOR ALL OTHER CONCRETE

CONCRETE SHALL BE PLACED AND CURED ACCORDING TO ACI STANDARDS AND SPECIFICATIONS.

SUBMIT PROPOSED MIX DESIGN WITH RECENT FIELD CYLINDER OR LAB TESTS FOR REVIEW PRIOR TO USE. MIX SHALL BE UNIQUELY IDENTIFIED BY MIX NUMBER OR OTHER POSITIVE IDENTIFICATION. MIX SHALL MEET THE REQUIREMENTS OF ASTM C39 FOR COARSE AGGREGATE. CONCRETE SHALL COMPLY WITH THE REQUIREMENTS OF ASTM STANDARD 119 FOR MEASURING, TRANSFERRING, ETC. CONCRETE TICKETS SHALL BE TIME STAMPED WHEN CONCRETE IS BATCHED. THE MAXIMUM TIME ALLOWED FROM THE TIME THE MIXING WATER IS ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1 1/2) HOURS. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE CONCERNING ITS BATCHING, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR OF ANY NON-COMPLIANCE WITH ABOVE. SLABS SHALL BE CURED USING AN INSULATING CURING COMPOUND MEETING ASTM STANDARD C309 TYPE 1-D AND SHALL HAVE A MINIMUM CURING PERIOD OF 7 DAYS. SLABS SHALL BE PROTECTED FROM DAMAGE COMPLETED OR AS SOON AS THE WATER HAS LEFT THE UNFINISHED CONCRETE SURFACE. FRESH AREAS IN THE CURING MEMBRANE SHALL BE RECOATED DAILY. CALCIUM CHLORIDES SHALL NOT BE UTILIZED. OTHER ADMIXTURES MAY BE USED ONLY WITH THE APPROVAL OF THE ENGINEER.

CONSTRUCTION OR CONTROL JOINTS SHALL BE PROVIDED IN SLABS ON GRADE SO THAT THE MAXIMUM AREA OF THE SLAB BETWEEN JOINTS SHALL BE 144 SQUARE FEET, OR AS SHOWN ON THE PLANS. SAW CUT CONTROL JOINTS SHALL BE MADE AS SOON AS POSSIBLE AFTER POURING AND SHALL BE CURED USING A WIRE CURING DEVICE. CONCRETE SHALL NOT BE DAMAGED BY EQUIPMENT, BUT NO LATER THAN 24 HOURS. ASPECT RATIO (LONGSIDE TO SHORTSIDE OF CONCRETE AREA) SHALL NOT EXCEED 1:5. NO EMBEDDED ANCHORS OR OTHER FIXED METAL ITEMS SHALL EXTEND THROUGH JOINTS, UNLESS OTHERWISE NOTED. EMBEDDED ANCHORS AND OTHER FIXED METAL ITEMS SHALL BE CONTINUOUS BETWEEN CONCRETE JOINTS, UNLESS OTHERWISE NOTED. ENGINEER SHALL APPROVE LOCATION OF ALL JOINTS NOT SHOWN ON DRAWINGS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL.

CONCRETE MIX DESIGNS SHALL INCLUDE A WRITTEN DESCRIPTION INDICATING WHERE EACH PARTICULAR MIX IS TO BE PLACED WITHIN THE STRUCTURE. IF ACCEPTED, PEA ROCK PUMP MIX IS LIMITED TO VERTICAL ELEMENT POURS AND BEAM POURS LESS THAN 60 LINEAL FEET PER POUR.

CONCRETE DESIGN MIX SUBMITTALS SHALL INCLUDE TESTING AND STATISTICAL BACKUP DATA AS PER CHAPTER 5 OF ACI 318.

WATERPROOFING TAP FOR CONCRETE AT EXTERIOR BALCONIES OR CONCRETE EXPOSED TO WEATHER SHALL NOT EXCEED 9/40 BY WEIGHT.

CONCRETE TESTING:

AN INDEPENDENT TESTING LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE:

- A) ASTM C143 - STANDARD TEST METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE. SLUMP RANGE SHALL BE 3 TO 4 INCHES.
- B) ASTM C29 - STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS. A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS, FOR EACH VARIATION OF CURING METHOD THEREOF, FOR EACH PER DAY. CYLINDERS/QUANTITIES AND TEST AGE AS FOLLOWS:

- 1 AT 7 DAYS
- 2 AT 28 DAYS

ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE ENGINEER, IF REQUIRED. IF 28 DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDER(S) MAY BE DISCARDED.

MASONRY:

MASONRY UNITS SHALL MEET ASTM C-90 FOR HOLLOW LAUD BEARING TYPE MASONRY WITH UNIT STRENGTH OF 1900 psi OR THE NET AREA ($f_m = 1900$ psi). MORTAR SHALL BE TYPE "N" OR "S" AND MEET ASTM C-270. GROUT SHALL BE 2000 psi MINIMUM COMPRESSIVE STRENGTH AND MEET ASTM C-476. PROVIDE HOLED DOWELS IN FOOTINGS FOR VERTICAL REINFORCING ABOVE. LAP SPICES 48 BAR DIAMETERS.

BLOCK CELLS SHALL BE GROUT FILLED WITH VERTICAL REINFORCING BARS AT CORNERS, REINTEGRATIONS, EACH SIDE OF OPENINGS AND AT ALL OTHER LOCATIONS AS SHOWN ON THE PLANS. DOWELS SHALL BE USED TO PROVIDE CONTINUITY INTO THE STRUCTURE ABOVE AND BELOW. REINFORCING SHALL BE WELDED TO THE MORTAR, OR SPECIAL UNITS TO CONFINE CONCRETE AND GROUT TO AREA REQUIRED. MASONRY SHALL BE LAD IN RUNNING BOND PATTERN UNLESS NOTED OTHERWISE. INTERSECTING WALLS SHALL BE INTERLOCKED WITH RUNNING BOND UNLESS NOTED OTHERWISE.

PROVIDE 6 GAGE GALVANIZED HORIZONTAL JOINT REINFORCING (DWR-O-WALL OR ENGINEER APPROVED SUBSTITUTION) AT ALTERNATE BLOCK COURSES.

WALL CONTROL JOINTS SHALL BE PROVIDED IN CONCRETE MASONRY CONSTRUCTION AT LOCATIONS INDICATED ON THE STRUCTURAL DRAWINGS. IF THEY ARE NOT SHOWN, LOCATE WALL CONTROL JOINTS AT 24'-0" c.c. MAXIMUM AND SHOW LOCATIONS ON TEST PERFORMED ON CERTIFIED TESTING LABORATORY. WALLS BE STOPPED EACH SIDE OF CONTROL JOINTS. BOND BEAM AND RIBBON OR KNOC-OUT BLOCK BEAM REINFORCEMENT SHALL BE CONTINUOUS THROUGH CONTROL JOINTS. SEE ARCHITECTURAL DRAWINGS FOR SEALANT REQUIREMENTS AT CONTROL JOINTS.

SUBMIT PROPOSED GROUT MIX DESIGN FOR REVIEW PRIOR TO USE. MIX SHALL BE UNIQUELY IDENTIFIED BY MIX NUMBER OR OTHER POSITIVE IDENTIFICATION. GROUT SLUMP SHALL BE BETWEEN 8 AND 11 INCHES. USE OF SUPERPLASTICIZER IS PROHIBITED.

CELLS TO BE GROUT FILLED SHALL HAVE VERTICAL ALIGNMENT SUFFICIENT TO MAINTAIN A CLEAR, UNOBSTRUCTED, CONTINUOUS VERTICAL GROUT SPACE. REINFORCEMENT SHALL BE FILLED SOLELY WITH GROUT. GROUT SHALL BE GROUT FILLED IN EACH POUR IN EXCESS OF 5 FEET IN HEIGHT. ANY OVERHANGING MORTAR OR OTHER OBSTRUCTION OR DEBRIS SHALL BE REMOVED FROM THE INSIDES OF SUCH CELL WALLS. THE CLEANNESS OF THE SLAB SHALL BE SEALED BEFORE GROUTING. AFTER INSPECTION, PLACE OF WIRE LATH OR WIRE SCREEN OVER CORES NOT TO BE FILLED (SHEET METAL AND FELT PROHIBITED).

VERTICAL REINFORCEMENT SHALL BE HELD IN POSITION AT TOP AND BOTTOM AND AT INTERVALS NOT EXCEEDING 192 BAR DIAMETERS. CELLS CONTAINING REINFORCEMENT SHALL BE FILLED SOLELY WITH GROUT. GROUT SHALL BE PLACED IN LIFTS OF 4 FEET MAXIMUM HEIGHT. GROUT SHALL BE CONSOLIDATED AT TIME OF PLACING BY VIBRATING AND RECONSOLIDATED LATER BY VIBRATING BEFORE PLASTICITY IS LOST.

WHEN TOTAL GROUT POUR EXCEEDS 5 FEET IN HEIGHT, THE GROUT SHALL BE PLACED IN 4 FOOT LIFTS. MINIMUM CELL DIMENSION SHALL BE IN ACCORDANCE WITH TABLE 5.07 OF ACI 308.11 9 X 9" FOR COARSE GROUT, 5 X 7" MAXIMUM FOUR HEIGHT.

WHEN THE GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINTS SHALL BE MADE BY STOPPING THE POUR OF GROUT NOT LESS THAN 1-1/2 INCH BELOW THE TOP OF THE UPPERMOST UNIT GROUTED.

POST-INSTALLED ANCHORS:

POST-INSTALLED ANCHORS SHALL ONLY BE USED WHERE SPECIFIED ON THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE STRUCTURAL ENGINEER-OF-RECORD PRIOR TO INSTALLING POST-INSTALLED ANCHORS. IN CASES OF MISSING OR MISPLACED CAST-IN PLACE ANCHORS, CARE SHALL BE TAKEN IN PLACING POST-INSTALLED ANCHORS TO AVOID CONFLICTS WITH EXISTING REBAR. HOLES SHALL BE CLEANED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS. SUBSTITUTION REQUESTS FOR OTHER TYPES OTHER THAN THOSE SPECIFIED THEREIN SHALL BE APPROVED BY THE CONTRACTOR TO THE STRUCTURAL ENGINEER-OF-RECORD ALONG WITH CALCULATIONS THAT ARE PREPARED & SEALED BY A REGISTERED PROFESSIONAL ENGINEER IN FLORIDA. THE CALCULATIONS SHALL DEMONSTRATE THAT THE SUBSTITUTED PRODUCT IS CAPABLE OF ACHIEVING EQUIVALENT OR BETTER PERFORMANCE VALUES OF THE SPECIFIED PRODUCT USING THE APPROPRIATE DESIGN PROCEDURE AND/OR STANDARDS(S) AS REQUIRED BY THE BUILDING CODE.

CONCRETE ANCHORS:

MECHANICAL ANCHORS FOR USE IN CRACKED AND UNCRACKED CONCRETE SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ACI 308.2 AND ICC-ES AC-108. PRE-APPROVED MECHANICAL ANCHORS INCLUDE:

- 1. SIMPSON STRONG-TIE "STRONG-BOLT" (ICC-ES ESR-1771)
- 2. SIMPSON STRONG-TIE "TITENHD" (ICC-ES ESR-2713)
- ADHESIVE ANCHORS FOR USE IN CRACKED AND UNCRACKED CONCRETE SHALL BE USED AS FOLLOWS: AT THE ONSET OF EACH APPLICATION, A MANUFACTURER'S REPRESENTATIVE MUST BE PRESENT TO WITNESS AT LEAST FIVE ON-SITE INSTALLATIONS. INSTALLERS MUST BE TRAINED BY THE MANUFACTURER. EACH CERTIFIED INSTALLER WILL BE ISSUED A CERTIFICATION CARD TO VERIFY THEIR TRAINING AND SHALL BE REQUIRED TO CARRY THEIR CERTIFICATION CARD ON THEIR PERSON. CERTIFIED INSTALLERS SHALL PROVIDE WRITTEN DOCUMENTATION THAT ALL ANCHORS HAVE BEEN INSTALLED PER THE MANUFACTURER'S INSTRUCTIONS. ANCHORS SHALL ALSO HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ICC-ES AC-308. PRE-APPROVED MECHANICAL ANCHORS INCLUDE:
- 1. SIMPSON STRONG-TIE "SET" (ICC-ES ESR-1772)
- 2. HILT HIT-RE 500 V3 (ICC-ES ESR-2038)

MASONRY ANCHORS:

ANCHORAGE TO SOLID-GROUTED CONCRETE MASONRY. MECHANICAL AND CONCRETE SCREW ANCHORS FOR USE IN SOLID-GROUTED CONCRETE MASONRY SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ICC-ES AC109 OR AC106, RESPECTIVELY. PRE-APPROVED MECHANICAL AND CONCRETE SCREW ANCHORS INCLUDE:

- SIMPSON STRONG-TIE WEDGE-ALL (ICC-ES ESR-1596)
- SIMPSON STRONG-TIE TITENHD (ICC-ES ESR-1056)
- ADHESIVE ANCHORS FOR USE IN SOLID-GROUTED CONCRETE MASONRY SHALL HAVE BEEN TESTED AND QUALIFIED FOR USE IN ACCORDANCE WITH ICC-ES AC058. PRE-APPROVED ADHESIVE ANCHORS INCLUDE:
- SIMPSON STRONG-TIE "SET" (ICC-ES ESR-1772)
- SIMPSON STRONG-TIE "ACRYLIC-TE" (ICC-ES ESR-1056)
- HILT HIT HY270 (ICC-ES ESR-1939)

ANCHORAGE TO HOLLOW CONCRETE MASONRY/UNREINFORCED GLAY BRICK MASONRY

SCREW ANCHORS FOR USE IN HOLLOW CONCRETE MASONRY SHALL HAVE BEEN TESTED AND QUALIFIED IN ACCORDANCE WITH ICC-ES AC106. PRE-APPROVED SCREW ANCHORS INCLUDE:

- SIMPSON STRONG-TIE TITENHD (ICC-ES ESR-1056)
- ADHESIVE ANCHORS WITH SCREEN TUBES FOR USE IN HOLLOW CONCRETE MASONRY/UNREINFORCED GLAY BRICK MASONRY SHALL BE TESTED AND QUALIFIED IN ACCORDANCE WITH ICC-ES AC058 OR AC106, AS APPROPRIATE. THE APPROPRIATE CONCRETE SHALL BE USED AS CONCRETE. THE MANUFACTURER'S REPRESENTATIVE MUST BE PRESENT TO WITNESS AT LEAST FIVE ON-SITE INSTALLATIONS. INSTALLERS MUST BE TRAINED BY THE MANUFACTURER. PRE-APPROVED ADHESIVE ANCHORS WITH SCREEN TUBES INCLUDE:
- SIMPSON STRONG-TIE "SET" (ICC-ES ESR-1772)
- SIMPSON STRONG-TIE "ACRYLIC-TE" (ICC-ES ESR-1056)
- SIMPSON STRONG-TIE "E" (ICC-ES ESR-4945)

POWER-ACTUATED FASTENERS (PAF) SHALL BE BY SIMPSON STRONG-TIE (ICC-ES ESR-2138) OR ENGINEER APPROVED EQUAL.

GAZ-ACTUATED FASTENERS (GAF) SHALL BE BY SIMPSON STRONG-TIE (ICC-ES ESR-2811) OR ENGINEER APPROVED EQUAL.

EXISTING STRUCTURE:

INFORMATION SHOWN FOR THE EXISTING STRUCTURE ON THESE DRAWINGS WAS TAKEN FROM THE DRAWINGS THAT WERE:

PREPARED FOR: CITY OF NORTH PORT
 PREPARED BY: O'DONNELL, NACCARATO, MINGOOGA JACKSON STRUCTURAL ENGINEERS

ENTITLED: CITY HALL & PLANCE STATION 50X CONSTRUCTION DRAWINGS DATED: 12/04/15

WORK SHOWN ON THESE PLANS ASSUMES THAT THE ORIGINAL CONSTRUCTION WAS PERFORMED IN ACCORDANCE WITH THE ABOVE INDICATED ORIGINAL DRAWINGS INCLUDING (BUT NOT LIMITED TO) DIMENSIONS, ELEVATIONS, MEMBER SIZES, MATERIALS, DETAILS, ETC. IT IS THE CONTRACTOR'S RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE CONDITIONS RELATIVE TO THE EXISTING STRUCTURE AND TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS.

ABBREVIATIONS

A.B.	ANCHOR BOLT	K	KSI	KIPS (1000#)
A.E.F.	ABOVE FINISHED FLOOR	KFS	KIPS PER SQUARE FOOT	KIPS PER SQUARE FOOT
ALT.	ALTERNATE	L	LONG LEG	LONG LEG HORIZONTAL
AND	AND	LUH	LONG LEG HORIZONTAL	LONG LEG HORIZONTAL
APPROX.	APPROXIMATE	MAX.	MAXIMUM	MAXIMUM
APVVD.	APPROVED	MEZZ.	MEZZANINE	MEZZANINE
AVG.	AVERAGE	MANUF.	MANUFACTURER	MINIMUM
BL.	BUILDING	MNC.	MISCELLANEOUS	MINIMUM
BOTTOM	BOTTOM	NS	NEAR SIDE	NEAR SIDE
C.I.	CENTERLINE	OC	OPPOSITE CORNER	NUMBER OR REBAR SIZE
CL OR CLR	CLEAR OR CLEARANCE	O.H.	ON CENTER	OPPOSITE HAND
CONN.	CONNECTION	O.C.	ON CENTER	POWDER ACTUATED FASTENER
CONJ.	CONCRETE MASONRY UNIT	P.A.F.	POWDER ACTUATED FASTENER	POUNDS PER CUBIC FOOT
CONST.	CONSTRUCTION	PCF	POUNDS PER CUBIC FOOT	POUNDS PER SQUARE INCH
CONC.	CONCRETE	PSI	POUNDS PER SQUARE FOOT	POST TENSIONED
COL.	COLUMN	PROJ.	PROJECTION	REF.
CONC.	CENTER	REF.	REFORMED BAR ANCHOR	REINFORCING
CONC.	CONCRETE	REIN.	REINFORCING	REQUIRED
CONC.	CONCRETE	SCH.	SCHEDULE	SIMILAR
CONC.	CONCRETE	SCHED.	SCHEDULE	SHORT LEG HORIZONTAL
CONC.	CONCRETE	SLV	SHORT LEG VERTICAL	SHORT LEG HORIZONTAL
CONC.	CONCRETE	SPEC.	SPECIFICATION	SQUARE FEET
CONC.	CONCRETE	SO	SOFT	STAIRS
CONC.	CONCRETE	S.S.	STAINLESS STEEL	STANDARD
CONC.	CONCRETE	STD.	STANDARD	STIFFENER
CONC.	CONCRETE	STIFF.	STIFFENER	STRUCTURAL
CONC.	CONCRETE	STUCT.	STRUCTURAL	SYMMETRICAL
CONC.	CONCRETE	SYM.	SYMMETRICAL	TENSILE EDGE
CONC.	CONCRETE	THD.	THREAD	THROUGH
CONC.	CONCRETE	TRD.	TRUSS	TOP OF WALL
CONC.	CONCRETE	TRD.	TRUSS	TEMPORARY
CONC.	CONCRETE	TWALL	TWO WALL	THROUGH
CONC.	CONCRETE	U.O.S.	UNLESS NOTED OTHERWISE	WALL CONTROL JOINT
CONC.	CONCRETE	U.S.	UNLESS NOTED OTHERWISE	WEIGHT
CONC.	CONCRETE	W.C.J.	WALL CONTROL JOINT	WITH
CONC.	CONCRETE	WT.	WEIGHT	WITHOUT
CONC.	CONCRETE	W/W	WITHOUT	WELDED WIRE FABRIC
CONC.	CONCRETE	W/WF	WITHOUT	

LEGEND

ITEM	SYMBOL
CONCRETE	
GROUT	
EARTH	
SOIL	
SECTION INDICATOR	
DETAIL INDICATOR	
COLUMN TYPE	
FOOTING TYPE	
TOP OF FOOTING ELEVATION	
SPOT ELEVATION TOP OF CONCRETE	
STEP IN FTG. OR GRADE BEM TO CLG PLUMB	
CENTERLINE BEAM SPLICE AND PLATE	
CENTERLINE NUMBER (PRECEDING) PLUS OR TENSION MINUS OR COMPRESSION	
POUNDS (FOLLOWING)	
STRUCTURE OR DEPRESSION SLAB	
TOP OF STEEL ELEVATION	

Project No: 720044
 Issue Date: 11-05-2020
 Drawn By: DEM
 Approved By: KFH
 Scale:
 Drawing Title: GENERAL NOTES & INFORMATION
 Drawing No: S1.0

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NOTES:
 DO NOT SCALE OFF THESE DRAWINGS. LAYOUT THE BUILDING USING APPLICABLE CONTRACT DRAWINGS. BUILDING DIMENSIONS AND THE LOCATION OF ALL STRUCTURAL ELEMENTS INCLUDING BUT NOT LIMITED TO SLAB EDGES, WALLS, COLUMNS, OPENINGS AND DEPRESSIONS SHALL BE COORDINATED WITH THE ARCHITECTURAL DRAWINGS PRIOR TO LAYOUT OF THE BUILDING. RESOLVE ANY DISCREPANCIES.

TO THE BEST OF THE ENGINEER-OF-RECORD'S KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED ON THESE DOCUMENTS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES.

CONSTRUCTION DOCUMENTS



City of North Port
City Hall Generator Addition

North Port, Florida

Consultants:



Revisions:

No.	Date	Description



Project No.: 720044

Issue Date: 07-31-2020

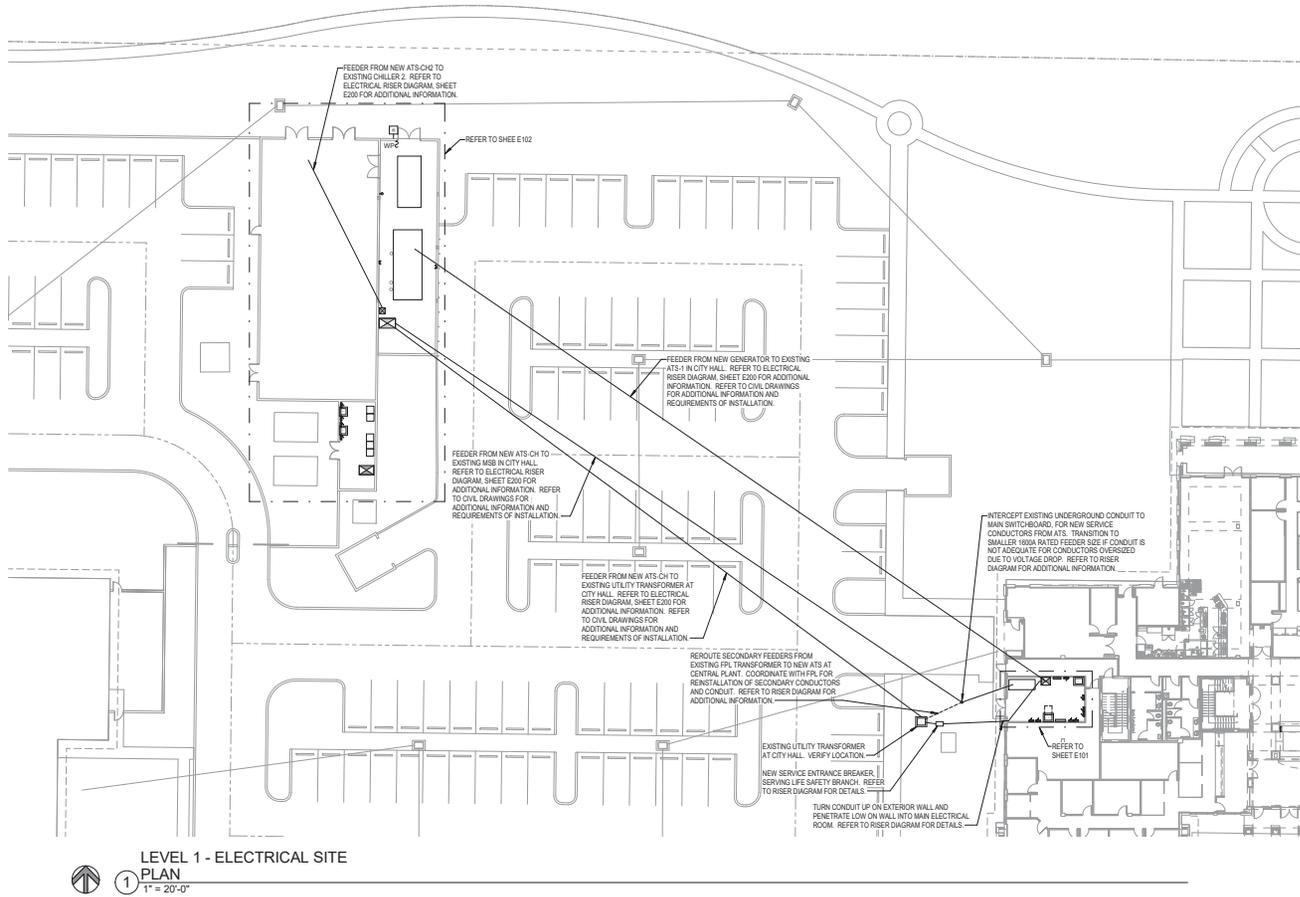
Drawn By: DRJ

Approved By: Approver

Scale: 1" = 20'-0"

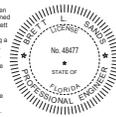
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ELECTRICAL SITE
PLAN

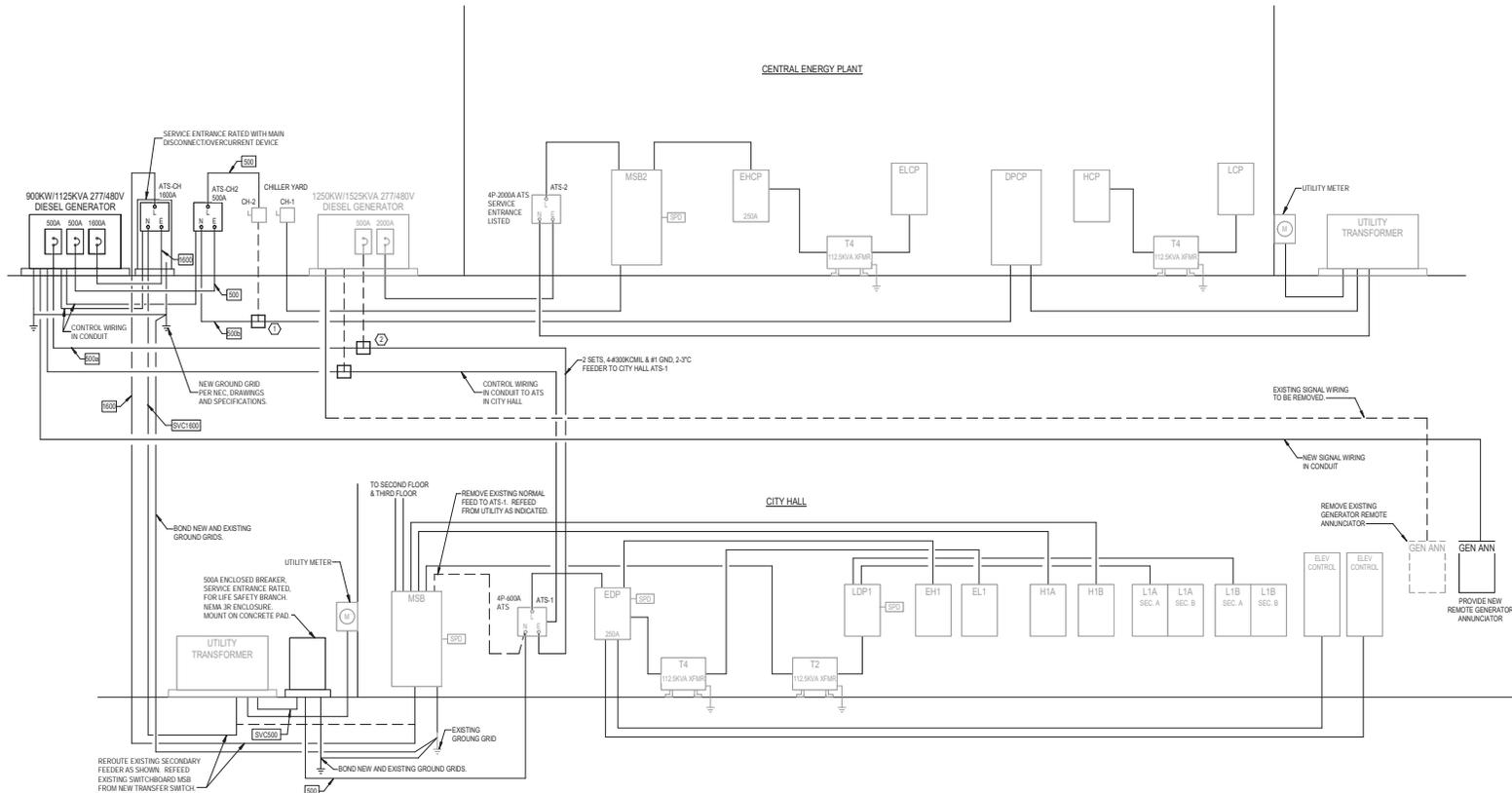
Drawing No.: E100



1 PLAN
1" = 20'-0"

This item has been electronically signed and sealed by Brett L. Banks, PE on 10-15-2020 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.





1 ELECTRICAL RISER DIAGRAM
N.T.S.

COPPER CONDUCTOR/FEEDER SCHEDULE (90/75 RATED)						
SYMBOL	NUMBER OF SETS	PHASE CONDUCTORS (QUANTITY) SIZE - AWG	NEUTRAL CONDUCTORS (QUANTITY) SIZE - AWG	GROUNDING CONDUCTORS (QUANTITY) SIZE - AWG	CONDUIT SIZE (QUANTITY) SIZE	REMARKS
500	2	(3) #250 KCMIL	(1) #250 KCMIL	(1) #2	(1) 3" FOR EACH RUN	
500a	2	(3) #300 KCMIL	(1) #300 KCMIL	(1) #1	(1) 3" FOR EACH RUN	
500b	1	(3) #500 KCMIL	(1) #600 KCMIL	(1) #2	(1) 4" FOR EACH RUN	
1600	4	(4) #600 KCMIL	(1) #600 KCMIL	(1) #4#0	(1) 4" FOR EACH RUN	
SVCS50	2	(3) #250 KCMIL	(1) #250 KCMIL	---	(1) 2-1/2" FOR EACH RUN	
SVCS1600	4	(3) #500 KCMIL	(1) #600 KCMIL	---	(1) 4" FOR EACH RUN	

ELECTRICAL RISER KEY NOTES	
#	KEYED NOTE TEXT
1	EXISTING FEEDER FROM CH-2 TO DPCP TO BE REMOVED AND REPLACED WITH NEW FROM DPCP TO ATS-CH2. EXISTING CONDUIT MAY BE INTERCEPTED AND REUSED WHERE POSSIBLE.
2	EXISTING FEEDER FROM EXISTING GENERATOR TO EXISTING ATS-1 TO BE REMOVED AND REPLACED WITH NEW TO NEW GENERATOR. EXISTING CONDUIT MAY BE INTERCEPTED AND REUSED WHERE POSSIBLE.

GENERATOR LOAD CALCULATION:

	PEAK LOAD PER FPL (KW)	FACTOR PER NEC	TOTAL	SIZE @ 80% FOR STARTING LOADS	TOTAL KW
CITY HALL	281	1.25	351.25	1.25	439
CHILLER	280	1.25	350.75	1.25	437
			702.00		876

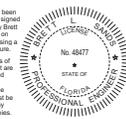
SIZE @ 800KW

FUEL CALCULATION:

FUEL CAPACITY: 96 HOURS RUN TIME	
GAL/HOUR CONSUMPTION @ 75% LOAD	62
RUN TIME	96
	5952 GALLONS

(USE 9000 GALLON TANK (THIS DOES NOT INCLUDE THE 900 GAL SUB-BASE TANK))

This item has been electronically signed and sealed by Brett L. Smith, PE on 10-10-2020 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



Project No.: 720044

Issue Date: 07-31-2020

Drawn By: Author
Approved By: Approver
Scale: 1/2" = 1'-0"

Drawing Title: ELECTRICAL RISER DIAGRAM - CENTRAL PLANT

Drawing No.: E200

CITY OF NORTH PORT City Hall Generator



CITY OF NORTH PORT

4970 CITY HALL BLVD.
NORTH PORT, FLORIDA 34286
CONTACT PERSON:
DEREK APPLIGATE, PROJECT MANAGER

PREPARED BY:

TLC ENGINEERING SOLUTIONS, INC.

13099 S. CLEVELAND AVE., SUITE 500
FORT MYERS, FLORIDA 33907
(239) 275-4240
CONTACT PERSON:
BRETT L. SANDS, PE
PRINCIPAL
BRETT.SANDS@TLC-ENG.COM



**CITY OF NORTH PORT
CITY HALL GENERATOR
4970 City Hall Boulevard
North Port, Florida 34286**

OWNER

City of North Port
4970 City Hall Boulevard
North Port, Florida 34286

ENGINEER

TLC Engineering Solutions, Inc.
13099 S. Cleveland Ave.
Suite 500
Fort Myers, Florida 33907
Phone: 239-275-4240

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City of North Port - City Hall Generator
Agreement #2020-12
07/31/2020

DOCUMENT 00003
PROFESSIONAL SIGNATURE AND SEAL

Electrical Engineer

Brett L. Sands, PE
TLC Engineering Solutions, Inc.
13099 S. Cleveland Ave.
Suite 500
Fort Myers, Florida 33907
Phone: 239-275-4240

Date

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**SECTION 260010
BASIC REQUIREMENTS & GENERAL CONDITIONS**

PART 1 - GENERAL

1.01 GENERAL

- A. Basic Requirements: The Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to all work.
- B. General Provisions: Provide all labor, materials, equipment, and incidentals required to make ready for use complete systems as specified herein and shown on the drawings.
- C. Provide and Install: The word "provide" where used on the Drawings or in the Specifications shall mean "furnish, install, mount, connect, test, complete, and make ready for operation". The word "install" where used on the Drawings or in the Specifications shall mean "mount, connect, test, complete, and make ready for operation". Perform work required by, and in accordance with, the Contract Documents.
- D. Installation: Provide and place in satisfactory condition, ready for proper operation, raceways, wires, cables, and other material needed for all complete electrical systems required by the Contract Documents. Additional raceways and wiring shall be provided to complete the installation of the specific equipment provided. Include auxiliaries and accessories for complete and properly operating systems. Provide electrical systems and accessories to comply with the NEC, state and local codes and ordinances. It is the intent of these Specifications that the electrical systems be suitable in every way for the use intended. Material and work which is incidental to the work of this Contract shall be provided at no additional cost to the Contract.
- E. Field Connections: Provide field connections to remote equipment and control panels. Provide raceway, wire, and interconnections between equipment, transmitters, local indicators, and receivers. Provide 120V and low voltage surge protection equipment in accordance with Section 264313 at equipment as required. Install field connections to "packaged" equipment.

1.02 SCOPE OF WORK

- A. General: Provide labor, materials, permits, inspections and re-inspection fees, tools, equipment, transportation, insurance, temporary protection, temporary power and lighting, supervision and incidental items essential for proper installation and operation of the Electrical systems indicated in the Contract Documents. Provide materials not specifically mentioned or indicated but which are usually provided or are essential for proper installation and operation of the systems indicated in the contract documents.
- B. Notices: City of North Port will submit and pay for permits. Coordinate with the City Project Manager to provide notices, and obtain permits and approvals from authorities having jurisdiction.

1.03 INTERPRETATION OF DRAWINGS

- A. General: The electrical drawings are diagrammatic and are not intended to show exact locations of raceway runs, outlet boxes, junction boxes, pull boxes, etc. The locations of equipment, fixtures, raceways, outlets, boxes and similar devices shown on the drawings are approximate only. Exact locations shall be determined and coordinated in the field. The right is reserved to change, without additional cost, the location of any outlet within the same room or general area

before it is permanently installed. Obtain all information relevant to the placing of electrical work and in case of interference with other work, proceed as directed by the Engineer or Owner.

- B. Discrepancies: Notify the Engineer of any discrepancies found during construction of the project. The Engineer will provide written instructions as to how to proceed with that portion of work. If a conflict exists between the Contract Documents and an applicable code or standard, the most stringent requirement shall apply.
- C. Wiring: Each three-phase circuit shall be run in a separate Raceway unless otherwise shown on the Drawings. Unless otherwise accepted by the Engineer, Raceway shall not be installed exposed. Where circuits are shown as "home-runs" all necessary fittings, supports, and boxes shall be provided for a complete raceway installation.
- D. Layout: Circuit layouts are not intended to show the number of fittings, or other installation details. Connections to equipment shall be made as required, and in accordance with the accepted shop and manufacturer's setting drawings.
- E. Coordination: Coordinate final equipment locations. Layout before installation so that all trades may install equipment in available space. Provide coordination as required for installation in a neat and workmanlike manner.

1.04 EQUIPMENT SIZE AND HANDLING

- A. Coordination: Investigate each space in the structure through which equipment must pass to reach its final location. If necessary, ship the equipment in sections of specific sizes to permit the passing through the necessary areas within the structure.
- B. Handling: Equipment shall be kept upright at all times. When equipment has to be tilted for ease of passage through restricted areas during transportation, the manufacturer shall be required to brace the equipment suitably, to insure that the tilting does not impair the functional integrity of the equipment.

1.05 RECORD DRAWINGS

- A. Production: The Contractor shall maintain two (2) sets of black or blue line on white drawings to maintain and submit record "As-Built Documents". Label each sheet of the Record Document set with "Project Record Documents" with company name of the installing contractor in stamped or printed letters. One set shall be maintained at the site and at all times be accurate, clear, and complete. These drawings shall be available at all times to the Engineer's field representatives.
- B. Recording: Record information concurrent with construction progress. Make entries within 24 hours upon receipt of information. The "As-Built" drawings shall accurately reflect installed work specified or shown on the Contract Documents.
- C. Completion: At the completion of the Work, transfer changes with a colored pencil onto the second set and submit to the Engineer. The "As-Built" drawings shall be made available to the Engineer to make the substantial completion punch list.
- D. Final: Upon Contractor's completion of the Engineer's final punch list, transfer all "As-Built" conditions and all requirements by the Engineer to a reproducible set of drawings and digital files. Submit drawings and CAD disks for review and acceptance. The Contractor shall provide updated disks which include final As-Built conditions.

1.06 ABBREVIATIONS

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A. Abbreviations: The following abbreviations or initials may be used:

A/C	Air Conditioning
AC	Alternating Current
AF	Ampere Frame
AFF	Above Finished Floor
AFG	Above Finished Grade
AIC	Amps Interrupting Capacity
AL	Aluminum
AMP	Ampere
ANSI	American National Standards Institute
ASA	American Standards Association
AT	Ampere Trip
ATS	Automatic Transfer Switch
AUX	Auxiliary
AWG	American Wire Gauge
BC	Bare Copper
BIL	Basic Impulse Level
BMS	Building Management System
BRKR or BKR	Breaker
CAB	Cabinet
C	Conduit or Raceway
CB	Circuit Breaker
CKT	Circuit
CLG	Ceiling
CO	Conduit or Raceway Only
COND	Conductor
CONN	Connection
CPU	Central Processing Unit
CRT	Cathode Ray Terminal (Video display terminal)
CT	Current Transformer
CU	Copper
CW	Cold Water
DC	Direct Current
DDC	Direct Digital Control
DEG	Degree
DISC	Disconnect
DO	Draw Out
DN	Down
DPST	Double Pole Single Throw
EMT	Electrical Metallic Tubing
EO	Electrically Operated
EOL	End of Line Resistor
FCU	Fan Coil Unit
FLA	Full Load Amperes
FM	Factory Mutual
GF	Ground Fault
GFCI	Ground Fault Circuits Interrupter
GND	Ground
HOA	Hand-Off-Automatic
HORIZ	Horizontal
HP	Horsepower
IC	Intercom
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IMC	Intermediate Metallic Raceway

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IN	Inches
IT	Instantaneous Trip
IPCEA	Insulated Power Cable Engineers Association
JB	Junction Box
KCMIL	Thousand Circular Mills
KV	Kilovolt
KVA	Kilo-Volt-Amps
KW	Kilowatts
LBS	Pounds
LED	Light Emitting Diode
LT	Light
LTD	Long Time Delay
LTT	Long Time Trip
LTG	Lighting
MAX	Maximum
MCB	Main Circuit Breaker
MCP	Motor Circuit Protector
MIN	Minimum
MLO	Main Lugs Only
MTD	Mounted
MTG	Mounting
MUX	Multiplex (Transponder) Panel
MVA	Mega Volt Amps
N	Neutral
NC	Normally Closed
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIC	Not in Contract
NF	Non Fused
NL	Non Linear
NO	Number or Normally Open
#	Number
	Phase
OL	Overload
OSHA	Occupational Safety and Health Administration
P	Pole
PB	Pullbox
PNL	Panel
PR	Pair
PWR	Power
PF	Power Factor
PRI	Primary
PT	Potential Transformer
PVC	Polyvinylchloride
RGC or GRC Rigid	Galvanized Raceway
RMS	Root-Mean-Square
RPM	Revolutions Per Minute
RECPT	Receptacle
SCA	Short Circuit Amps
SEC	Secondary
S/N	Solid Neutral
SPST	Single Pole Single Throw
SST	Solid State Trip
ST	Short Time Trip

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STD	Short Time Delay
SW	Switch
SWGR	Switchgear
SWBD	Switchboard
TYP	Typical
UL	Underwriters Laboratories
UON	Unless Otherwise Noted
V	Volt
VSD	Variable Speed Drive
W	Wire
WP	Weatherproof
XFMR	Transformer

1.07 CODES, FEES, AND STANDARDS

- A. Application: The codes, standards and practices listed herein generally apply to the entire project and specification sections. Other codes, standards or practices that are more specific will be referenced within a particular specification.
- B. Requirements: All materials and types of construction covered in the specifications will be required to meet or exceed applicable standards of manufacturer, testing, performance, and installation according to the requirements of UL, ANSI, NEMA, IEEE, and NEC referenced documents where indicated and the manufacturer's recommended practices. Requirements indicated on the contract documents that exceed but are not contrary to governing codes shall be followed.
- C. Compliance and Certification: The installation shall comply with the governing state and local codes or ordinances. The completed electrical installation shall be inspected and certified by applicable agencies that it is in compliance with codes.
- D. Applicability: The codes and standards and practices listed herein, and their respective dates are furnished as the minimum latest requirements.
 - 1. State of Florida.
 - 2. Sarasota County.
 - 3. City of North Port.
- E. Utility Company: Comply with latest utility company regulations.
- F. Building Code: Florida Building Code, 2017.
- G. Labels: Materials and equipment shall be new and free of defects, and shall be U.L. listed, bear the U.L. label or be labeled or listed with an approved, nationally recognized Electrical Testing Agency. Where no labeling or listing service is available or desired for certain types of equipment, test data shall be submitted to validate that equipment meets or exceeds available standards.
- H. NFPA: National Fire Protection Association (NFPA) Standards, use editions currently adopted by the state of Florida:

NFPA-1	Uniform Fire Code™
NFPA-37	Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines
NFPA-54	National Fuel Gas Code
NFPA-70	National Electrical Code

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NFPA-101A Guide on Alternative Approaches to Life Safety
NFPA-110 Standard for Emergency and Standby Power Systems
NFPA-780 Installation of Lightning Protection Systems

- I. AIA Guidelines, Current Edition

1.08 INVESTIGATION OF SITE

- A. General: Before commencing work, verify existing conditions at the premises including, but not limited to, existing structural frame, existing openings; existing wall and partition locations, existing mechanical and electrical work, equipment type, and examine adjoining work on which work is in anyway dependent.
- B. Responsibility: No waiver of responsibility for defective and inadequate work or additional cost as a result of existing conditions which should have been verified shall be considered unless notice of same has been filed by the Contractor and agreed to in writing by the Engineer before the bid date.
- C. Site Renovation: Verify and coordinate existing site raceways and pipes at any excavation on site. Provide hand-digging and required rerouting in areas of existing raceways and pipes within bid price.
- D. Renovation: Investigate site thoroughly and reroute raceway and wiring in area of new construction in order to maintain continuity of existing circuitry. Existing raceways shown on plans show approximate locations only.
- E. Special Considerations: Special attention is called to the fact that there will be piping, fixtures or other items in the existing building which must be removed or relocated in order to perform the alteration work. Include removal and relocation required for completion of the alterations and the new construction. All existing wiring that is to remain in renovated areas shall be made code compliant.
- F. Power Outage: Special attention is called to the fact that work involved is in connection with existing buildings which shall remain in operation while work is being performed. Work must be done in accordance with the priority schedule. Schedule work for a minimum outage to Owner. Request written permission and receive written acceptance from the Owner no later than 72 hours in advance of power and communication shut-downs. Perform work required at other than standard working hours where outages cannot be accepted by Owner during regular working hours. Protect existing buildings and equipment during construction.
- G. Restricted Access: If at any time during construction the Contractor must limit public or City employee access to any area of the site, for safety, security or any other reason, the Contractor will notify the Owner in writing 48 hours in advance. Request this limiting access and receive acceptance prior to beginning work.

1.09 SUPERVISION OF THE WORK

- A. Supervision: Provide one field superintendent who has had a minimum of four (4) years previous successful experience on projects of comparable sizes, type and complexity. The Superintendent shall be present at all times when work is being performed. At least one member of the Electrical Contracting Firm shall hold a State Master Certificate of Competency.

1.10 COORDINATION

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- A. General: Compare drawings and specifications with those of other trades and report any discrepancies between them to the Engineer. Obtain from the Engineer written instructions to make the necessary changes in any of the affected work. Work shall be installed in cooperation with other Trades installing interrelated work. Before installation, Trades shall make proper provisions to avoid interferences in a manner approved by the Engineer.
- B. Provide all required coordination and supervision where work connects to or is affected by work of others, and comply with all requirements affecting this Division. Work required under other divisions, specifications or drawings to be performed by this Division shall be coordinated with the Contractor and such work performed at no additional cost to Owner.
- C. Obtain set of Contract Documents from Owner's Authorized Representative or Contractor for all areas of work and include all electrical work in bid whether included in Division 26 Contract Documents or not.
- D. Secure approved shop drawings from all required disciplines and verify final electrical characteristics before roughing power feeds to any equipment. When electrical data on approved shop drawings differs from that shown or called for in Construction Documents, make adjustments to the wiring, disconnects, and branch circuit protection to match that required for the equipment installed.
- E. Damage from interference caused by inadequate coordination shall be corrected at no additional cost to the Owner.
- F. Adjustments: Locations of raceway and equipment shall be adjusted to accommodate the work with interferences anticipated and encountered. Determine the exact routing and location of systems prior to fabrication or installation.
- G. Priorities: Lines which pitch shall have the right of way over those which do not pitch. For example, plumbing drains shall normally have the right of way. Lines whose elevations cannot be changed shall have the right of way over lines whose elevations can be changed.
- H. Modifications: Offsets and changes of direction in raceway systems shall be made to maintain proper headroom and pitch of sloping lines whether or not indicated on the drawings. Provide elbows, boxes, etc., as required to allow offsets and changes to suit job conditions.
- I. Replacement: Work shall be installed in a way to permit removal (without damage to other parts) of other system components provided under this Contract requiring periodic replacement or maintenance. Raceway shall be arranged in a manner to clear the openings of swinging overhead access doors as well as ceiling tiles.
- J. Layout: The Contract Drawings are diagrammatic only intending to show general runs and locations of raceway and equipment, and not necessarily showing required offsets, details and accessories and equipment to be connected. Work shall be accurately laid out with other Trades to avoid conflicts and to obtain a neat and workmanlike installation, which will afford maximum accessibility for operation, maintenance and headroom.
- K. Contract Conflicts: Where discrepancies exist in the Scope of Work as to what Trade provides items, such conflicts shall be coordinated between the divisions involved. It is the intent of the Contract Documents that all work shall be provided complete as one bid price.
- L. Drawing Conflicts: Where drawing details, plans or specification requirements are in conflict and where sizes of the same item run are shown to be different within the contract documents, the most stringent requirement shall be included in the Contract. Systems and equipment called for in the specification or as shown on the drawings shall be provided as if it was required by both the

drawings and specifications. Prior to ordering or installation of any portion of work, which appears to be in conflict, such work shall be brought to Engineer's attention for direction as to what is to be provided.

- M. It is the responsibility of this Contractor to coordinate the exact required location of floor stub-ups, etc. with Owner's Authorized Representative and Engineer (and receive their approval) prior to rough-in. Locations indicated in Contract Documents are only approximate locations.
- N. The Contract Documents describe specific sizes of switches, breakers, fuses, raceways, conductors, and other items of wiring equipment. These sizes are based on specific items of power consuming equipment. Coordinate the requirements of each load with each load's respective circuitry shown and with each load's requirements as noted on its nameplate data and manufacturer's published electrical criteria. Adjust circuit breaker, fuse, raceway, and conductor sizes to meet the actual requirements of the equipment being provided and installed and change from single point to multiple points of connection (or vice versa) to meet equipment requirements. Changes shall be made at no additional cost to the Owner.
- O. Working Clearances: Minimum working clearances about electrical equipment shall be as referenced in the applicable edition NEC Article 110, and shall include equipment installed in ceiling spaces.

1.11 DEMOLITION

- A. General: Relocate existing equipment and reroute existing raceways in areas being renovated as required to facilitate the installation of the new systems. The Owner shall require continuous operation of the existing systems, while demolition, relocation work or new tie-ins are performed.
- B. Coordination: Prior to any deactivation, relocation or demolition work, arrange a conference with the Engineer and the Owner's representative in the field to inspect each of the items to be deactivated, removed or relocated. Care shall be taken to protect equipment designated as being relocated and reused or equipment remaining in operation and integrated with the new systems.
- C. Provisions: Deactivation, relocation, and temporary tie-ins shall be provided by the Contractor. Demolition, removal and the legal disposal of demolished materials shall be provided by the Contractor.
- D. Owner's Salvage: The Owner reserves the right to inspect the material scheduled for removal and salvage any items he deems usable as spare parts.
- E. Phasing: The Contractor shall perform work in phases as directed by the Engineer to suit the project progress schedule, as well as the completion date of the project.

1.12 ELECTRICAL COORDINATION & SHORT CIRCUIT STUDY

- A. Study Requirements Prior to Product Acceptance: Contractor and manufacturer shall provide confirmation of short circuit ratings, and coordination settings, based on equipment furnished. Study shall be submitted and approved prior to final acceptance of new electrical gear. Refer to specification section 260020, Acceptance Tests and Performance Verification.
- B. Specified Manufacturers: All electrical switchgear, panels, and switches shall be by one of the manufacturers, and type, specified herein, and as indicated on the drawings. Any discrepancies or conflicts in specified equipment shall be brought to the attention of the engineer during bid, for formal clarification

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Specified Manufacturers: All equipment shall be by one of the manufacturers, and type, specified herein, and as indicated on the drawings. Any discrepancies or conflicts in specified equipment shall be brought to the attention of the engineer during bid, for formal clarification.
- B. Specified Method: Where several brand names, make or manufacturers are listed as acceptable each shall be regarded as equally acceptable, based on the design selection but each must meet all specification requirements. Where a manufacturer's model number is listed, this model shall set the standard of quality and performance required. Where no brand name is specified, the source and quality shall be subject to Engineer's review and acceptance. Where manufacturers are listed, one of the listed manufacturers shall be submitted for acceptance. No substitutions are permitted.
- C. Certification: When a product is specified to be in accordance with a trade association or government standard requested by the Engineer, Contractor shall provide a certificate that the product complies with the referenced standard. Upon request of Engineer, Contractor shall submit supporting test data to substantiate compliance.
- D. Basis of Bid: Each bidder represents that his bid is based upon the manufacturers, materials, and equipment described in the Contract Documents.
- E. Space Requirements: Equipment or optional equipment shall conform to established space requirements within the project. Equipment which does not meet space requirements, shall be replaced at no additional expense to the Contract. Modifications of related systems shall be made at no additional expense to the Contract. Submit modifications to the Engineer for acceptance.

2.02 SHOP DRAWINGS

- A. General: Shop drawings shall be submitted for every item listed within the submittals section of each individual specification section, and each item indicated on the drawings. One digital only copy shall be submitted to the engineer and owner's project manager for approval, and acceptance response received from engineer and owner, prior to ordering equipment. Refer to Basis of Review paragraph.
- B. Responsibility: It is the Contractors responsibility to provide material in accordance with the plans and specifications. Material not provided in accordance with the plans and specifications shall be removed and replaced at the Contractors expense.
- C. Official Record: The shop drawing submittal shall become the official record of the materials to be installed. If materials are installed which do not correspond to the record submittal they shall be removed from the project without any additional cost or delays in construction completion.
- D. Information: The shop drawing record submittal shall include the following information to the extent applicable to the particular item;
 - 1. Manufacturer's name and product designation or catalog number.
 - 2. Standards or specifications of ANSI, ASTM, ICEA, IEEE, ISA, NEMA, NFPA, OSHA, UL, or other organizations, including the type, size, or other designation.
 - 3. Dimensioned plan, sections, and elevations showing means for mounting, raceway connections, and grounding, and showing layout of components.
 - 4. Materials and finish specifications, including paints.
 - 5. List of components including manufacturer's names and catalog numbers.

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6. Internal wiring diagram indicating connections to components and the terminals for external connections.
 7. Manufacturer's instructions and recommendations for installation, operation, and maintenance.
 8. Manufacturer's recommended list of spare parts.
 9. Provide 1/2" = 1'-0" enlarged electrical room layout drawings for all electrical rooms. All equipment shall be indicated at actual size of equipment being provided. All dimensions and required working clearances shall be shown.
- E. Coordination Study: Manufacturer's coordination settings shall be submitted at time of electrical equipment submittal review.
- F. Preparation: Prior to submittal, shop drawings shall be checked for accuracy and contract requirements. Shop drawings shall bear the date checked and shall be accompanied by a statement that the shop drawings have been examined for conformity to Specifications and Drawings. This statement shall also list discrepancies with the Specifications and Drawings. Shop drawings not so checked and noted shall be returned to Contractor unreviewed.
- G. Basis of Review: Approval is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Contractor is responsible for quantities, dimensions, fabrication processes, and construction techniques.
- H. Responsibility: The responsibility that dimensions are confirmed and correlated with proper coordination of other trades shall be included as part of the Contract Documents. The responsibility and the necessity of providing materials and workmanship required by the Specifications and Drawings which may not be indicated on the shop drawings shall be included as part of the Contract Documents. The Contractor is responsible for any delays in job progress occurring directly or indirectly from late submissions or re-submissions of shop drawings, product data, or samples.
- I. Ordering Equipment: No material shall be ordered or shop work started until the Engineer has officially received the shop drawings record submittal and has formally released the Contractor for submittal requirements.
- J. Submittal Requirements: Submit Technical Information at the start of construction or no later than 30 days after Award of the Contract. Provide correct designation on cover page.
- K. Contents: First sheet shall be the Electrical Index pages in these specifications. Second sheet shall be a list of Project Addresses for this project. Third sheet shall list Project Information. Provide specification reference number and typed index for each section in the Electrical Schedule. Technical Information consisting of marked catalog sheets or shop drawings shall be inserted in proper order on all items specified and shown on drawings.
- L. Contractor's Review: Review the shop drawings before submitting to the Engineer. No request for payment shall be considered until the submittals have been reviewed, stamped and submitted for review.
- M. Title Drawings: Title drawings to include identification of project and names of Engineer, Contractors, and/or supplier, data, number sequentially and indicate in general;
1. Fabrication and Erection dimensions.
 2. Arrangements and sectional views.
 3. Necessary details, including complete information for making connections with other work.
 4. Kinds of materials and finishes.

5. Descriptive names of equipment.
 6. Modifications and options to standard equipment required by the contract.
 7. In order to facilitate review of shop drawings, they shall be noted, indicating by cross-reference the contract drawings, notes, and specification paragraph numbers where items occur in the contract documents.
 8. See specific sections of specifications for further requirements.
- N. Technical Data: Submit technical data verifying that the item submitted complies with the requirements of the specifications. Technical data shall include manufacturer's name and model number, dimensions, weights, electrical characteristics, and clearances required. Indicate optional equipment and changes from the standard item as called for in the specifications. Provide drawings, or diagrams, dimensioned and in correct scale, covering equipment, showing arrangement of components and overall coordination.
- O. Same Manufacturer: In general, relays, contactors, disconnect switches, circuit breakers, etc., shall be supplied and manufactured by the same manufacturer. This requirement shall apply to same type of electrical components specified in other Divisions.

2.03 EQUIPMENT, MATERIALS, AND SUPPORTS

- A. General: Each item of equipment or material shall be manufactured by a company regularly engaged in the manufacturer of the type and size of equipment, shall be suitable for the environment in which it is to be installed, shall be approved for its purpose, environment, and application, and shall bear the UL label.
- B. Installation Requirements: Each item of equipment or material shall be installed in accordance with instructions and recommendations of the manufacturer, however, the methods shall not be less stringent than specified herein.
- C. Required Accessories: Provide all devices and materials, such as expansion bolts, foundation bolts, screws, channels, angles, and other attaching means, required to fasten enclosures, raceways, and other electrical equipment and materials to be mounted on structures which are existing or new.
- D. Protection: Electrical equipment shall at all times during construction be adequately protected against mechanical injury or damage by the elements. Equipment shall be stored in dry permanent shelters. If apparatus has been damaged, such damage shall be repaired at no additional cost or time extension to the Contract. If apparatus has been subject to possible injury, it shall be thoroughly cleaned, dried out and put through tests as directed by the Manufacturer and Engineer, or shall be replaced, if directed by the Engineer, at no additional cost to the Contract.

2.04 IDENTIFICATION OF EQUIPMENT

- A. General: Electrical items shall be identified as specified in the Contract Documents. Such identification shall be in addition to the manufacturer's nameplates and shall serve to identify the item's function and the equipment or system, which it serves or controls. Refer to Identification Section of the specifications for additional information.

2.05 CONCRETE PADS

- A. General: Provide reinforced concrete pads for floor mounted electrical equipment. Unless otherwise noted, pads shall be as detailed on drawings and shall exceed dimensions of equipment being set on them, including future sections, by six (6) inches on all sides, except when equipment is flush against a wall, then the side or sides against the wall shall be flush with the

equipment. Chamfer top edges 1/2". Trowel surfaces smooth. Reinforce pads as specifically detailed on drawings.

2.06 SURFACE MOUNTED EQUIPMENT

- A. General: Surface mounted fixtures, outlets, cabinets, panels, etc. shall have a factory-applied finish or shall be painted as accepted by Engineer. Raceways and fittings, where allowed to be installed surface mounted, shall be painted to match the finish on which it was installed. Paint shall be in accordance with other applicable sections of these specifications.

2.07 CUTTING AND PATCHING

- A. Core Drilling: The Contractor shall be responsible for core drilling as required for work under this section, but in no case shall the Contractor cut into or weld onto any structural element of the project without the written approval of the Engineer.
- B. Cutting and Patching: Cutting, rough patching and finish patching shall be provided as specified in the contract documents. Cutting and patching shall be performed in a neat and workmanlike manner. Upon completion, the patched area shall match adjacent surfaces.
- C. Openings and Sleeves: Locate openings required for work performed under this section. Provide sleeves, guards or other accepted methods to allow passage of items installed under this section.

2.08 SLEEVES AND FORMS FOR OPENINGS

- A. Sleeves: Provide sleeves for Raceways penetrating floors, walls, partitions, etc. Locate necessary slots for electrical work and form before concrete is poured. Watertight sleeves shall be line seal type WS. Fire rated partition sleeves shall be mild steel. Sleeves shall be Schedule 40 PVC or galvanized rigid steel unless specifically noted otherwise. Size shall be one standard diameter larger than pipe being installed or of a larger diameter to below 1/4" minimum clearance.
- B. Forms: Provide boxed out forms for raceway penetrations only where allowed by the Engineer. Fill opening after raceway installation, with equivalent material.

2.09 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. General: Thoroughly instruct the Owner's Representative, to the complete satisfaction of the Engineer and Owner, in the proper operation of all systems and equipment provided. The Contractor shall make all arrangements, via the engineer and owner, as to whom the instructions are to be given in the operation of the systems and the period of time in which they are to be given. The engineer shall be completely satisfied that the Owner's Representative has been thoroughly and completely instructed in the proper operation of all systems and equipment before final payment is made. If the engineer determines that complete and thorough instructions have not been given by the contractor to the Owner's Representative, then the Contractor shall be directed by the Engineer to provide whatever instructions are necessary until the intent of this paragraph of the Specification has been complied with.
- B. All training sessions shall be video recorded by the contractor, and digital copies of the recordings included with the final O&M submittals.
- C. Submittals: Submit to the Engineer and Owner for approval digital copies of all operation and maintenance materials, which shall include instructions for the installation, operation, care and maintenance of equipment and systems, including instructions for the ordering and stocking of spare parts for equipment installed under this contract. The lists shall include part number and

suggested suppliers. Each set shall also include an itemized list of component parts that should be kept on hand and where such parts can be purchased. Following acceptance of submittal, provide copies on two (2) USB flash drives, and two (2) hard copy sets, bound neatly in loose-leaf binders.

- D. Information Requirements: Information shall indicate possible problems with equipment and suggested corrective action. The manuals shall be indexed for each type of equipment. Each section shall be clearly divided from the other sections. A sub index for each section shall also be provided.
- E. Instructions: The instructions shall contain information deemed necessary by the Engineer and include but not limited to the following:
 - 1. Introduction:
 - a. Explanation of Manual and its use.
 - b. Summary description of the Electrical Systems.
 - c. Purpose of systems.
 - 2. System:
 - a. Detailed description of all systems.
 - b. Illustrations, schematics, block diagrams, catalog cuts and other exhibits.
 - 3. Operations:
 - a. Complete detailed, step by step, sequential description of all phases of operation for all portions of the systems, including start up, shutdown and balancing. Include posted instruction charts.
 - 4. Maintenance:
 - a. Parts list and part numbers.
 - b. Maintenance and replacement charts and the Manufacturer's recommendations for preventive maintenance.
 - c. Trouble shooting charts for systems and components.
 - d. Instructions for testing each type of part.
 - e. Recommended list of on-hand spare parts.
 - f. Complete calibration instructions for all parts and entire systems.
 - g. General and miscellaneous maintenance notes.
 - 5. Manufacturer's Literature:
 - a. Complete listing for all parts.
 - b. Names, addresses and telephone numbers.
 - c. Care and operation.
 - d. All pertinent brochures, illustrations, drawings, cuts, bulletins, technical data, certified performance charts and other literature with the model actually furnished to be clearly and conspicuously identified.
 - e. Internal wiring diagrams and Engineering data sheets for all items and/or equipment furnished under each Contract.
 - f. Guarantee and warranty data.

2.10 SERVICE AND METERING

- A. Company: The utility company serving this project is Florida Power & Light which will be referred to as the Utility Company herein.

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- B. Fees: Contact the Utility Company to determine if any fees, charges or costs will be due the Company, as required for service outages during reroute of transformer secondary, hook-ups, etc. This fee, charge or cost shall be included in the bid price.
- C. Codes: Install a complete system in accordance with the latest edition of the National Electrical Code and the latest regulations of governing local, State, County and other applicable codes, including the Utility Company requirements.

2.11 TEMPORARY LIGHT AND POWER

- A. Capacity: Make arrangements with the Owner for existing temporary service and pay all related expenses. Temporary light and power shall be provided constantly during the project dependent upon Owner's safety requirements.
- B. Other Connections: Contractors of other trades shall furnish their own cords and sockets, as may be required for their work and shall also pay for cost of temporary wiring of construction offices and shanties used by them.
- C. New Fixtures: Permanently installed lighting fixtures may be used for temporary lighting at the Contractor's option.
- D. Wiring: Temporary electrical work shall be furnished and installed in conformity with the National Electrical Code and in accordance with the requirements of the local ordinances and shall be maintained in a workmanlike manner throughout their entire construction period and shall be removed after installation of the permanent electrical systems. Extension cords shall be GFCI protected or shall be fed from GFCI circuit breakers.
- E. Payment: The Owner will pay for the cost of energy consumed by all trades. Any temporary wiring of a special nature for light and power required other than mentioned above shall be paid for by the Contractor using same.

2.12 EXISTING CONDITIONS

- A. Support: Existing Raceway and cables within the area of renovation shall be provided with proper supports as specified for new work in other sections of this specification.
- B. Installation: Existing electrical which is designated for reworking or requires relocation, repair or adjustment shall conform to applicable codes and shall be treated as new work complying to all sections of this specification.
- C. Violations: Where existing conditions are discovered which are not in compliance with the codes and standards, the Contractor shall submit proper documentation to the Engineer for clarification and corrective work direction. Existing conditions shall not remain which will create a disapproval of the renovated area.
- D. Patching: Existing Raceway and cable penetrations shall be properly fire treated per code and specification requirements. The Contractor shall thoroughly inspect existing locations and include the cost of patching and repair in his proposed construction cost.

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. General: The installation of materials and equipment shall be performed in a neat, workmanlike and timely manner by an adequate number of craftsmen knowledgeable of the requirements of the Contract Documents. They shall be skilled in the methods and craftsmanship needed to produce a quality level of workmanship. Personnel who install materials and equipment shall be qualified by training and experience to perform their assigned tasks.
- B. Acceptable Workmanship: Acceptable workmanship is characterized by quality appearance and function, conforming to applicable standards of building system construction, and exhibiting a high degree of quality and proficiency which is judged by the Engineer as equivalent or better than that ordinarily produced by qualified industry tradesmen.
- C. Performance: Personnel shall not be used in the performance of the installation of material and equipment who, in the opinion of the Engineer, are deemed to be careless or unqualified to perform the assigned tasks. Material and equipment installations not in compliance with the Contract Documents, or installed with substandard workmanship and not acceptable to the Engineer, shall be removed and reinstalled by qualified craftsmen, at no change in the contract price.

3.02 PROTECTION AND CLEAN UP

- A. Protection and Restoration: Suitably protect equipment provided under this Division during construction. Restore damaged surfaces and items to "like new" condition before a request for substantial completion inspection.
- B. Handling: Materials shall be properly protected and raceway openings shall be temporarily closed by the Contractor to prevent obstruction and damage. Post notice prohibiting the use of systems provided under this Contract, prior to completion of work and acceptance of systems by the Owner's representative. The Contractor shall take precautions to protect his materials from damage and theft.
- C. Safeguards: The Contractor shall furnish, place and maintain proper safety guards for the prevention of accidents that might be caused by the workmanship, materials, equipment or systems provided under this contract.
- D. Cleanup: Keep the job site free from debris and rubbish. Remove debris and rubbish from the site and leave premises in clean condition on a daily basis.

3.03 SYSTEMS GUARANTEE

- A. General: Provide a one-year guarantee. This guarantee shall be by the Contractor to the Owner for any defective workmanship or material, which has been provided under this Contract at no cost to the Owner for a period of one year from the date of substantial completion of the System. The guarantee shall include lamps, for ninety days after date of Substantial Completion of the System. Explain the provisions of guarantee to the Owner at the "Demonstration of Completed System".

3.04 FINAL OBSERVATION

- A. General: Work shall be completed, and forms and other information shall be submitted for acceptance one week prior to the request for final observation of the installation.

3.05 SPECIAL CONSIDERATIONS

- A. Comply with special requirements imposed at site by Owner. This may include badging of employees, prohibition of smoking, special working hours, or special working conditions.
- B. All contractor employees shall have a City escort while conducting business on City property.
- C. Contractors and their employees will not have access to existing building restroom facilities; provide alternate means.

END OF SECTION 260010

CERTIFICATE OF COMPLETED DEMONSTRATION MEMO

Note to Contractor: Do not submit this form at the time Technical Information Brochure is submitted. Submit five copies of information listed below for checking at least one week before scheduled completion of the building. After information has been accepted and inserted in each brochure, give the Owner a Demonstration of the Completed Electrical Systems and have the Owner sign five copies of this form. Provide one signed copy for each brochure. After this has been done, a written request for a final inspection of the System shall be made.

Re: _____
(Name of Project)

(Division Number and Name)

This memo is for the information of all concerned that the Owner has been given a Demonstration of the Completed Electrical Systems on the work covered under this Division. This conference consisted of the system operation, a tour on which all major items of equipment were pointed out, and the following items were given to the Owner;

- (a) Owner's copy of Technical Information Brochure containing approved submittal sheets on all items, including the following; (To be inserted in the Technical Information Brochure after the correct tab).
 - (1) Maintenance Information published by manufacturer on equipment items.
 - (2) Printed Warranties by manufacturers on equipment items.
 - (3) Performance verification information as recorded by the Contractor.
 - (4) Check-out Memo on equipment by manufacturer's representative.
 - (5) Written operating instructions on any specialized items.
 - (6) Explanation of the one-year guarantee on the system.
- (b) "As-Built" conditions as described in the record drawing specifications.
- (c) A demonstration of the System in Operation and of the maintenance procedures which shall be required.

(Name of General Contractor)

By: _____
(Authorized Signature, Title & Date)

(Name of SubContractor)

By: _____
(Authorized Signature, Title & Date)

Brochure, Instruction, Prints, Demonstration & Instruction in Operation Received:

(Name of Owner)

By: _____
(Authorized Signature, Title, Date)

cc: Owner, Engineer, Engineer, Contractor, Sub Contractor and General Contractor
(List names as stated in cc: above)

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**SECTION 260020
ACCEPTANCE TESTS AND PERFORMANCE VERIFICATION**

PART 1 - GENERAL

1.1 GENERAL SCOPE

- A. The contractor shall perform short circuit, arc flash and coordination studies as herein specified, for all new electrical equipment. The contractor may engage the services of the manufacturer of the new electrical equipment to provide the studies.
- B. The Contractor shall perform inspections and tests on all new electrical equipment supplied in this contract.
- C. Provide all material, equipment, labor and technical supervision to perform such tests and inspections.
- D. It is the purpose of these tests to assure that all tested electrical equipment, is operational and within industry and manufacturer's tolerances and is installed in accordance with design specifications.
- E. The tests and inspections shall determine suitability for energization.
- F. An itemized description of equipment to be inspected and tested is as follows:
 - 1. All new or modified switchgear/switchboard/panelboard assemblies.
 - 2. All grounding /ground-fault systems.
 - 3. All motor controls.
 - 4. All protective relays.
 - 5. All feeder cables #4 AWG and larger as indicated.
 - 6. All circuit breakers 100 ampere and above as indicated.
 - 7. Surge protection devices.

1.2 APPLICABLE CODES, STANDARDS, AND REFERENCES

- A. All inspections and test shall be in accordance with the following codes and standards except as provided otherwise herein:
 - 1. American Society for Testing and Materials - ASTM
 - 2. InterNational Electrical Testing Association - NETA Acceptance Testing Specifications - ATS
 - 3. American National Standards Institute - ANSI C2: National Electrical Safety Code.
 - 4. Insulated Cable Engineers Association - ICEA
 - 5. Association of Edison Illuminating Companies - AEIC
 - 6. Occupational Safety and Health Administration - OSHA
 - 7. National Fire Protection Association - NFPA
 - a. ANSI/NFPA 70B: Electrical Equipment Maintenance

- b. NFPA 70E: Electrical Safety Requirements for Employee Workplaces

1.3 DIVISION OF RESPONSIBILITY

- A. The electrical sub-contractor shall also perform routine insulation-resistance, continuity, and rotation test for all distribution and utilization equipment prior to and in addition to tests described herein.
- B. Safety and Precautions
 - 1. All test shall be performed with apparatus de-energized. Exceptions must be thoroughly reviewed to identify safety hazards and devise adequate safeguards.

1.4 GENERAL

- A. Suitability of Test Equipment
 - 1. All test equipment shall be in good mechanical and electrical condition.
 - 2. Digital multimeters used shall be RMS sensing when the variable being measured contains harmonics or dc offset or any deviation from a pure sine wave.
 - 3. Accuracy of metering in test equipment shall be appropriate for the test being performed but not in excess of 2 percent of the scale used.
- B. Test Instrument Calibration
 - 1. The testing firm shall have a calibrating program which assures that all applicable test instruments are maintained within rated accuracy.
 - 2. The accuracy shall be directly traceable to the National Institute of Standards and Technology.
 - 3. Field Instruments shall be calibrated at 6 month intervals.
 - 4. Dated calibration labels shall be visible on all test equipment.
- C. Test Report
 - 1. The test report shall include the following:
 - a. Summary of project
 - b. Listing of equipment tested
 - c. Test results
 - d. Arc flash warning labels
 - 2. Furnish copies of the complete report to the engineer as directed.

1.5 SHORT-CIRCUIT ANALYSIS, ARC FLASH STUDY AND COORDINATION STUDY

- A. Scope of Services
 - 1. Provide a current and complete short-circuit study, equipment interrupting or withstand evaluation, evaluation to determine potential electric arc flash hazard, and a protective device coordination study for the electrical distribution system.

2. The studies shall include all portions of the new electrical distribution system, and the existing system as required, from the normal and emergency sources of power throughout the low-voltage distribution system. Normal system operating method, alternate operation, and operations which could result in maximum fault conditions shall be thoroughly covered in the study.

B. Submittals

1. The studies shall be submitted to the project electrical engineer prior to granting final approval of the distribution equipment shop drawings and/or prior to release of equipment for manufacture.

C. Short Circuit Study

1. The study shall be in accordance with applicable ANSI and IEEE Standards.
2. The study input shall include the utility company's short circuit single and three phase contribution, with the X/R ratio, the resistance and reactance components of each branch impedance, motor contributions, base quantities selected, and all other applicable circuit parameters.
3. Short circuit momentary duties and interrupting duties shall be calculated on the basis of maximum available fault current at each switchgear bus, switchboard, motor controls, distribution panelboard, pertinent branch circuit panelboards, and other significant locations through the system.

D. Equipment Evaluation Study

1. An equipment evaluation study shall be performed to determine the adequacy of circuit breakers, controllers, surge arresters, busways, switches, and fuses by tabulating and comparing the short circuit ratings of these devices with the available fault currents. Any problem areas or inadequacies in the equipment shall be documented in the report. The testing company shall coordinate with the supplier of the new switchgear to assure all specifications of the new equipment meet or exceed the ratings required by the study at no additional cost to the owner.

E. Arc Flash Protection Study

1. An arc flash protection study shall be performed to select and provide markings to warn qualified person of potential electric arc flash hazards, per NEC 110.16
2. The study shall include all electrical equipment, including but not limited to switchgear, switchboards, distribution panels, branch circuit panelboards, enclosed disconnects, motor controllers.
3. The study results shall be utilized to create warning labels for all equipment.

F. Protective Device Coordination Study

3. A protective device coordination study shall be performed to select or to check the selections of power fuse ratings, protective relay characteristics and settings, ratios and characteristics of associated voltage and current transformers, and low-voltage breaker trip

characteristics and settings.

4. The coordination study shall include all voltage classes of equipment from the utility's incoming line protective device down to and including each motor controller and/or panelboard. The phase and ground overcurrent protection shall be included, as well as settings for all other adjustable protective devices.
5. The time current characteristics of the specified protective devices shall be plotted on appropriate log-log paper. The plots shall include complete titles, representative one-line diagram and legends, associated power company's relays or fuse characteristics, significant motor starting characteristics, complete parameters of transformers, complete operating bands of low voltage circuit breaker trip curves, and fuse curves. The coordination plots shall indicate the types of protective devices selected, proposed relay taps, time dial and instantaneous trip settings, ANSI transformer magnetizing inrush and withstand curves per ANSI C37.91, cable damage curves, symmetrical and asymmetrical fault currents. All requirements of the current National Electric Code shall be adhered to. Reasonable coordination intervals and separation of characteristic curves shall be maintained. The coordination plots for phase and ground protective devices shall be provided on a complete system basis. Sufficient curves shall be used to clearly indicate the coordination achieved to each utility main breaker, primary feeder breaker, unit substation primary protective device rated or more. There shall be a maximum of eight protective devices per plot.
6. The selection and settings of the protective devices shall be provided separately in a tabulated form listing circuit identification, IEEE device number, current transformer ratios, manufacturer, type, range of adjustment, and recommended settings. A tabulation of the recommended power fuse selection shall be provided for all fuses in the system. Discrepancies, problem areas, or inadequacies shall be coordinated with the equipment suppliers and resolved within the scope of the project and at no additional cost to the owner.

G. Study Report

1. The results of the power system study shall be summarized in a final report and made part of the operation and maintenance manuals.
2. The report shall include the following sections;
 - a. Description, purpose, basis, written scope, and a single line diagram of the portion of the power system which is included within the scope of study.
 - b. Tabulations of circuit breaker, fuse and other equipment ratings versus calculated short circuit duties, and commentary regarding same.
 - c. Protective device time versus current coordination curves, tabulations of relay and circuit breaker trip settings, fuse selection and commentary regarding same.
 - d. Fault current tabulations including a definition of terms and a guide for interpretation.
 - e. Arc flash Warning Labels: Warning labels for all electrical equipment, indicating the arc flash boundary and protective clothing requirements.
 - f. Arc flash Evaluation Bus Report, indicating the protective device names, fault kA, trip times, arc flash boundaries, working distances and incident energies.

H. Implementation

1. The contractor shall be responsible for the inspection, setting, testing, and calibrating the

protective relays, circuit breakers, fuses and other applicable devices as recommended in the power systems study report.

1.6 INSPECTION AND TEST PROCEDURES

A. Switchgear and Switchboard Assemblies

1. Visual and Mechanical Inspection

- a. Inspect all bus connections for high resistance. Use low resistance ohmmeter, or check tightness of bolted bus joints by using a calibrated torque wrench. Refer to manufacturer's instructions for proper torque levels.
- b. Test all electrical and mechanical interlock systems for proper operation and sequencing. Closure attempt shall be made on locked open devices. Opening attempt shall be made on locked closed devices. Key exchange shall be made with devices operated in off normal positions.
- c. Inspect insulators for evidence of physical damage or contaminated surfaces.
- d. Lubrication: Verify appropriate contact lubricant on moving current carrying parts. Verify appropriate lubrication on moving and sliding surfaces.
- e. Exercise all active components.
- f. Inspect all mechanical indicating devices for proper operation.

2. Electrical Tests

- a. Perform tests on all instrument transformers.
- b. Perform ground resistance tests.
- c. Perform insulation resistance on each bus section, phase-to-phase and phase-to-ground for one (1) minute. Test voltages and minimum resistances shall be in accordance with NETA recommendations.
- d. Perform insulation-resistance test on control wiring except where connected to solid state components.
- e. Perform control wiring performance test. Use the elementary diagrams of the switchgear to identify each remote control and protective device. Conduct tests to verify satisfactory performance of each control feature.
- f. Determine accuracy of all meters and calibrate watt hour meters. Calibrate at 50% and 100% scale. Verify multipliers.
- g. Control Power Transformers - Dry Type
 - (1) Verify proper interlock function and contact operation.
 - (2) Perform insulation-resistance test. Perform measurements from winding-to-winding and windings-to-ground.
 - (3) Verify proper secondary voltage by energizing primary winding with system voltage. Measure secondary voltage with the secondary wiring disconnected.

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3. Test Values: Verify Bolt-torque values, Insulation resistance, overpotential levels in conformance to NETA standards or specified by manufacturer.
- B. Feeder Cables - Low Voltage - 600V Maximum - Test all cables of #4 wire and above.
3. Visual and Mechanical Inspection
 - a. Test cable mechanical connections to manufacturer's recommended values or NETA Standards using a calibrated torque wrench.
 - b. Check cable color coding with applicable engineer's specifications and National Electrical Code standards.
 4. Electrical Tests
 - a. Perform insulation-resistance test on each conductor with respect to ground and adjacent conductors. Applied potential shall be 1000 volts dc for 1 minute.
 - b. Perform continuity test to insure proper cable connection.
 - c. Test Values; Evaluate results by comparison with cables of same length and type. Investigate any values less than 50 megohms.
- C. Grounding systems
1. Electrical Tests: Perform ground-impedance measurements utilizing the fall-of-potential method per ANSI/IEEE Standard 81 "IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System." Instrumentation utilized shall be as Approved by NETA Standards and shall be specifically designed for ground impedance testing. Provide sufficient spacing so that plotted curves flatten.
 2. Equipment Grounds: Utilize two-point method of IEEE Std. 81. Measure between equipment ground being tested and known low-impedance grounding electrode of system.
 3. Test Values: The main ground electrode system impedance-to-ground should be no greater than five (5) ohms. Equipment grounds, depending on size and length of grounding conductor, should be only fractionally higher than system ground.
- D. Ground-Fault Systems (NEC 230-95)
1. Visual and Mechanical Inspection
 - a. Inspect neutral main bonding connection to assure:
 - (3) Zero-sequence sensing system is grounded.
 - (4) Ground-strap sensing systems are grounded through sensing device.
 - (5) Ground connection is made ahead of neutral disconnect link on zero-sequence sensing systems.
 - (6) Grounded conductor (neutral) is solidly grounded.
 - b. Inspect control power transformer to ensure adequate capacity for system.
 - c. Manually operate monitor panels (if present) for: Trip test; No trip test; Nonautomatic reset.
 - d. Record proper operation and test sequence.

e. Set pick-up and time-delay settings in accordance with the settings provided by the manufacturer.

2. Electrical Tests

- a. Measure system neutral insulation resistance to ensure no shunt ground paths exist. Remove neutral-ground disconnect link. Measure neutral insulation resistance and replace link.
- b. Determine the relay pickup current by current injection at the sensor and operate the circuit interrupting device.
- c. Test the relay timing by injecting three hundred percent (300%) of pickup current, or as specified by manufacturer.
- d. Test the system operation at fifty-seven percent (57%) rated control voltage, if applicable.
- e. Test zone interlock systems by simultaneous sensor current injection and monitoring zone blocking function.
- f. On multiple source, tie breaker, etc., systems, devise a simulation scheme that fully proves correct operation.

3. Test Parameters

- a. System neutral insulation shall be a minimum of one hundred (100) ohms, preferable one (1) megohm or greater.
- b. Relay timing shall be in accordance with manufacturer's published time-current characteristic curves but in no case longer than one (1) second for fault currents equal to or greater than 3,000 amperes.
- c. Relay pickup value shall be within "10% of setting and in no case greater than 1200A.

E. Circuit Breakers (100 amps and above)

- 1. Visual/Mechanical Inspections and electrical tests per NETA 7.6.

F. Protective Relays

- 1. Visual/Mechanical Inspections and electrical tests per NETA 7.9.

G. Surge Protection Devices

- 1) Refer to specification section 264313.

1.7 SYSTEM FUNCTION TESTS

A. General

- 1. Perform system function tests upon completion of equipment tests. It is the purpose of system function tests to prove the proper interaction of all sensing, processing, and action devices.

2. Implementation

- a. Develop test parameters for the purpose of evaluating performance of all integral components and their functioning as a complete unit within design requirements.
- b. Test all interlock devices.
- c. Record the operation of alarms and indicating devices.

1.8 ARC FLASH PROTECTION LABELS

A. General

1. Place flash protection warning labels on all electrical equipment. Labels shall clearly identify arc flash boundary and protective clothing requirements. Labels shall be machine-printed.
2. Implementation
 - a. Review and place labels during owner's training and demonstration session.

END OF SECTION 260020

**SECTION 260519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire.
2. Connectors and splices.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Product Schedule: Indicate type, use, location, and termination locations.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

C. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.

D. Conductor Insulation:

1. Type NM: Comply with UL 83 and UL 719.

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2. Type THHN and Type THWN-2: Comply with UL 83.
3. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
4. Type XHHW-2: Comply with UL 44.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
 1. Material: Copper.
 2. Type: Two hole with long barrels.
 3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders:
 1. Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits:
 1. Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

3.2 CONDUCTOR INSULATION AND WIRING METHODS

- A. Service Entrance: Type THHN/THWN-2, single conductors in raceway.
- B. Feeders and Branch Circuits: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION, GENERAL

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inch of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.8 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
 - 2. Perform each of the following visual and electrical tests:
 - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
 - b. Test bolted connections for high resistance using one of the following:

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- 1) A low-resistance ohmmeter.
 - 2) Calibrated torque wrench.
 - 3) Thermographic survey.
- c. Inspect compression-applied connectors for correct cable match and indentation.
 - d. Inspect for correct identification.
 - e. Inspect cable jacket and condition.
 - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable for a one-minute duration.
 - g. Continuity test on each conductor and cable.
 - h. Uniform resistance of parallel conductors.
3. Initial Infrared Scanning: After Substantial Completion, but before Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
 - a. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - b. 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.
- B. Cables will be considered defective if they do not pass tests and inspections.
 - C. Prepare test and inspection reports to record the following:
 1. Procedures used.
 2. Results that comply with requirements.
 3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519

**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. Section includes grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans showing dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Ground rods.
 - 2. Grounding arrangements and connections for separately derived systems.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
 - 1. Refer to specification section 260020 for additional testing requirements.
 - a. Plans showing as-built, dimensioned locations of system described in "Field Quality Control" Article, including the following:
 - 1) Ground rods.
 - 2) Grounding arrangements and connections for separately derived systems.
 - b. Instructions for periodic testing and inspection of grounding features at grounding connections for separately derived systems based on NETA MTS.
 - 1) Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.

- 2) Include recommended testing intervals.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- 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.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. ABB (Electrification Products Division).
 2. Appleton - O-Z/Gedney; Emerson Electric Co., Automation Solutions.
 3. Burndy; Hubbell Incorporated, Construction and Energy.
 4. Siemens Industry, Inc., Energy Management Division.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 1. Solid Conductors: ASTM B3.
 2. Stranded Conductors: ASTM B8.
 3. Tinned Conductors: ASTM B33.
 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- F. Conduit Hubs: Mechanical type, terminal with threaded hub.
- G. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- H. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- I. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- J. Water Pipe Clamps:
 - 1. Mechanical type, two pieces with stainless-steel bolts.
 - a. Listed for direct burial.

2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad Zinc-coated steel; 5/8 by 96 inches.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 30 inches below grade.
 - 2. Duct-Bank Grounding Conductor: Bury 12 inches above duct bank when indicated as part of duct-bank installation.
- C. Grounding Conductors: Green-colored insulation with continuous yellow stripe.
- D. Grounding Bus: Install at service entrance electrical equipment, and elsewhere as indicated.
 - 1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.
- E. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING SEPARATELY DERIVED SYSTEMS

- A. Generator: Install grounding electrode(s) at the generator location. The electrode shall be connected to the equipment grounding conductor and to the frame of the generator.

3.4 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Handholes: Install a driven ground rod through handhole floor, close to wall, and set rod depth so 4 inches will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches above to 6 inches below concrete. Seal floor opening with waterproof, nonshrink grout.
- C. Pad-Mounted Service Entrance Transfer Switches: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inches from the foundation.

3.5 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.

3.6 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.

- C. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 - 2. Use exothermic welds for all below-grade connections.
 - 3. For grounding electrode system, 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, and connect to the service grounding electrode conductor.

- D. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes are specified in Section 260543 "Underground Ducts and Raceways for Electrical Systems," and shall be at least 12 inches deep, with cover.
 - 1. Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.

- E. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

- F. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

- G. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.

- H. Concrete-Encased Grounding Electrode (Ufer Ground): Fabricate according to NFPA 70; use a minimum of 20 feet of bare copper conductor not smaller than No. 4 AWG.
 - 1. If concrete foundation is less than 20 feet long, coil excess conductor within base of foundation.
 - 2. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building's grounding grid or to grounding electrode external to concrete.

- I. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 2. Make connections with clean, bare metal at points of contact.
 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

3.7 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections with the assistance of a factory-authorized service representative.
- C. Tests and Inspections:
 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without 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.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- D. Grounding system will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.
- F. Report measured ground resistances that exceed the following values:
 1. Equipment or System: 3 ohms.

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- G. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

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**SECTION 260529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Steel slotted support systems.
- 2. Conduit and cable support devices.
- 3. Structural steel for fabricated supports and restraints.
- 4. Mounting, anchoring, and attachment components, including, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
- 5. Fabricated metal equipment support assemblies.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Slotted support systems, hardware, and accessories.
 - b. Clamps.
 - c. Hangers.
 - d. Sockets.
 - e. Eye nuts.
 - f. Fasteners.
 - g. Anchors.
 - h. Brackets.
- 2. Include rated capacities and furnished specialties and accessories.

- B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.

- 1. Hangers. Include product data for components.
- 2. Slotted support systems.
- 3. Equipment supports.
- 4. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

- C. Delegated-Design Submittal: For hangers and supports for electrical systems.

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1. Include design calculations and details of hangers.
2. Include design calculations for seismic restraints.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Structural members to which hangers and supports will be attached.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch-diameter holes at a maximum of 8 inches o.c. in at least one surface.
1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 2. Material for Channel, Fittings, and Accessories: Stainless steel, Type 316.
 3. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Conduit Support Devices: Stainless-steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 2. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
 3. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
 4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325.
 5. Toggle Bolts: All Stainless-steel springhead type.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
1. NECA 1.
 2. NECA 101

- B. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."

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, RMC may be supported by openings through structure members, according to 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.
- 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 New Concrete: Bolt to concrete inserts.
 - 2. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 3. To Existing Concrete: Expansion anchor fasteners.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Refer to structural drawings for additional requirements.
- C. Anchor equipment to concrete base as follows:
 - 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.

3.4 PAINTING

- A. Touchup: Clean areas. 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.

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1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

END OF SECTION 260529

**SECTION 260533
RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits and fittings.
 - 2. Nonmetallic conduits and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Nonmetal wireways and auxiliary gutters.
 - 5. Surface raceways.
 - 6. Boxes, enclosures, and cabinets.
 - 7. Handholes and boxes for exterior underground cabling.

1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
- B. Qualification Data: For professional engineer.
- C. Seismic Qualification Data: Certificates, for enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
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.
4. Detailed description of conduit support devices and interconnections on which the certification is based and their installation requirements.

D. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Metal Conduit:

1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. GRC: Comply with ANSI C80.1 and UL 6.
3. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - a. Comply with NEMA RN 1.
 - b. Coating Thickness: 0.040 inch, minimum.
4. EMT: Comply with ANSI C80.3 and UL 797.
5. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

B. Metal Fittings:

1. Comply with NEMA FB 1 and UL 514B.
2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
3. Fittings, General: Listed and labeled for type of conduit, location, and use.
4. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
5. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew.
6. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
7. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.

C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

A. Nonmetallic Conduit:

1. Listing and Labeling: Nonmetallic conduit shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.

B. Nonmetallic Fittings:

1. Fittings, General: Listed and labeled for type of conduit, location, and use.
2. Fittings for RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
3. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 3R unless otherwise indicated, and sized according to NFPA 70.
1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Fittings and Accessories: Include covers, 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.
- C. Wireway Covers: Flanged-and-gasketed type unless otherwise indicated.
- D. Finish: Manufacturer's standard enamel finish.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
- F. Gangable boxes are prohibited.
- G. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 3R with continuous-hinge cover with flush latch unless otherwise indicated.
1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

2.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
1. Standard: Comply with SCTE 77.
 2. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
 3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
 4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 5. Cover Legend: Molded lettering, "ELECTRIC."
 6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
 7. Handholes 12 Inches Wide by 24 Inches Long and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

2.6 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

- A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
1. Tests of materials shall be performed by an independent testing agency.
 2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
 3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
1. Exposed Conduit: GRC RNC, Type EPC-40-PVC.
 2. Concealed Conduit, Aboveground: RNC, Type EPC-40-PVC.
 3. Underground Conduit: RNC, Type EPC-40-PVC, direct buried.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
1. EMT.

2. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 3. Damp or Wet Locations: GRC.
 4. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Do not install aluminum conduits.

3.2 INSTALLATION

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- C. Do not fasten conduits onto the bottom side of a metal deck roof.
- D. 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.
- E. Complete raceway installation before starting conductor installation.
- F. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- G. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- H. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- I. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- J. Support conduit within 12 inches of enclosures to which attached.

- K. Do not route raceways embedded in concrete slabs.:
- L. Stub-Ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- M. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- N. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- O. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- P. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- Q. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- R. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- S. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- T. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- U. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- V. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of conditioned spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Conduit extending from interior to exterior of building.
 - 4. Where otherwise required by NFPA 70.
- W. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- X. Expansion-Joint Fittings:

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1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- Y. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 36 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations.
- Z. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- AA. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- BB. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- CC. Locate boxes so that cover or plate will not span different building finishes.
- DD. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- EE. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- FF. Set metal floor boxes level and flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit.
2. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction.
3. Install manufactured rigid steel conduit elbows for stub-ups at equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
4. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Field-cut openings for 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.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

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**SECTION 260544
SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING**

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Round sleeves.
2. Sleeve seal systems.
3. Grout.
4. Pourable sealants.
5. Foam sealants.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

1.2 ACTION SUBMITTALS

- A. Product Data:** For each type of product.

PART 2 - PRODUCTS

2.1 ROUND SLEEVES

A. Wall Sleeves, Steel:

1. Description: ASTM A53/A53M, Type E, Grade B, Schedule 40, zinc coated, plain ends and integral waterstop.

B. Pipe Sleeves, PVC:

1. Description: ASTM D1785, Schedule 40.

2.2 GROUT

- A. Description:** Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.

1. Standard: ASTM C1107/C1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
2. Design Mix: 5000 psi, 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

2.3 POURABLE SEALANTS

- A. Description: Single-component, neutral-curing elastomeric sealants of grade indicated below.
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

2.4 FOAM SEALANTS

- A. Description: Multicomponent, liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam. Foam expansion must not damage cables or crack penetrated structure.

PART 3 - EXECUTION

3.1 INSTALLATION OF SLEEVES FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Sleeves for Conduits Penetrating Above-Grade, Non-Fire-Rated, Concrete and Masonry-Unit Floors and Walls:
 - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall or floor so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - b. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
 - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 3. Size pipe sleeves to provide 1/4 inch annular clear space between sleeve and raceway or cable, unless sleeve seal system is to be installed.
 - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Wall Assemblies:
 - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 2. Seal space outside of sleeves with approved joint compound for wall assemblies.
- C. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seal systems. Size sleeves to allow for 1 inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- D. Underground, Exterior-Wall and Floor Penetrations:
 - 1. Install steel pipe sleeves with integral waterstops. Size sleeves to allow for 1 inch annular clear space between raceway or cable and sleeve for installing sleeve seal system. Install sleeve during construction of floor or wall.

3.2 INSTALLATION OF SLEEVE SEAL SYSTEMS

- A. Install sleeve seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

END OF SECTION 260544

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**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 and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Labels.
 - 2. Bands and tubes.
 - 3. Tapes and stencils.
 - 4. Tags.
 - 5. Signs.
 - 6. Cable ties.
 - 7. Miscellaneous identification products.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.
- B. Samples: For each type of label and sign to illustrate composition, size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: For each piece of electrical equipment and electrical system components to be an index of nomenclature for electrical equipment and system components used in identification signs and labels. Use same designations indicated on Drawings.
- D. Delegated-Design Submittal: For arc-flash hazard study.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

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- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Comply with NFPA 70E and Section 260020 for Arc-Flash Hazard Analysis requirements for arc-flash warning labels.
- F. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- B. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
 - 1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
 - 2. Colors for 208/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - 3. Colors for 480/277-V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
 - 4. Color for Neutral: White or gray; match existing system.
 - 5. Color for Equipment Grounds: Green.
- C. Warning Label Colors:
 - 1. Identify system voltage with black letters on an orange background.
- D. Warning labels and signs shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."
- E. Equipment Identification Labels:
 - 1. Black letters on a white field.

2.3 LABELS

- A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.
- B. Snap-around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameters and that stay in place by gripping action.

2.4 BANDS AND TUBES

- A. Snap-around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches long, with diameters sized to suit diameters and that stay in place by gripping action.
- B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameter and shrunk to fit firmly. Full shrink recovery occurs at a maximum of 200 deg F. Comply with UL 224.

2.5 TAPES AND STENCILS

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- B. Tape and Stencil: 4-inch-wide black stripes on 10-inch centers placed diagonally over orange background and are 12 inches wide. Stop stripes at legends.
- C. Underground-Line Warning Tape:
 - 1. Tape:
 - a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical utility lines.
 - b. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.
 - 2. Color and Printing:
 - a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
 - b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE".
 - 3. Tape:
 - a. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core; bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
 - b. Width: 3 inches.
 - c. Overall Thickness: 5 mils.
 - d. Foil Core Thickness: 0.35 mil.

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- e. Weight: 28 lb/1000 sq. ft..
- f. Tensile according to ASTM D882: 70 lbf and 4600 psi.

- D. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.6 TAGS

- A. Nonmetallic Preprinted Tags: Polyethylene tags, 0.023 inch thick, color-coded for phase and voltage level, with factory screened permanent designations; punched for use with self-locking cable tie fastener.
- B. Write-on Tags:
 - 1. Polyester Tags: 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment.
 - 2. Marker for Tags:
 - a. Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.7 SIGNS

- A. Baked-Enamel Signs:
 - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal Size: 7 by 10 inches.
- B. Laminated Acrylic or Melamine Plastic Signs:
 - 1. Engraved legend.
 - 2. Thickness:
 - a. For signs up to 20 sq. in., minimum 1/16 inch thick.
 - b. For signs larger than 20 sq. in., 1/8 inch thick.
 - c. Engraved legend with black letters on white face.
 - d. Punched or drilled for mechanical fasteners with 1/4-inch grommets in corners for mounting.
 - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of each item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
 - 1. Secure tight to surface of conductor, cable, or raceway.
- H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- I. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer.
- J. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- K. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. "EMERGENCY POWER."
 - 2. "POWER."
- L. Vinyl Wraparound Labels:

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1. Secure tight to surface of raceway or cable at a location with high visibility and accessibility.
 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- M. Snap-around Labels: Secure tight to surface at a location with high visibility and accessibility.
- N. Snap-around Color-Coding Bands: Secure tight to surface at a location with high visibility and accessibility.
- O. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.
- P. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.
- Q. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.
- R. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.
- S. Underground Line Warning Tape:
1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.
 2. Install underground-line warning tape for direct-buried cables and cables in raceways.
- T. Metal Tags:
1. Place in a location with high visibility and accessibility.
 2. Secure using UV-stabilized cable ties.
- U. Baked-Enamel Signs:
1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
 2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on minimum 1-1/2-inch-high sign; where two lines of text are required, use signs minimum 2 inches high.
- V. Laminated Acrylic or Melamine Plastic Signs:
1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
 2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high sign; where two lines of text are required, use labels 2 inches high.
- W. Cable Ties: General purpose, for attaching tags, except as listed below:
1. Outdoors: UV-stabilized nylon.

3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than 30 A and 120 V to Ground: Identify with self-adhesive raceway labels.
 - 1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- D. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:
 - 1. "EMERGENCY POWER."
 - 2. "POWER."
- E. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, and handholes, use snap-around labels or snap-around color-coding bands to identify the phase.
 - 1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- F. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, and handholes, use self-adhesive labels with the conductor or cable designation, origin, and destination.
- G. Control-Circuit Conductor Termination Identification: For identification at terminations, provide heat-shrink preprinted tubes with the conductor designation.
- H. Locations of Underground Lines: Underground-line warning tape for power, and control wiring.
- I. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.
- J. Arc Flash Warning Labeling: Self-adhesive labels.
- K. Operating Instruction Signs: Baked-enamel warning signs or Laminated acrylic or melamine plastic signs.
- L. Emergency Operating Instruction Signs: Baked-enamel warning signs or Laminated acrylic or melamine plastic signs with white legend on a red background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer.
- M. Equipment Identification Labels:
 - 1. Outdoor Equipment: Laminated acrylic or melamine sign.
 - 2. Equipment to Be Labeled:

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- a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of a engraved, laminated acrylic or melamine label.
- b. Enclosures and electrical cabinets.
- c. Emergency system boxes and enclosures.
- d. Power-transfer equipment.
- e. Contactors.
- f. Power-generating units.
- g. Monitoring and control equipment.

END OF SECTION 260553

**SECTION 262726
WIRING DEVICES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Standard-grade receptacles, 125 V, 20 A.
 - 2. GFCI receptacles, 125 V, 20 A.
 - 3. Toggle switches, 120/277 V, 20 A.
 - 4. Wall plates.

1.3 DEFINITIONS

- A. BAS: Building automation system.
- B. EMI: Electromagnetic interference.
- C. GFCI: Ground-fault circuit interrupter.
- D. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- E. RFI: Radio-frequency interference.
- F. SPD: Surge protective device.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

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1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Comply with NFPA 70.
- C. RoHS compliant.
- D. Comply with NEMA WD 1.
- E. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
 - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
 - 2. Devices shall comply with requirements in this Section.
- F. Devices for Owner-Furnished Equipment:
 - 1. Receptacles: Match plug configurations.
 - 2. Cord and Plug Sets: Match equipment requirements.
- G. Device Color:
 - 1. Wiring Devices Connected to Normal Power System: White unless otherwise indicated or required by NFPA 70 or device listing.
 - 2. Wiring Devices Connected to Essential Electrical System: Red.
- H. Wall Plate Color: For plastic covers, match device color.
- I. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 STANDARD-GRADE RECEPTACLES, 125 V, 20 A

- A. Duplex Receptacles, 125 V, 20 A:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
 - b. Leviton Manufacturing Co., Inc.
 - c. Pass & Seymour; Legrand North America, LLC.
 - d. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.

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2. Description: Two pole, three wire, and self-grounding.
3. Configuration: NEMA WD 6, Configuration 5-20R.
4. Standards: Comply with UL 498 and FS W-C-596.

B. Weather-Resistant Duplex Receptacle, 125 V, 20 A:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
 - b. Leviton Manufacturing Co., Inc.
 - c. Pass & Seymour; Legrand North America, LLC.
 - d. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
2. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.
3. Configuration: NEMA WD 6, Configuration 5-20R.
4. Standards: Comply with UL 498.
5. Marking: Listed and labeled as complying with NFPA 70, "Receptacles in Damp or Wet Locations" Article.

2.3 GFCI RECEPTACLES, 125 V, 20 A

A. Duplex GFCI Receptacles, 125 V, 20 A:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
 - b. Leviton Manufacturing Co., Inc.
 - c. Pass & Seymour; Legrand North America, LLC.
 - d. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
2. Description: Integral GFCI with "Test" and "Reset" buttons and LED indicator light. Two pole, three wire, and self-grounding.
3. Configuration: NEMA WD 6, Configuration 5-20R.
4. Type: Non-feed through.
5. Standards: Comply with UL 498, UL 943 Class A, and FS W-C-596.

2.4 TOGGLE SWITCHES, 120/277 V, 20 A

A. Single-Pole Switches, 120/277 V, 20 A:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
 - b. Leviton Manufacturing Co., Inc.
 - c. Pass & Seymour; Legrand North America, LLC.
 - d. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.
2. Standards: Comply with UL 20 and FS W-S-896.

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2.5 WALL PLATES

- A. Single Source: Obtain wall plates from same manufacturer of wiring devices.
- B. Single and combination types shall match corresponding wiring devices.
 - 1. Plate-Securing Screws: Metal with head color to match plate finish.
 - 2. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.
- C. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
 - 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes, and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
 - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 - 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 - 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
 - 1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
 - 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 - 3. The length of free conductors at outlets for devices shall comply with NFPA 70, Article 300, without pigtails.
 - 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailling existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
 - 1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
 - 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.

3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

- E. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

3.2 GFCI RECEPTACLES

- A. Install non-feed-through GFCI receptacles where protection of downstream receptacles is not required.

3.3 IDENTIFICATION

- A. Comply with Section 260553 "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with white-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.
- C. Essential Electrical System: Mark receptacles supplied from the essential electrical system to allow easy identification using a self-adhesive label.

3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
1. Test Instruments: Use instruments that comply with UL 1436.
 2. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- B. Tests for Receptacles:
1. Line Voltage: Acceptable range is 105 to 132 V.
 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault-current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- C. Wiring device will be considered defective if it does not pass tests and inspections.

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- D. Prepare test and inspection reports.

END OF SECTION 262726

**SECTION 263213.13
DIESEL-ENGINE-DRIVEN GENERATOR SETS**

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. Section Includes:

1. Diesel engine.
2. Diesel fuel-oil system.
3. Control and monitoring.
4. Generator overcurrent and fault protection.
5. Generator, exciter, and voltage regulator.
6. Outdoor engine generator enclosure.
7. Vibration isolation devices.

B. Related Requirements:

1. Section 263600 "Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and -stopping signals for engine generators.

1.3 DEFINITIONS

A. EPS: Emergency power supply.

B. EPSS: Emergency power supply system.

C. Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
2. Include thermal damage curve for generator.
3. Include time-current characteristic curves for generator protective device.
4. Include fuel consumption in gallons per hour at 0.8 power factor at 0.5, 0.75, and 1.0 times generator capacity.
5. Include generator efficiency at 0.8 power factor at 0.5, 0.75, and 1.0 times generator capacity.

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6. Include generator characteristics, including, but not limited to, kilowatt rating, efficiency, reactances, and short-circuit current capability.

B. Shop Drawings:

1. Include plans and elevations for engine generator and other components specified. Indicate access requirements affected by height of subbase fuel tank.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Identify fluid drain ports and clearance requirements for proper fluid drain.
4. Design calculations for selecting vibration isolators and for designing vibration isolation bases.
5. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include base weights.
6. Include diagrams for power, signal, and control wiring. Complete schematic, wiring, and interconnection diagrams showing terminal markings for engine generators and functional relationship between all electrical components.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and testing agency.
- B. Source Quality-Control Reports: Including, but not limited to, the following:
 1. Certified Summary of Performance Tests: Certify compliance with specified requirement to meet performance criteria for sensitive loads.
 2. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.
 3. Report of sound generation.
 4. Report of exhaust emissions showing compliance with applicable regulations.
 5. Certified Torsional Vibration Compatibility: Comply with NFPA 110.
- C. Field quality-control reports.
- D. Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals.
 1. Include the following:
 - a. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.
 - b. Operating instructions laminated and mounted adjacent to generator location.
 - c. Training plan.

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1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance Agreement: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance agreement. Refer to Part 3 of this specification section for additional requirements.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.9 WARRANTY

- A. Manufacturer's Warranty: 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: One 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:
 - 1. Caterpillar, Inc.; Electric Power Division.
 - 2. Cummins Power Generation.
 - 3. Generac Power Systems, Inc.
 - 4. Kohler Power Systems.
- B. Source Limitations: Obtain packaged engine generators and auxiliary components from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. B11 Compliance: Comply with B11.19.
- B. NFPA Compliance:
 - 1. Comply with NFPA 37.
 - 2. Comply with NFPA 70.
 - 3. Comply with NFPA 110 requirements for Level 1 EPSS.
- C. UL Compliance: Comply with UL 2200.
- D. Engine Exhaust Emissions: Comply with EPA Tier 2 requirements and applicable state and local government requirements.

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- E. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at adjacent property boundaries due to sound emitted by engine generator including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation.
- F. Environmental Conditions: Engine generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: 41 to 104 deg F.

2.3 ENGINE GENERATOR ASSEMBLY DESCRIPTION

- A. Factory-assembled and -tested, water-cooled engine, with brushless generator and accessories.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- C. Power Rating: Standby.
- D. Overload Capacity: 110 percent of service load for 1 hour in 12 consecutive hours.
- E. EPSS Class: Engine generator shall be classified as a Class 96 according to NFPA 110.
- F. Service Load: 1125 kVA.
- G. Power Factor: 0.8, lagging.
- H. Frequency: 60 Hz.
- I. Voltage: 480-V ac.
- J. Phase: Three-phase, four wire, wye.
- K. Induction Method: Turbocharged.
- L. Governor: Adjustable isochronous, with speed sensing.
- M. Mounting Frame: Structural steel framework to maintain alignment of mounted components without depending on concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.
 - 1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and engine generator center of gravity.
- N. Capacities and Characteristics:
 - 1. Power Output Ratings: Nominal ratings as indicated at 0.8 power factor excluding power required for the continued and repeated operation of the unit and auxiliaries.
 - 2. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.

- O. Engine Generator Performance for Sensitive Loads:
 - 1. Oversizing generator compared with the rated power output of the engine is permissible to meet specified performance.
 - a. Nameplate Data for Oversized Generator: Show ratings required by the Contract Documents rather than ratings that would normally be applied to generator size installed.
 - 2. Steady-State Voltage Operational Bandwidth: 1 percent of rated output voltage from no load to full load.
 - 3. Transient Voltage Performance: Not more than 10 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within 0.5 second.
 - 4. Steady-State Frequency Operational Bandwidth: Plus or minus 0.25 percent of rated frequency from no load to full load.
 - 5. 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.
 - 6. Transient Frequency Performance: Less than 2-Hz variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within three seconds.
 - 7. Output Waveform: At no load, harmonic content measured line to neutral shall not exceed 2 percent total with no slot ripple. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
 - 8. Sustained Short-Circuit Current: For a three-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to winding insulation or other generator system components.
 - 9. Excitation System: Performance shall be unaffected by voltage distortion caused by nonlinear load.
 - a. Provide permanent magnet excitation for power source to voltage regulator.
 - 10. Start Time:
 - a. Comply with NFPA 110, Type 10 system requirements.

2.4 DIESEL ENGINE

- A. Fuel: ASTM D975, diesel fuel oil, Grade 2-D S15.
- B. Rated Engine Speed: 1800 rpm.
- C. Lubrication System: Engine or skid-mounted.
 - 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.

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- D. Jacket Coolant Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with UL 499 and with NFPA 110 requirements for Level 1 equipment for heater capacity.
- E. Integral 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. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 - 3. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 - 4. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, UV-, and abrasion-resistant fabric.
 - a. Rating: 50-psig maximum working pressure with coolant at 180 deg F, and noncollapsible under vacuum.
 - b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- F. Muffler/Silencer:
 - 1. Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.
 - a. Minimum sound attenuation of 25 dB at 500 Hz.
 - b. Sound level measured at a distance of 25 feet from exhaust discharge after installation is complete shall be 78 dBA or less.
- G. Air-Intake Filter: Standard-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- H. Starting System: 24-V electric, with negative ground.
 - 1. Components: Sized so they are not damaged during a full engine-cranking cycle with ambient temperature at maximum specified in "Performance Requirements" 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: Lead acid, with capacity within ambient temperature range specified in "Performance Requirements" Article to provide specified cranking cycle at least three times without recharging.
 - 5. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35-A minimum continuous rating.
 - 6. Battery Charger: Current-limiting, automatic-equalizing, and float-charging type designed for lead-acid batteries. Unit shall comply with UL 1236 and include the following features:

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- a. Operation: Equalizing-charging rate of 10 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
- b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 to 140 deg F to prevent overcharging at high temperatures and undercharging at low temperatures.
- c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
- d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.
- e. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
- f. Enclosure and Mounting: integral to generator housing.

2.5 DIESEL FUEL-OIL SYSTEM

- A. Comply with NFPA 37.
- B. Piping: Fuel-oil piping shall be Schedule 40 black steel, complying with requirements in Section 231113 "Facility Fuel-Oil Piping." Cast iron, aluminum, copper, and galvanized steel shall not be used in the fuel-oil system.
- C. Main Fuel Pump: Mounted on engine to provide primary fuel flow under starting and load conditions.
- D. Fuel Filtering: Remove water and contaminants larger than 1 micron.
- E. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.
- F. Remote Fuel-Oil Storage Tank: Comply with requirements in plumbing drawings.
 1. Fuel Tank Capacity: Minimum 133 percent of total fuel required for periodic maintenance operations between fuel refills plus fuel for the hours of continuous operation required for the indicated EPSS Class.
- G. Day Tank Subbase-Mounted, Double-Wall, Fuel-Oil Tank: Factory installed and piped, complying with UL 142 fuel-oil tank. Features include the following:
 1. Tank level indicator.
 2. Fuel-Tank Capacity: Minimum 500 gallons.
 3. Leak detection in interstitial space.
 4. Vandal-resistant fill cap.
 5. Containment Provisions: Comply with requirements of authorities having jurisdiction.

2.6 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 separate automatic transfer switches initiate starting and stopping of engine generator. When mode-selector switch is switched to the on position, engine generator starts. The off position of same switch initiates engine generator shutdown. When engine generator is running, specified system or equipment failures or derangements automatically shut down engine generator and initiate alarms.
- B. Provide minimum run time control set for 15 minutes with override only by operation of a remote emergency-stop switch.
- C. Comply with UL 508A.
- D. Configuration:
 - 1. 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 engine generator. Mounting method shall isolate the control panel from engine generator vibration. Panel shall be powered from the engine generator battery.
- E. Control and Monitoring Panel:
 - 1. Digital engine generator controller with integrated LCD display, controls, and microprocessor, capable of local and remote control, monitoring, and programming, with battery backup.
 - 2. Instruments: Located on the control and monitoring panel and viewable during operation.
 - a. Engine lubricating-oil pressure gage.
 - b. Engine-coolant temperature gage.
 - c. DC voltmeter (alternator battery charging).
 - d. Running-time meter.
 - e. AC voltmeter, for each phase connected to a phase selector switch.
 - f. AC ammeter, for each phase connected to a phase selector switch.
 - g. AC frequency meter.
 - h. Generator-voltage adjusting rheostat.
 - 3. Controls and Protective Devices: Controls, shutdown devices, and common alarm indication, including the following:
 - a. Cranking control equipment.
 - b. Run-Off-Auto switch.
 - c. Control switch not in automatic position alarm.
 - d. Overcrank alarm.
 - e. Overcrank shutdown device.
 - f. Low-water temperature alarm.
 - g. High engine temperature prealarm.
 - h. High engine temperature.

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- i. High engine temperature shutdown device.
- j. Overspeed alarm.
- k. Overspeed shutdown device.
- l. Low fuel main tank.
 - 1) Low-fuel-level alarm shall be initiated when the level falls below that required for operation for duration required for the indicated EPSS class.
- m. Coolant low-level alarm.
- n. Coolant low-level shutdown device.
- o. Coolant high-temperature prealarm.
- p. Coolant high-temperature alarm.
- q. Coolant low-temperature alarm.
- r. Coolant high-temperature shutdown device.
- s. EPS load indicator.
- t. Battery high-voltage alarm.
- u. Low cranking voltage alarm.
- v. Battery-charger malfunction alarm.
- w. Battery low-voltage alarm.
- x. Lamp test.
- y. Contacts for local and remote common alarm.
- z. Remote manual stop shutdown device.
- aa. Generator overcurrent-protective-device not-closed alarm.
- bb. Hours of operation.
- cc. Engine generator metering, including voltage, current, hertz, kilowatt, kilovolt ampere, and power factor.

F. Connection to Datalink:

- 1. A separate terminal block, factory wired to Form C dry contacts, for each alarm and status indication.
- 2. Provide connections for datalink transmission of indications to remote data terminals via ModBus or Ethernet.

G. Remote Alarm Annunciator: An LED indicator light 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.

- 1. Overcrank alarm.
- 2. Low water-temperature alarm.
- 3. High engine temperature prealarm.
- 4. High engine temperature alarm.
- 5. Low lube oil pressure alarm.
- 6. Overspeed alarm.
- 7. Low fuel main tank alarm.
- 8. Low coolant level alarm.

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9. Low cranking voltage alarm.
 10. Contacts for local and remote common alarm.
 11. Audible-alarm silencing switch.
 12. Air shutdown damper when used.
 13. Run-Off-Auto switch.
 14. Control switch not in automatic position alarm.
 15. Fuel tank derangement alarm.
 16. Fuel tank high-level shutdown of fuel supply alarm.
 17. Lamp test.
 18. Low-cranking voltage alarm.
 19. Generator overcurrent-protective-device not-closed alarm.
- H. 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.
- I. Remote Emergency-Stop Switch: Flush; wall mounted unless otherwise indicated; and labeled. Push button shall be protected from accidental operation.

2.7 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Device Setting: Refer to specification section 260020 for requirements of short circuit and coordination analysis.
- B. Overcurrent protective devices shall be coordinated to optimize selective tripping when a short circuit occurs.
1. Overcurrent protective devices for the entire EPSS shall be coordinated to optimize selective tripping when a short circuit occurs. Coordination of protective devices shall consider both utility and EPSS as the voltage source.
 2. Overcurrent protective devices for the EPSS shall be accessible only to authorized personnel.
- C. Generator Overcurrent Protective Device:
1. Molded-case circuit breaker, electronic-trip type; 100 percent rated; complying with UL 489:
 - a. Tripping Characteristics: Adjustable long-time and short-time delay and instantaneous.
 - b. Trip Settings: Selected to coordinate with generator thermal damage curve.
 - c. Shunt Trip: Connected to trip breaker when engine generator is shut down by other protective devices.
 - d. Mounting: Adjacent to, or integrated with, control and monitoring panel.
- D. Ground-Fault Indication: Comply with NFPA 70, "Emergency System" signals for ground fault.
1. Indicate ground fault with other engine generator alarm indications.
 2. Trip generator protective device on ground fault.

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2.8 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.
- D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required. Provide 12-lead alternator.
- E. Range: Provide extended range of output voltage by adjusting the excitation level.
- F. 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.
- G. Enclosure: Dripproof.
- H. Instrument Transformers: Mounted within generator enclosure.
- I. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified and as required by NFPA 110.
 - 1. Adjusting Rheostat on Control and Monitoring Panel: Provide plus or minus 5 percent adjustment of output-voltage operating band.
 - 2. Maintain voltage within 15 percent on one step, full load.
 - 3. Provide anti-hunt provision to stabilize voltage.
 - 4. Maintain frequency within 5 percent and stabilize at rated frequency within 2 seconds.
- J. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.
- K. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.
- L. Subtransient Reactance: 12 percent, maximum.

2.9 OUTDOOR ENGINE GENERATOR ENCLOSURE

- A. Description:
 - 1. Vandal-resistant, sound-attenuating, weatherproof aluminum housing; wind resistant up to 160 mph. 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.
 - a. Sound Attenuation Level: 1.
 - 2. Prefabricated or pre-engineered, galvanized-steel-clad, integral structural-steel-framed, enclosure; erected on concrete foundation.
- B. Structural Design and Anchorage: Comply with ASCE/SEI 7 for wind loads up to 160 mph.

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- C. Hinged Doors: With padlocking provisions.
- D. Muffler Location: Within enclosure.
- E. Engine-Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for two hours with ambient temperature at top of range specified in system service conditions.
 - 1. Louvers: Fixed-engine, cooling-air inlet and discharge. Stormproof and drainable louvers prevent entry of rain and snow.

2.10 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: Natural rubber separated by steel shims.
 - 2. Number of Layers: Four.
 - 3. Minimum Deflection: 1 inch.
- 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-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.
 - 6. Minimum Deflection: 1 inch.
- C. Vibration isolation devices shall not be used to accommodate misalignments or to make bends.

2.11 FINISHES

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

2.12 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine generator using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
 - 1. Tests: Comply with IEEE 115 and with NFPA 110, Level 1 Energy Converters.

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- B. Project-Specific Equipment Tests: Before shipment, factory test engine generator and other system components and accessories manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:
1. Test components and accessories furnished with installed unit that are not identical to those on tested prototype to demonstrate compatibility and reliability.
 2. Test generator, exciter, and voltage regulator as a unit.
 3. Full load run.
 4. Maximum power.
 5. Voltage regulation.
 6. Transient and steady-state governing.
 7. Single-step load pickup.
 8. Safety shutdown.
9. Report factory test results within 10 days of completion of test.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine generator performance.
- B. Examine roughing-in for piping systems and electrical connections. Verify actual locations of connections before packaged engine generator installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
1. Notify Owner and Engineer no fewer than two working days in advance of proposed interruption of electrical service.
 2. Do not proceed with interruption of electrical service without Owner's written permission.

3.3 INSTALLATION

- A. Comply with NECA 1 and NECA 404.
- B. Comply with packaged engine generator manufacturers' written installation and alignment instructions and with NFPA 110.
- C. Equipment Mounting:
1. Install packaged engine generators on cast-in-place concrete equipment bases. Comply with requirements for equipment bases and foundations, refer to structural drawings.

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2. Coordinate size and location of concrete bases for packaged engine generators. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.
- D. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.
- E. Fuel Piping:
 1. Remote diesel storage tanks, tank accessories, piping, valves, and specialties for fuel systems are detailed on plumbing drawings.
 2. Copper and galvanized steel shall not be used in the fuel-oil piping system.
- F. Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.

3.4 CONNECTIONS

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of fuel piping and specialties.
- B. Connect remote fuel system piping adjacent to packaged engine generator to allow space for service and maintenance.
- C. Connect fuel piping to engines with a gate valve and union and flexible connector.
- D. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- E. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables." Provide a minimum of one 90-degree bend in flexible conduit routed to the engine generator from a stationary element.

3.5 IDENTIFICATION

- A. Identify system components according to Section 260553 "Identification for Electrical Systems."

3.6 FIELD QUALITY CONTROL

- A. Testing:
 1. Perform tests and inspections with the assistance of a factory-authorized service representative.
- B. Tests and Inspections:
 1. Perform tests recommended by manufacturer and each visual and mechanical inspection and electrical and mechanical test listed in first two subparagraphs below, as specified in NETA ATS. Certify compliance with test parameters.
 - a. Visual and Mechanical Inspection:

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- 1) Compare equipment nameplate data with Drawings and the Specifications.
 - 2) Inspect physical and mechanical condition.
 - 3) Inspect anchorage, alignment, and grounding.
 - 4) Verify that the unit is clean.
- b. Electrical and Mechanical Tests:
- 1) Perform insulation-resistance tests according to IEEE 43.
 - a) Machines Larger Than 200 hp: Test duration shall be 10 minutes. Calculate polarization index.
 - b) Machines 200 hp or Less: Test duration shall be one minute. Calculate the dielectric-absorption ratio.
 - 2) Test protective relay devices.
 - 3) Verify phase rotation, phasing, and synchronized operation as required by the application.
 - 4) Functionally test engine shutdown for low oil pressure, overtemperature, overspeed, and other protection features as applicable.
 - 5) Perform vibration test for each main bearing cap.
 - 6) Verify correct functioning of the governor and regulator.
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. 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.
 7. Harmonic-Content Tests: Measure harmonic content of output voltage at 25 and 100 percent of rated linear load. Verify that harmonic content is within specified limits.
 8. Noise Level Tests: Measure A-weighted level of noise emanating from engine generator installation, including engine exhaust and cooling-air intake and discharge, at four locations 25 feet from edge of the generator enclosure on the property line, and compare measured levels with required values.

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- C. Coordinate tests with tests for transfer switches and run them concurrently.
- D. Test instruments shall have been calibrated within the past 12 months, traceable to NIST Calibration Services, and adequate for making positive observation of test results. Make calibration records available for examination on request.
- E. Leak Test: After installation, charge exhaust, coolant, and fuel systems and test for leaks. Repair leaks and retest until no leaks exist.
- F. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation for generator and associated equipment.
- G. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- H. Remove and replace malfunctioning units and retest as specified above.
- I. Retest: Correct deficiencies identified by tests and observations, and retest until specified requirements are met.
- J. 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.
- K. Infrared Scanning: After Substantial Completion, perform an infrared scan of each power wiring termination and each bus connection while running with maximum load. Remove all access panels so terminations and connections are accessible to portable scanner.
 - 1. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - 2. Record of Infrared Scanning: Prepare a certified report that identifies terminations and connections checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.7 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of manufacturer's authorized service representative. Include quarterly preventive maintenance and exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Parts shall be manufacturer's authorized replacement parts and supplies.

3.8 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.

END OF SECTION 263213.13

**SECTION 263600
TRANSFER SWITCHES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Contactor-type service entrance rated automatic transfer switches.
 - 2. Transfer switch accessories.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for transfer switches.
 - 2. Include rated capacities, operating characteristics, electrical characteristics, and accessories.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, details showing minimum clearances, conductor entry provisions, gutter space, and installed features and devices.
 - 2. Include material lists for each switch specified.
 - 3. Single-Line Diagram: Show connections between transfer switch, power sources, and load; and show interlocking provisions for each combined transfer switch and bypass/isolation switch.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer-authorized service representative.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals.
 - 1. Include the following:

- a. Features and operating sequences, both automatic and manual.
- b. List of all factory settings of relays; provide relay-setting and calibration instructions, including software, where applicable.

1.6 WARRANTY

- A. **Manufacturer's Warranty:** Manufacturer agrees to repair or replace components of transfer switch or transfer switch components that fail in materials or workmanship within specified warranty period.

1. **Warranty Period:** 12 months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- 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.
- B. Comply with NEMA ICS 1.
- C. Comply with NFPA 110.
- D. Comply with UL 1008 unless requirements of these Specifications are stricter.
- E. **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.
- F. **Tested Fault-Current Closing and Short-Circuit 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.
- G. **Repetitive Accuracy of Solid-State Controls:** All settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.
- H. **Resistance to Damage by Voltage Transients:** Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.62. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- I. **Electrical Operation:** Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism. Switches for emergency or standby purposes shall be mechanically and electrically interlocked in both directions to prevent simultaneous connection to both power sources unless closed transition.
- J. **Service-Rated Transfer Switch:**
 1. Comply with UL 869A and UL 489.

2. Provide terminals for bonding the grounding electrode conductor to the grounded service conductor.
 3. In systems with a neutral, the bonding connection shall be on the neutral bus.
 4. Provide removable link for temporary separation of the service and load grounded conductors.
 5. Surge Protective Device: Service rated.
 6. Ground-Fault Protection: Comply with UL 1008 for normal bus.
 7. Service Disconnecting Means: Externally operated, manual mechanically actuated.
- K. Neutral Switching: Where four-pole switches are indicated, provide neutral pole switched simultaneously with phase poles.
- L. Heater: Equip switches exposed to outdoor temperatures and humidity, and other units indicated, with an internal heater. Provide thermostat within enclosure to control heater.
- M. Annunciation, Control, and Programming Interface Components: Devices at transfer switches for communicating with remote programming devices, annunciators, or annunciator and control panels shall have communication capability matched with remote device.
- N. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, by color-code or by numbered or lettered wire and cable markers at terminations. Color-coding and wire and cable markers are specified in Section 260553 "Identification for Electrical Systems."
1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.
 2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.
 3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.
 4. Accessible via front access.
- O. Enclosures: General-purpose NEMA 250, Type 3R, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.2 CONTACTOR-TYPE SERVICE ENTRANCE RATED AUTOMATIC TRANSFER SWITCHES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Caterpillar, Inc.; Electric Power Division.
 2. Cummins Power Generation.
 3. Generac Power Systems, Inc.
 4. Kohler Power Systems.
- B. Comply with Level 1 equipment according to NFPA 110.
- C. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
1. Service entrance rated, with 100% load rated breaker and contact-type transfer mechanism. Electronic trips units with LSI adjustments.
 2. Switch Action: Double throw; mechanically held in both directions.

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3. Contacts: Silver composition or silver alloy for load-current switching. Contactor-style automatic transfer-switch units, rated 600 A and higher, shall have separate arcing contacts.
 4. Conductor Connectors: Suitable for use with conductor material and sizes.
 5. Material: Hard-drawn copper, 98 percent conductivity.
 6. Main and Neutral Lugs: Compression type.
 7. Ground Lugs and Bus-Configured Terminators: Compression type.
 8. Connectors shall be marked for conductor size and type according to UL 1008.
- D. Automatic Open-Transition Transfer Switches: Interlocked to prevent the load from being closed on both sources at the same time.
1. Sources shall be mechanically and electrically interlocked to prevent closing both sources on the load at the same time.
- E. Electric Nonautomatic Switch Operation: Electrically actuated by push buttons designated "Normal Source" and "Alternative Source." Switch shall be capable of transferring load in either direction with either or both sources energized.
- F. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval shall be adjustable from 1 to 30 seconds.
- G. Digital Communication Interface: Matched to capability of remote annunciator or annunciator and control panel.
- H. Automatic Transfer-Switch Controller Features:
1. Controller operates through a period of loss of control power.
 2. Undervoltage Sensing for Each Phase of Normal and Alternate 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 shall be adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
 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 zero to 30 minutes, and factory set for 10 minutes. Override shall 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 transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.

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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:
 - a. 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.
 12. 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 shall be adjustable from 10 to 30 minutes. Factory settings shall be 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 unavailable.
- I. Large-Motor-Load Power Transfer:
1. In-Phase Monitor: Factory-wired, internal relay controls transfer so contacts close only when the two sources are synchronized in phase and frequency. Relay shall compare phase relationship and frequency difference between normal and emergency sources and initiate transfer when both sources are within 15 electrical degrees, and only if transfer can be completed within 60 electrical degrees. Transfer shall be initiated only if both sources are within 2 Hz of nominal frequency and 70 percent or more of nominal voltage.
 2. Motor Disconnect and Timing Relay Controls: Designated starters in loss of power scenario shall disconnect motors before transfer and reconnect them selectively at an adjustable time interval after transfer. Control connection to motor starters shall be through wiring external to automatic transfer switch. Provide adjustable time delay between 1 and 60 seconds for reconnecting individual motor loads. Provide relay contacts rated for motor-control circuit inrush and for actual seal currents to be encountered.
 3. Programmed Neutral Switch Position: Switch operator with programmed neutral position arranged to provide a midpoint between the two working switch positions, with an intentional, time-controlled pause at midpoint during transfer. Adjustable pause from 0.5 to 30 seconds minimum, and factory set for 0.5 second unless otherwise indicated. Time delay occurs for both transfer directions. Disable pause unless both sources are live.

2.3 TRANSFER SWITCH ACCESSORIES

A. Bypass/Isolation Switches:

1. Source Limitations: Same manufacturer as transfer switch in which installed.
2. Comply with requirements for Level 1 equipment according to NFPA 110.
3. Description: Manual type, arranged to select and connect either source of power directly to load, isolating transfer switch from load and from both power sources. Include the following features for each combined automatic transfer switch and bypass/isolation switch:

- a. Means to lock bypass/isolation switch in the position that isolates transfer switch with an arrangement that permits complete electrical testing of transfer switch while isolated. Interlocks shall prevent transfer-switch operation, except for testing or maintenance, while automatic transfer switch is isolated.
 - b. Provide means to make power available to transfer-switch control circuit for testing and maintenance purposes.
 - c. Drawout Arrangement for Transfer Switch: Provide physical separation from live parts and accessibility for testing and maintenance operations. Transfer switch and bypass/isolation switch shall be in isolated compartments.
 - d. Transition:
 - 1) Provide closed-transition operation when transferring from main transfer switch to bypass/isolation switch on the same power source.
 - e. Bypass/Isolation Switch Current, Voltage, Closing, and Short-Circuit Withstand Ratings: Equal to or greater than those of associated automatic transfer switch, and with same phase arrangement and number of poles.
 - f. Contact temperatures of bypass/isolation switches shall not exceed those of automatic transfer-switch contacts when they are carrying rated load.
 - g. Manual Control: Constructed so load bypass and transfer-switch isolation can be performed by one person in no more than two operations in 15 seconds or less. Operating handles shall be externally operated.
 - h. Automatic and Nonautomatic Control: Automatic transfer-switch controller shall also control the bypass/isolation switch.
 - i. Legend: Manufacturer's standard legend for control labels and instruction signs shall describe operating instructions.
 - j. Maintainability: Fabricate to allow convenient removal of major components from front without removing other parts or main power conductors.
4. Interconnection of Bypass/Isolation Switches with Automatic Transfer Switches: Factory-installed copper bus bars; plated at connection points and braced for the indicated available short-circuit current.

2.4 SOURCE QUALITY CONTROL

A. Prepare test and inspection reports.

1. For each of the tests required by UL 1008, performed on representative devices, for emergency legally required systems. Include results of test for the following conditions:
 - a. Overvoltage.
 - b. Undervoltage.
 - c. Loss of supply voltage.
 - d. Reduction of supply voltage.
 - e. Alternative supply voltage or frequency is at minimum acceptable values.
 - f. Temperature rise.
 - g. Dielectric voltage-withstand; before and after short-circuit test.
 - h. Overload.
 - i. Contact opening.
 - j. Endurance.
 - k. Short circuit.
 - l. Short-time current capability.
 - m. Receptacle withstand capability.
 - n. Insulating base and supports damage.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Floor-Mounting Switch: Anchor to floor by bolting.
 - 1. Install transfer switches on cast-in-place concrete equipment base(s). Comply with requirements for equipment bases and foundations detailed on structural drawings.
 - 2. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases.
 - 3. Provide workspace and clearances required by NFPA 70.
- B. Identify components according to Section 260553 "Identification for Electrical Systems."
- C. Set field-adjustable intervals and delays, relays, and engine exerciser clock.
- D. Comply with NECA 1.

3.2 CONNECTIONS

- A. Wiring to Remote Components: Match type and number of cables and conductors to generator sets, motor controls, control, and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.
- B. Wiring Method: Install cables in raceways except within electrical enclosures. Conceal raceway and cables except in unfinished spaces.
 - 1. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- C. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii.
- D. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- E. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- F. Route and brace conductors according to manufacturer's written instructions and Section 260529 "Hangers and Supports for Electrical Systems." Do not obscure manufacturer's markings and labels.
- G. Final connections to equipment shall be made with liquidtight, flexible metallic conduit no more than 18 inches in length.

3.3 FIELD QUALITY CONTROL

- A. Administrant for Tests and Inspections:

1. Engage factory-authorized service representative to administer and perform tests and inspections on components, assemblies, and equipment installations, including connections.

B. Tests and Inspections:

1. After installing equipment, test for compliance with requirements according to NETA ATS.
2. Visual and Mechanical Inspection:

- a. Compare equipment nameplate data with Drawings and Specifications.
- b. Inspect physical and mechanical condition.
- c. Inspect anchorage, alignment, grounding, and required clearances.
- d. Verify that the unit is clean.
- e. Verify appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
- f. Verify that manual transfer warnings are attached and visible.
- g. Verify tightness of all control connections.
- h. Inspect bolted electrical connections for high resistance using one of the following methods, or both:
 - 1) Use of low-resistance ohmmeter.
 - 2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method according to manufacturer's published data.
- i. Perform manual transfer operation.
- j. Verify positive mechanical interlocking between normal and alternate sources.
- k. Perform visual and mechanical inspection of surge arresters.
- l. Inspect control power transformers.
 - 1) Inspect for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, and overall general condition.
 - 2) Verify that primary and secondary fuse or circuit-breaker ratings match Drawings.
 - 3) Verify correct functioning of drawout disconnecting contacts, grounding contacts, and interlocks.

3. Electrical Tests:

- a. Perform insulation-resistance tests on all control wiring with respect to ground.
- b. Verify settings and operation of control devices.
- c. Calibrate and set all relays and timers.
- d. Verify phase rotation, phasing, and synchronized operation.
- e. Perform automatic transfer tests.
- f. Verify correct operation and timing of the following functions:
 - 1) Normal source voltage-sensing and frequency-sensing relays.
 - 2) Engine start sequence.
 - 3) Time delay on transfer.
 - 4) Alternative source voltage-sensing and frequency-sensing relays.
 - 5) Automatic transfer operation.
 - 6) Interlocks and limit switch function.
 - 7) Time delay and retransfer on normal power restoration.
 - 8) Engine cool-down and shutdown feature.

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4. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Include external annunciation and control circuits. 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, perform each electrical test for transfer switches stated in NETA ATS and 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 retransfer from 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. Test bypass/isolation unit functional modes and related automatic transfer-switch operations.
 - f. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for one pole deviating by more than 50 percent from other poles.
 - g. 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. Transfer switches will be considered defective if they do not pass tests and inspections.
- F. Remove and replace malfunctioning units and retest as specified above.
- G. Prepare test and inspection reports.
- H. 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. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

2. 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.
- B. Training shall include testing ground-fault protective devices and instructions to determine when the ground-fault system shall be retested. Include instructions on where ground-fault sensors are located and how to avoid negating the ground-fault protection scheme during testing and circuit modifications.
- C. Coordinate this training with that for generator equipment.

END OF SECTION 263600

SECTION 264313
SURGE PROTECTIVE DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1. Type 1 surge protective devices.
 - 2. Type 2 surge protective devices.
 - 3. Enclosures.
 - 4. Conductors and cables.

1.3 DEFINITIONS

- A. Inominal: Nominal discharge current.
- B. MCOV: Maximum continuous operating voltage.
- C. Mode(s), also Modes of Protection: air of electrical connections where the VPR applies.
- D. MOV: Metal-oxide varistor; an electronic component with a significant non-ohmic current-voltage characteristic.
- E. NRTL: Nationally recognized testing laboratory.
- F. OCPD: Overcurrent protective device.
- G. SCCR: Short-circuit current rating.
- H. SPD: Surge protective device.
- I. Type 1 SPDs: Permanently connected SPDs intended for installation between the secondary of the service transformer and the line side of the service disconnect overcurrent device.
- J. Type 2 SPDs: Permanently connected SPDs intended for installation on the load side of the service disconnect overcurrent device, including SPDs located at the branch panel.
- K. VPR: Voltage protection rating.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

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1. Include electrical characteristics, specialties, and accessories for SPDs.
2. NRTL certification of compliance with UL 1449.
 - a. Tested values for VPRs.
 - b. Inominal ratings.
 - c. MCOV, type designations.
 - d. OCPD requirements.
 - e. Manufacturer's model number.
 - f. System voltage.
 - g. Modes of protection.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Sample Warranty: For manufacturer's special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For SPDs to include in maintenance manuals.

1.7 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace SPDs that fail in materials or workmanship within 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TYPE 1 SURGE PROTECTIVE DEVICES (SPDs)

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Schneider Electric USA, Inc.
 2. PQ Protection
 3. LEA International
- B. Source Limitations: Obtain devices from single source from single manufacturer.
- C. Standards:
 1. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 1449, Type 1.
- D. Product Options:
 1. Include integral disconnect switch.

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2. Include internal thermal protection that disconnects the SPD before damaging internal suppressor components.
3. Include indicator light display for protection status.
4. Include audible alarm.
5. Include NEMA ICS 5, dry Form C contacts rated at 2 A and 24 V ac for remote monitoring of protection status.
6. Include surge counter.

E. Performance Criteria:

1. MCOV: Not less than 115 percent of nominal system voltage for 480Y/277 V power systems.
2. Peak Surge Current Rating: Minimum single-pulse surge current withstand rating per phase must not be less than 320 kA. Peak surge current rating must be arithmetic sum of the ratings of individual MOVs in a given mode.
3. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V, three-phase, four-wire circuits must not exceed the following:
 - a. Line to Neutral: 1200 V for 480Y/277 V.
 - b. Line to Line: 2000 V for 480Y/277 V.
4. SCCR: Not less than 200 kA.
5. Inominal Rating: 20 kA.

2.2 TYPE 2 SURGE PROTECTIVE DEVICES (SPDs)

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Schneider Electric USA, Inc.
2. PQ Protection
3. LEA International

B. Source Limitations: Obtain devices from single source from single manufacturer.

C. Standards:

1. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 1449, Type 2.
2. Comply with UL 1283.

D. Product Options:

1. Include LED indicator lights for power and protection status.
2. Include internal thermal protection that disconnects the SPD before damaging internal suppressor components.
3. Include NEMA ICS 5, dry Form C contacts rated at 2 A and 24 V ac for remote monitoring of protection status.
4. Include surge counter.

E. Performance Criteria:

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1. MCOV: Not less than 125 percent of nominal system voltage for 208Y/120 V and 120/240 V power systems, and not less than 115 percent of nominal system voltage for 480Y/277 V power systems.
2. Peak Surge Current Rating: Minimum single-pulse surge current withstand rating per phase must not be less than 200 kA. Peak surge current rating must be arithmetic sum of the ratings of individual MOVs in a given mode.
3. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V, three-phase, four-wire circuits must not exceed the following:
 - a. Line to Neutral: 1200 V for 480Y/277 V.
 - b. Line to Ground: 1200 V for 480Y/277 V.
 - c. Neutral to Ground: 1200 V for 480Y/277 V.
 - d. Line to Line: 2000 V for 480Y/277 V.
4. SCCR: Equal or exceed 200 kA.
5. Inominal Rating: 20 kA.

2.3 ENCLOSURES

- A. Outdoor Enclosures: NEMA 250, Type 4X.

2.4 CONDUCTORS AND CABLES

- A. Power Wiring: Same size as SPD leads, complying with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Provide OCPD and disconnect for installation of SPD in accordance with UL 1449 and manufacturer's written instructions.
- C. Install leads between disconnects and SPDs short, straight, twisted, and in accordance with manufacturer's written instructions. Comply with wiring methods in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
 1. Do not splice and extend SPD leads unless specifically permitted by manufacturer.
 2. Do not exceed manufacturer's recommended lead length.
 3. Do not bond neutral and ground.
- D. Use crimped connectors and splices only. Wire nuts are unacceptable.

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

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1. Compare equipment nameplate data for compliance with Drawings and the Specifications.
2. Inspect anchorage, alignment, grounding, and clearances.
3. Verify that electrical wiring installation complies with manufacturer's written installation requirements.

B. SPDs that do not pass tests and inspections will be considered defective.

C. Prepare test and inspection reports.

3.3 STARTUP SERVICE

A. Complete startup checks in accordance with manufacturer's written instructions.

B. Do not perform insulation-resistance tests of the distribution wiring equipment with SPDs installed. Disconnect SPDs before conducting insulation-resistance tests; reconnect them immediately after the testing is over.

C. Energize SPDs after power system has been energized, stabilized, and tested.

3.4 DEMONSTRATION

A. Train Owner's maintenance personnel to operate and maintain SPDs.

END OF SECTION 264313

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Attachment 1D
FEMA REQUIRED CONDITIONS

(As per the Federally Funded Subaward and Grant Agreement, Number H0131, Project Number 4337-28-R between the City of North Port and the State of Florida Division of Emergency Management)

This project will be partially funded by FEMA and as such shall comply with all FEMA requirements as set forth herein as well as within Exhibits B and C, the Federally Funded Subaward and Grant Agreement, Agreement Number H0131, Project Number 4337-28-R, and any subsequent grant agreement modifications ("Grant Agreement"). Contractor must carefully review and become familiar with the Grant Agreement conditions that govern this Construction Contract ("Contract").

For purposes of this Contract, and as referenced in the Grant Agreement, the **Division** means the State of Florida Division of Emergency Management; the **Sub-Recipient** means the City of North Port, the **contractor** means the contractor in charge of the construction completion of this project; and the **subcontractor** means a subcontractor retained by the construction contractor to address a specific portion of this project. All state and federal requirements contained herein are applicable to both the contractor and subcontractor.

The section and subsection numbers used below are from the Grant Agreement for ease of reference.

(18) PROCUREMENT

- f. Pursuant to the Grant Agreement (i) the contractor and all subcontractor(s) are bound by the terms of the Grant Agreement, (ii) the contractor and all subcontractor(s) are bound by all applicable state and federal laws and regulations, and (iii) the contractor and all subcontractor(s) shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the contractor or subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

- i. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. If the contractor or subcontractor is a minority business enterprise, it shall provide all information necessary to the Sub-Recipient for the written statement required by the Division. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(22) MANDATED CONDITIONS

- e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

- f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, including the contractor and any subcontractors, certify, to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 - ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,
 - iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended contractor/subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any contractor/subcontractor. For this purpose, the contractor and all sub-contractors must certify to the requirements in section f (i-iv) above, in addition to executing Attachment H.

- k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section

274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

- I. All unmanufactured and manufactured articles, materials and supplied which are acquired for public use under the Grant Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(26) EQUAL OPPORTUNITY EMPLOYMENT

- a. Pursuant to 41 C.F.R. §60-1.4(b), the Sub-Recipient has agreed that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause outlined below.

As such, the following requirements are incorporated into the Contract and the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor is hereby on notice that the Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient/contractor or the contractor/subcontractor with the funds authorized by this Agreement, enter into a contract that exceeds \$100,000 and involves the

employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

The following provision is incorporated into the Contract:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

The following provisions are incorporated into the Contract:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

The following clause is incorporated into the Contract:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If the contractor, with the funds authorized by this Agreement, seeks to procure goods or services from a subcontractor, then, in accordance with 2 C.F.R. §200.321, the contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the contractor must take; the requirements do not preclude the contractor from

undertaking additional steps to involve small and minority businesses and women's business enterprises.

- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient or the contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

TASKS & DELIVERABLES:

- 1) A qualified and licensed Florida contractor will be retained for this project. A contract between the Sub-Recipient and the selected bidder, the ultimate contractor, will be executed to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations.

The contractor shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and Contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

No contractors or subcontractors can be debarred or suspended from participating in federally funded projects.

The contractor and any subcontractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The contractor and all subcontractors performing services under this agreement shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" to the Sub-Recipient for submittal to the Division.

All executed contracts between contractors and subcontractors will need to be furnished to the Sub-Recipient for submittal to the Division.

The contractor shall provide to the Sub-Recipient copies of professional licenses for the contractor and subcontractors selected to perform services. The contractor shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the contractor and any selected subcontractor.

If any ground disturbance activities of 3 inches in depth or more occur during construction, the Sub-Recipient and Contractor shall monitor ground disturbance during construction and if any potential archaeological resources are discovered, construction shall immediately cease in that area and the Division and FEMA shall be notified.

Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

- 2) ... Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The contractor shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

In order for the Sub-Recipient to submit requests for reimbursement to the Division for work completed, contractor, subcontractor, and/or vendor invoices must clearly display FEMA's Project Number 4337-28-R, dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information.

COMPLIANCE WITH 2 CFR 200 REGULATIONS

This project must comply with the following mandatory provisions required by 2CFR 200.318 to 200.327 as well as Appendix II to 2 CFR Part 200:

1. REMEDIES

- a. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

3. EQUAL EMPLOYMENT OPPORTUNITY

- a. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision,

inspection, and other onsite functions incidental to the actual construction.

c. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or

contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Compliance with the Contract Work Hours and Safety Standards Act.
 - (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Clean Air Act
 - 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - 2. The contractor agrees to report each violation to the **(name of applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional

Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the **(name of the applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. DEBARMENT AND SUSPENSION

- a. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (1) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (2) This certification is a material representation of fact relied upon by the City of North Port. If it is later determined that the contractor did not comply

with 2 C.F.R. pt. 180, subpart C and 2 C.F.R.pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (3) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. BYRD ANTI-LOBBYING AMENDMENT

- a. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

- b. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- c. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

8. PROCUREMENT OF RECOVERED MATERIALS

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- c. Procurement of Recovered Materials requirements:
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

CONTRACT PROVISIONS

The following language will be part of the contract agreement between the City of North Port and the selected contractor:

1. ACCESS TO RECORDS

- a.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

- b.** The following access to records requirements apply to this contract:
 - (1) The Contractor agrees to provide the City of North Port, the Florida Division of Emergency management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (4) In compliance with the Disaster Recovery Act of 2018, the City of North Port and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

- a.** To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or

cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

3. DHS SEAL, LOGO, AND FLAGS

- a. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



STATE OF FLORIDA

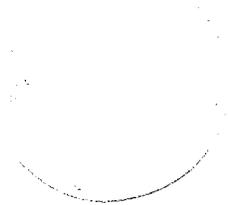
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

March 19, 2019

Mr. Derek Applegate, Project Manager
City of North Port
4970 City Hall Boulevard
North Port, Florida 34286



Re: 4337-28-R, City of North Port, Generator Project

Dear Mr. Applegate:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0131 between City of North Port and the Division of Emergency Management.

Andrea Horne, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Andrea Horne at (850) 815-4579.

Respectfully,



Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA:vsa

Enclosure

Agreement Number: H0131

Project Number: 4337-28-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>City of North Port</u>
Sub-Recipient's unique entity identifier:	<u>59-6072227</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>November 7, 2018</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru November 30, 2020</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$525,000.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$525,000.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$525,000.00</u>
Federal award project description (see FFATA):	<u>City of North Port – Generator Project</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Andrea.horne@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of North Port, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Andrea Horne, Project Manager
Division of Emergency Management
Bureau of Mitigation
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: (850) 815-4579
Email: Andrea.horne@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Derek Applegate, Project Manager
City of North Port
4970 City Hall Boulevard
North Port, Florida 34286
Telephone: (941) 240-8189 → R. Miller
Email: dapplegate@cityofnorthport.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **November 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$525,000.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
 - iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.
 - v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
 - vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
 - e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
 - f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
 - g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R.

§200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

- a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.
- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
- c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.
- f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

- a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.
- b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

- a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Require unnecessary experience or excessive bonding;
 - iii. Use noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
 - v. Authorize, condone, or ignore organizational conflicts of interest;
 - vi. Specify only a brand name product without allowing vendors to offer an equivalent;
 - vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary action during the procurement process; or,
 - ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
 - j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.
 - k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.
 - l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19)ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
- i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of North Port

By: 

Name and Title: Peter D. Lear, CPA, CGMA, City Manager

Date: 2-12-19

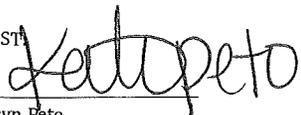
FID#: 59-6072227

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: 

Name and Title: Jared Moskowitz, Director.

Date: 20 March 2019

ATTEST
By: 
Kathryn Peto
City Clerk

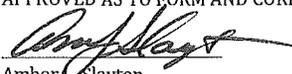
APPROVED AS TO FORM AND CORRECTNESS:

Amber C. Slayton
City Attorney

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Sub-Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded. Delete text before finalizing agreement.

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$ 525,000.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to provide protection to North Port City Hall in North Port, Sarasota County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) DR-4337-28-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, The City of North Port agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient, the City of North Port, shall purchase and install a permanent generator, located at 4970 City Hall Boulevard, North Port, Florida 34286 (27.076292, -82.207285).

The HMGP project shall provide protection to the facility and shall be accomplished by the installation of a permanent 750kW generator, which will match the electrical needs of the critical facility, and be sufficient to power the supporting equipment. The City of North Port will also install a transfer switch, sized to match the electrical loads and ensure continuity in the provisions of power. An enclosure for the generator will be installed.

The project shall provide protection against a 500-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
 - d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable –
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certify Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments

were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the North Port City Hall, located at 4970 City Hall Boulevard, North Port, Florida 34286, by installation of a permanent 750kW generator, which will match the electrical needs of the critical facility, and be sufficient to power the supporting equipment. The City of North Port will also install a transfer switch, sized to match the electrical loads and ensure continuity in the provisions of power. An enclosure for the generator will be installed.

The project shall provide protection against a 500-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations. Provided the Sub-

Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final approval; as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30-days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **4337-28-R**, is funded under HMGP; FEMA-4337-Irma-DR-FL; and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on November 7, 2018; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **November 30, 2020**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State and Local Contracting:	3	Months
Design / Permitting:	3	Months
Bidding and Contracting:	3	Months
Construction / Installation:	12	Months
State and Local Inspection	2	Months
Closeout:	1	Month
Total Period of Performance:	24	Months

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
Materials:	\$310,000.00	\$232,500.00	\$77,500.00
Labor:	\$385,000.00	\$288,750.00	\$96,250.00
Fees:	\$5,000.00	\$3,750.00	\$1,250.00
Initial Agreement Amount:	\$700,000.00	\$525,000.00	\$175,000.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$700,000.00	\$525,000.00	\$175,000.00

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Funding Summary

Federal Share:	\$525,000.00	(75%)
Non-Federal Share:	\$175,000.00	(25%)
Total Project Cost:	\$700,000.00	(100%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension or termination is received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of North Port

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Generator Project PROJECT #: 4337-28-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0131

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount ___%	Obligated Non- Federal ___%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
	DATE _____

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of North Port PAYMENT #: _____
 PROJECT TYPE: Generator Project PROJECT #: 4337-28-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0131

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents</i> _____ <i>% completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of North Port

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: City of North Port PROJECT #: 4337-28-R
PROJECT TYPE: Generator Project CONTRACT #: H0131
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-Jun 20__ \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? Yes No (*If No, please describe under **Issues** below*)

Percentage of Work Completed (*may be confirmed by state inspectors*): _____ %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Additional **Comments/Elaboration:**

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: _____

Phone: _____

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions: _____

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of North Port
Sub-Recipient's Name

H0131
DEM Contract Number

4337-28-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-28-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$525,000.00

OBLIGATION/ACTION DATE: November 7, 2018

SUBAWARD DATE (if applicable): _____

DUNS#: 039567821

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of North Port
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: 4970 City Hall Boulevard
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY North Port STATE FL ZIP CODE+4** 34286-4100

PARENT COMPANY DUNS# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient, the City of North Port, shall purchase and install a permanent generator, located at 4970 City Hall Boulevard, North Port, Florida 34286 (27.076292, -82.207285).

The HMGP project shall provide protection to the facility and shall be accomplished by the installation of a permanent 750kW generator, which will match the electrical needs of the critical facility, and be sufficient to power the supporting equipment. The City of North Port will also install a transfer switch, sized to match the electrical loads and ensure continuity in the provisions of power. An enclosure for the generator will be installed.

The project shall provide protection against a 500-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal

financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: 

NAME AND TITLE: Peter D. Lear, CPA, CGMA, City Manager

DATE: 3-1-19

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$50,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B. Identification and assignment of indirect (F&A) costs; and specialized services facilities described in § 200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

January 12, 2021

Mr. Derek Applegate, Project Manager
City of North Port
4970 City Hall Boulevard
North Port, Florida 34286

Re: Project #4337-28-R, City of North Port

Dear Mr. Applegate:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract modification number (#1) (Contract #H0131) between the City of North Port and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Velma.noel@em.myflorida.com. The Project Manager for this contract is:

Velma Noel, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Velma Noel at (850) 815-4585.

Respectfully,

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,
email=Miles.anderson@em.myflorida.com, c=US
Date: 2021.01.13 16:15:41 -05'00'

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Contract Number: H0131

Project Number: 4337-28-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF NORTH PORT**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of North Port ("the Sub-Recipient") to modify Contract Number H0131, dated, March 20, 2019 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$525,000.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on November 30, 2020; and

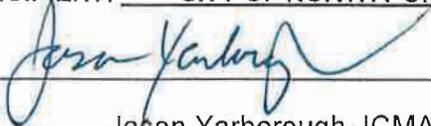
WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:
(8) PERIOD OF AGREEMENT
This Agreement shall begin March 20, 2019 and shall end November 30, 2021, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.
3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF NORTH PORT

By: 

Name and Title: Jason Yarborough, ICMA-CM, Interim City Manager

Date: 12/29/2020

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson
Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,
email=Miles.anderson@em.myflorida.com, c=US
Date: 2021.01.13 16:16:21 -0500

Name and Title: Jared Moskowitz, Director

Date: 01/13/2021

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to North Port City Hall in North Port, Sarasota County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) DR-4337-28-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, The City of North Port, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient, the City of North Port, shall purchase and install a permanent generator, located at 4970 City Hall Boulevard, North Port, Florida 34286. Coordinates: (27.076292, -82.20785).

The HMGP project shall provide protection to the facility by the installation of a permanent 750kW generator, which will match the electrical needs of the critical facility and be sufficient to power the supporting equipment. The City of North Port will also install a transfer switch, sized to match the electrical loads and ensure continuity in the provisions of power. An enclosure for the generator shall be installed.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.
- e) Certified Letter of Completion, as applicable:
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.

- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Verification letter or documentation showing the generator is protected to the 500-year (0.2% annual chance) flood elevation.
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed,

cost of services performed, name of service provider and any other pertinent information;

- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the North Port City Hall, located at 4970 City Hall Boulevard, North Port, Florida 34286, by installation of a permanent 750kW generator, which will match the electrical needs of the critical facility, and be sufficient to power the supporting equipment. The City of North Port will also install a transfer switch, sized to match the electrical loads and ensure continuity in the provisions of power. An enclosure for the generator will be installed.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.

- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State documenting which protective option they selected.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number 4337-28-R. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on November 7, 2018; this Agreement was executed on March 20, 2019 and the Period of Performance for this project shall end on **November 30, 2021**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State and Local Contracting:	3 Months
Design / Permitting:	3 Months
Bidding and Contracting:	6 Months
Construction / Installation:	18 Months
State and Local Inspection:	3 Months
Closeout:	3 Months
Total Period of Performance:	36 Months

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
Materials:	\$310,000.00	\$232,500.00	\$77,500.00
Labor:	\$385,000.00	\$288,750.00	\$96,250.00
Fees:	\$5,000.00	\$3,750.00	\$1,250.00
Initial Agreement			
Amount:	\$700,000.00	\$525,000.00	\$175,000.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$700,000.00	\$525,000.00	\$175,000.00

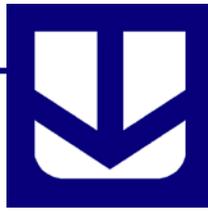
**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

Federal Share:	\$525,000.00	(75%)
Non-Federal Share:	\$175,000.00	(25%)
Total Project Cost:	\$700,000.00	(100.00%)



UNIVERSAL ENGINEERING SCIENCES

**GEOTECHNICAL EXPLORATION
PROPOSED GENERATOR AND FUEL TANK PADS
CITY HALL-CITY OF NORTH PORT, FL
4079 CITY HALL BOULEVARD
NORTH PORT, SARASOTA COUNTY, FL 34286**

**UES PROJECT NO.:1130.2000284.0000
UES REPORT NO.: 15030**

Prepared For:

TLC Engineering Solutions, Inc.
255 South Orange Avenue, Suite 1600
Orlando, Florida 32801-3463

Attention: Mr. Brett Sands

Prepared By:

Universal Engineering Sciences, LLC.
1748 Independence Boulevard, Ste. B-1
Sarasota, FL 34234
(941) 358-7410

September 4, 2020



UNIVERSAL ENGINEERING SCIENCES

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- Rockledge
- Sarasota
- Tampa
- Tifton
- West Palm Beach

September 4, 2020

TLC Engineering Solutions, Inc.
255 South Orange Avenue, Suite 1600
Orlando, Florida 32801-3463

Attention: Mr. Brett Sands

Reference: **GEOTECHNICAL EXPLORATION**
Proposed Generator and Fuel Tank Pads
City of North Port City Hall- Central Plan Building
4790 City Hall Boulevard
North Port, Sarasota County; Florida 34286
UES Project No.:1130.2000284
UES Report No.: 15030

Dear Mr. Sands,

Universal Engineering Sciences, LLC. (UES) has completed the subsurface exploration for the above referenced project. The scope of our exploration was planned in conjunction with and authorized by you.

This report contains the results of our exploration, an engineering interpretation of these results with respect to the project characteristics described to us, and recommendations to aid in foundation design, and site preparation.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES, LLC,
Certificate of Authorization Number 549

Charles "Chip" H. Downey, E.I.T.
Project Engineer

Robert Gomez, P.E. #58348
Branch Manager

RG/CD:

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IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL
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GENERAL CONDITIONS

1.0 INTRODUCTION

1.1 GENERAL

In this report, we present the results of the subsurface exploration of the proposed Residential Building. A general location plan of the project appears in Appendix A: Site Location Plan. We have divided this report into the following sections:

- SCOPE OF SERVICES - Defines what we did
- FINDINGS - Describes what we encountered
- RECOMMENDATIONS - Describes what we encourage you to do
- LIMITATIONS - Describes the restrictions inherent in this report
- APPENDICES - Presents support materials referenced in this report.

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

The project under consideration involves the addition of a new generator (50,000 lbs) and a fuel tank (100,000 lbs) to the City of North Port City Hall facility. A site plan showing the structure locations was provided to us.

Our recommendations are based upon the above considerations. If any of this information is incorrect or if you anticipate any changes, inform Universal Engineering Sciences so that we may review our recommendations.

2.2 PURPOSE

The purposes of this exploration were:

- To explore the general subsurface conditions at the site;
- To interpret and review the subsurface conditions with respect to the proposed construction; and
- To provide geotechnical engineering recommendations for foundation design parameters, and site soils preparation.

Recommendations concerning other soil related considerations were beyond the scope of our exploration. This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, if you desire.



2.3 FIELD EXPLORATION

The subsurface conditions were explored by drilling and sampling two (2) Standard Penetration Test (SPT) borings in the estimated pad footprints to 20 feet below existing grades.

We performed the Standard Penetration Test using our track mounted drill rig utilizing mud rotary procedures according to the procedures of ASTM D-1586, with continuous sampling performed above a depth of 10 feet, to detect slight variations in the soil profile at shallow depths, and then at five-foot intervals thereafter. The basic procedure for the Standard Penetration Test is as follows: A standard split-barrel sampler is driven into the soil by a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler 1-foot, after seating 6 inches, is designated the penetration resistance, or N-value; this value is an index to soil strength and consistency.

The boring locations were located by our drill crew based on the site plan and existing site conditions. The test boring locations are shown on the attached Boring Location Plan in Appendix A.

3.0 FINDINGS

3.1 SURFACE CONDITIONS

A Universal Engineering Sciences representative performed a visual site observation of the subject property to gain a "hands-on" familiarity of the project area. At the time of our exploration, the site was developed with public buildings and paved areas

3.2 SOIL SURVEY

The "Soil Survey of Sarasota County, Florida", published by the published by the United States Department of Agriculture (USDA) - Soil Conservation Service (SCS), was reviewed for general near-surface soil information prior to development within the general project vicinity. The USDA, SCS primary soil mapping group within the proposed project area, and some characteristics and properties are summarized below. The location of these groups can be observed on the SCS Soil Survey Map provided in the Appendix A.

Holopaw fine sand, ponded, Urban Lands Complex (Soil Group No. 63): This soil group consists of fine sands from the surface to a depth of about 50 inches, sandy loam from 50 to 66 inches, and loamy fine sand from 66 to 80 inches below grade. Based on the soil survey, the water table is at the ground surface.

Pineda fine sands, Urban Land Complex (soil Group No. 69): This soil group consists of fine sands from the surface to a depth of about 36 inches, sandy clay loam from 36 to 63 inches, and fine sand from 63 to 80 inches below grade. Based on the soil survey, the water table is from the surface to 12 inches below grade.

3.3 SUBSURFACE CONDITIONS

The boring locations and detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Boring Logs. The classifications and descriptions shown on the logs are generally based upon visual characterizations of the recovered soil samples. Also, see



Appendix A: Soils Classification Chart, for further explanation of the symbols and placement of data on the Boring Logs. The following table summarizes the soil conditions encountered.

TABLE 1 General Soil Profile		
Typical depth (ft)		Soil Descriptions
From	To	
0	8	Dense to very dense fine sand [SP]
8	20*	Medium dense sand with silt [SP, SP-SM]
* Termination Depth of Deepest Boring [] Bracketed Text Indicates: Unified Soil Classification		

Variations in the depth, thickness and consistency of the aforementioned soil strata occurred at the individual test boring locations. We encountered groundwater at depth of 7.5 feet below existing grade at the time of our investigation. It should be noted measured water levels are subject to the variation in depth due to the soil type consistency and depth encountered, as well as possible tidal influences and seasonal rainfall.

A notable feature is the presence of dense to very dense sands between existing grade elevation and 8 feet below grade with N-values ranging from 41 to over 50 blows per foot. This soil may vary across the site in depth and consistency, and may be difficult to excavate.

4.0 RECOMMENDATIONS

4.1 GENERAL

The following recommendations are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. If the structural loadings, building locations, building sizes, or grading plans change or are different from those discussed previously, we request the opportunity to review and possibly amend our recommendations with respect to those changes.

Additionally, if subsurface conditions are encountered during construction which was not encountered in the borings, report those conditions immediately to us for observation and recommendations.

In this section of the report, we present our detailed recommendations for groundwater control, building foundations, and site preparation.

4.2 GROUNDWATER CONSIDERATIONS

The groundwater table will fluctuate seasonally depending upon local rainfall. The normal seasonal high groundwater level typically occurs in the August-September period at the end of the rainy season. The seasonal high groundwater level is affected by a number of factors, such as drainage characteristics of the soils; land surface elevation, relief points (i.e. drainage ditches, lakes, rivers, swampy areas) and distance to relief points.



Several other factors influence the determination of the seasonal high water table (SHWT). When soils are subjected to alternating cycles of saturation and drying, discoloration or staining that is not part of the dominant soil color occurs. This is called mottling, and manifests itself in various shades of gray, brown, red or yellow. There are numerous processes that lead to this discoloration, including mineral accretions, oxidation, and bacteria growth within the soil. The presence of this discoloration indicates that groundwater has, at some point in time, reached that elevation and remained there long enough to cause any or all of these processes to occur. The SHWT elevation is assumed to be the highest point at which mottling is observed regardless of whether water is present at the time of observation. This estimate is independent of the actual location of the groundwater table.

Based upon our visual inspection of the recovered soil samples and existing site conditions, our best estimate is that the seasonal high groundwater level could be 2 feet below existing grade at the pond boring locations. The SHGWL are noted on the attached boring logs. Water could be temporarily ponded in the ditches and other low lying areas of the overall site especially during periods of heavy rainfall.

It should be noted that the estimated seasonal high water levels do not provide any assurance that groundwater levels will not exceed these estimated levels during any given year in the future. Should the impediments to surface water drainage be present, or should rainfall intensity and duration, or total rainfall quantities, exceed the normally anticipated rainfall quantities, groundwater levels may exceed our seasonal high estimates.

We recommend sufficient quantities of fill will be placed in the building and pavement areas to mitigate the effect of groundwater on shallow excavations, such as foundations. Further, we recommend the bottom of the base course used in pavement construction be maintained at least 12 inches above the seasonal high water levels.

Temporary dewatering may be required during site preparation, especially if construction proceeds during the wet season or periods of heavy rainfall. Temporary dewatering may also be required for deeper excavations, such as utility trenches, and other excavations. We recommend that the contract documents provide for determining the groundwater level just prior to construction and for any dewatering measures which might be required. We recommend that the groundwater table be maintained at least 24 inches below all earthwork and compaction surfaces.

4.3 BUILDING FOUNDATIONS

We believe the proposed structures can be supported on conventional shallow foundation provided the site is properly prepared and the foundation loading conditions do not exceed the values outlined earlier in this report. It should be noted that heavier structural loads than the ones outlined in this report will require subgrade soils improvements for shallow foundation. If the structural loads are heavier, we would recommend additional Geotechnical evaluation. The following parameters may be used for foundation design.

4.3.1 Bearing Pressure

The maximum allowable net soil bearing pressure for shallow foundations should not exceed 2,500 pounds per square foot (psf). Net bearing pressure is defined as the soil bearing pressure at the



base of the foundation in excess of the natural overburden pressure. The foundations should be designed based upon the maximum load that could be imposed by all loading conditions.

4.3.2 Foundation Size

The minimum widths recommended for any isolated column footing and continuous wall footing is 24 inches and 18 inches, respectively. Even though the maximum allowable soil bearing pressure may not be achieved, this width recommendation should control the size of the foundations.

4.3.3 Bearing Depth

The exterior foundations should bear at a depth of at least 18 inches below the exterior final grades. We recommend storm water and surface water be diverted away from the building exteriors, both during and after construction to reduce the possibility of erosion beneath the exterior footings.

4.3.4 Bearing Material

The foundations may bear on either the compacted suitable natural soils or compacted structural fill as recommended in the site preparation of this report. The bearing level soils, after compaction should have compaction to at least 95 percent of the maximum dry density of the bearing soils as determined by ASTM D-1557 (Modified Proctor), to the depth described subsequently in the Site Preparation section of the report. In addition to compaction the bearing soils must exhibit stability and be free of "pumping" conditions. If moisture sensitive soils are encountered and compaction is difficult to achieve, the footings can be treated with dry suitable material or acceptable crushed aggregate.

4.3.5 Settlement Estimates

Post-construction settlement of the structure will be influenced by several interrelated factors, such as (1) subsurface stratification and strength/compressibility characteristics of the bearing soils to a depth of approximately twice the width of the footing; (2) footing size, bearing level, applied loads, and resulting bearing pressures beneath the foundation; (3) site preparation and earthwork construction techniques used by the contractor, and (4) external factors, including but not limited to vibration from offsite sources and groundwater fluctuations beyond those normally anticipated for the naturally-occurring site and soil conditions which are present.

Our settlement estimates for the structure are based upon the use of successful adherence to the site preparation recommendations presented later in this report and the maximum loading conditions previously discussed. Any deviation from these recommendations could result in an increase in the estimated post-construction settlement of the structure.

Due to the sandy nature of the surficial soils, following the compaction operations, we expect a significant portion of settlement to be elastic in nature and occur relatively quickly on application of the loads, during and immediately following construction. Using the recommended maximum bearing pressure, the assumed maximum structural loads, and the field and laboratory test data which we have correlated into the strength and compressibility characteristics of the subsurface soils, we estimate the total settlements of the structure to be 1 inch or less.



Differential settlements result from differences in applied bearing pressures and the variations in the compressibility characteristics of the subsurface soils. For the foundations prepared as recommended, we anticipate post construction differential settlements of ½-inch or less.

4.3.6 Floor Slabs

The floor slabs will be supported on compacted fill and either is structurally isolated from the other foundation elements or monolithic floor slabs adequately reinforced to prevent distress due to differential movements. For building design, we recommend using a subgrade reaction modulus of 125 pounds per cubic inch (pci) which can be achieved by compacting the subgrade soils as recommended in the site preparation procedure. We recommend the use of a sheet vapor barrier such as Visqueen, or equivalent, beneath the building slab on grade to help control moisture migration through the slab.

4.4 SITE PREPARATION

We recommend only good practice, site preparation procedures in conjunction with the densification of the upper 2 feet of existing subgrade soils. These procedures include: stripping the site of all existing improvements, vegetation, roots and topsoil, proof-rolling and compacting the subgrade to a depth of 2 feet, and filling to grade with engineered fill.

A more detailed synopsis of this work is as follows:

1. If required, perform remedial dewatering prior to any earthwork operations.
2. Strip the proposed construction limits of all existing improvements, vegetation, grass, roots, topsoil, and other deleterious materials within and 10 feet beyond the perimeter of the proposed building and in all paved areas. Moreover, any existing and/or former below grade elements, such as foundations and utilities should be removed from the limits of the planned building and pavement areas. You should expect 6 to 12 inches of stripping at this lot.
3. After stripping the site as outlined above in Item #2, proof-roll the subgrade with a heavily loaded, rubber-tired vehicle under the observation of a Universal Engineering Sciences geotechnical engineer or his representative. Proof-rolling will help locate any zones of especially loose or soft soils not encountered in the soil test borings. Then undercut, or otherwise treat these zones as recommended by the engineer.
4. Compact the subgrade from the surface using a heavy loaded vibratory roller until you obtain a minimum density of 95 percent of the Modified Proctor maximum dry density (ASTM D-1557), to a depth of 2 feet below existing grade in the building areas.
5. Test the subgrade for compaction at a frequency of not less than one test per 2,500 square feet per foot of depth improvement in the building area.
6. Place fill and backfill material, as required. The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 and 10 percent, but strict moisture control may be required. Place fill in uniform 12-inch compacted lifts and compact each lift to a minimum density of 95 percent of the Modified Proctor maximum dry density.



7. Perform in-place density tests within the fill at a frequency of not less than one test per 2,500 square feet per lift in the building areas.
8. Compact all footings to a depth of 2 feet. Additionally, we recommend that you test one out of every four column footings, and one test per every 50 lineal feet of wall footing to verify the required compaction is obtained.

Using vibratory compaction equipment at this site may disturb adjacent and other nearby structures and roadways. We recommend that you monitor adjacent and nearby structures before and during proof-compaction. If disturbance is noted, halt vibratory compaction and inform Universal Engineering Sciences immediately. We will review the compaction procedures and evaluate if the compactive effort results in a satisfactory subgrade, complying with our original design assumptions.

4.5 CONSTRUCTION RELATED SERVICES

We recommend that the owner retain Universal Engineering Sciences, LLC. to perform construction materials testing and observations on this project.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

5.0 LIMITATIONS

This report has been prepared for the exclusive use of TLC Engineering Solutions, Inc., *and* other designated members of their design/construction team associated with the proposed construction for the specific project discussed in this report. No other site or project facilities should be designed using the soil information contained in this report. As such, UES will not be responsible for the performance of any other site improvement designed using the data in this report.

This report should not be relied upon for final design recommendations or professional opinions by unauthorized third parties without the expressed written consent of UES. Unauthorized third parties that rely upon the information contained herein without the expressed written consent of UES assume all risk and liability for such reliance.

The recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the Boring Location Plan and from other information as referenced. This report does not reflect any variations which may occur between the boring locations. The nature and extent of such variations may not become evident until the course of construction. If variations become evident, it will then be necessary for a re-evaluation of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of the variations.

Borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, UES does not



recommend relying on our boring information for estimation of material quantities unless our contracted services specifically include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect anomalous conditions or estimate such quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

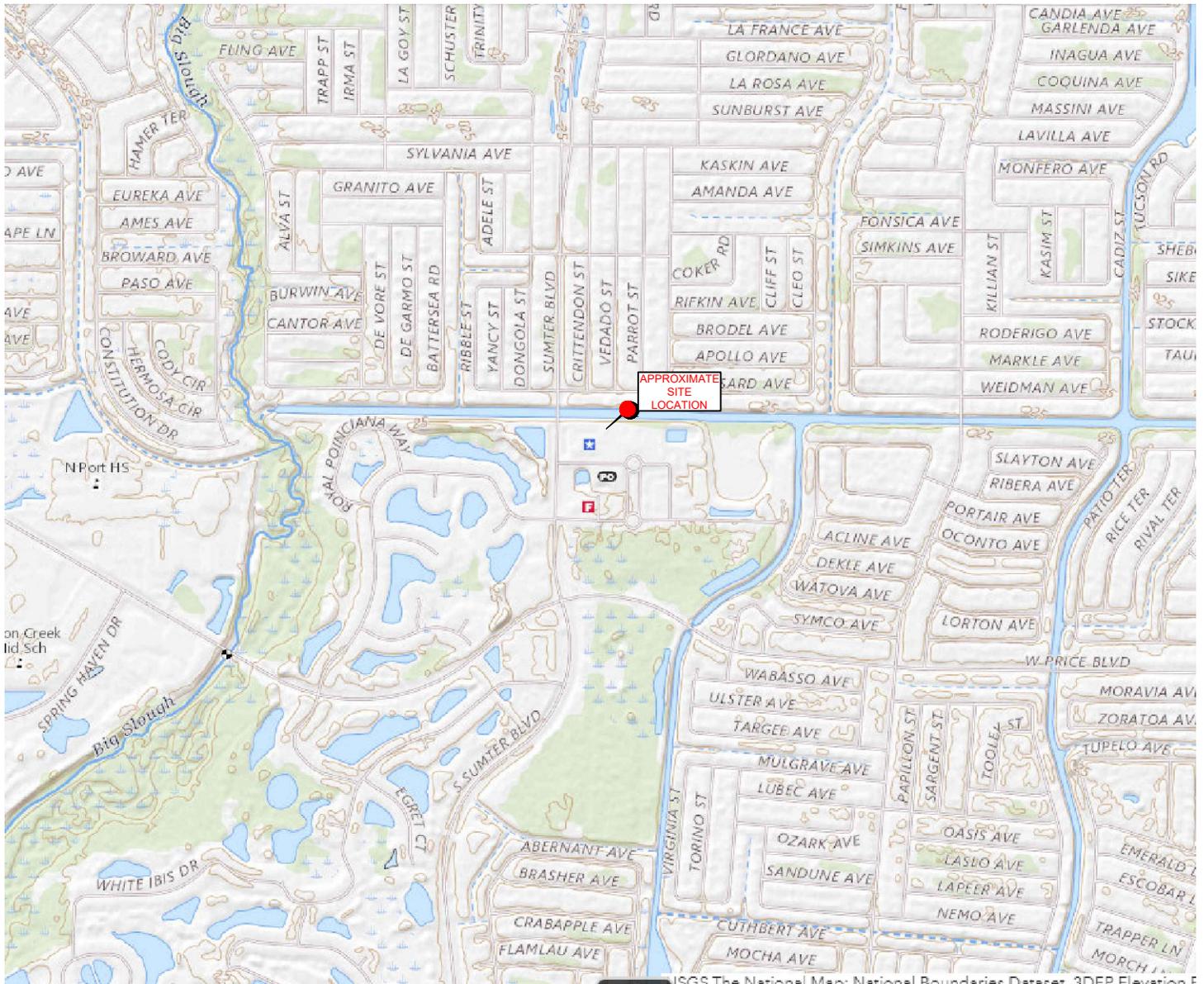
All users of this report are cautioned that there was no requirement for UES to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore, no attempt was made by UES to locate or identify such concerns. UES cannot be responsible for any buried man-made objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. A Geoprofessional Business Association (GBA), "Important Information About Your Geotechnical Engineering Report" appears in Appendix B, and will help explain the nature of geotechnical issues.

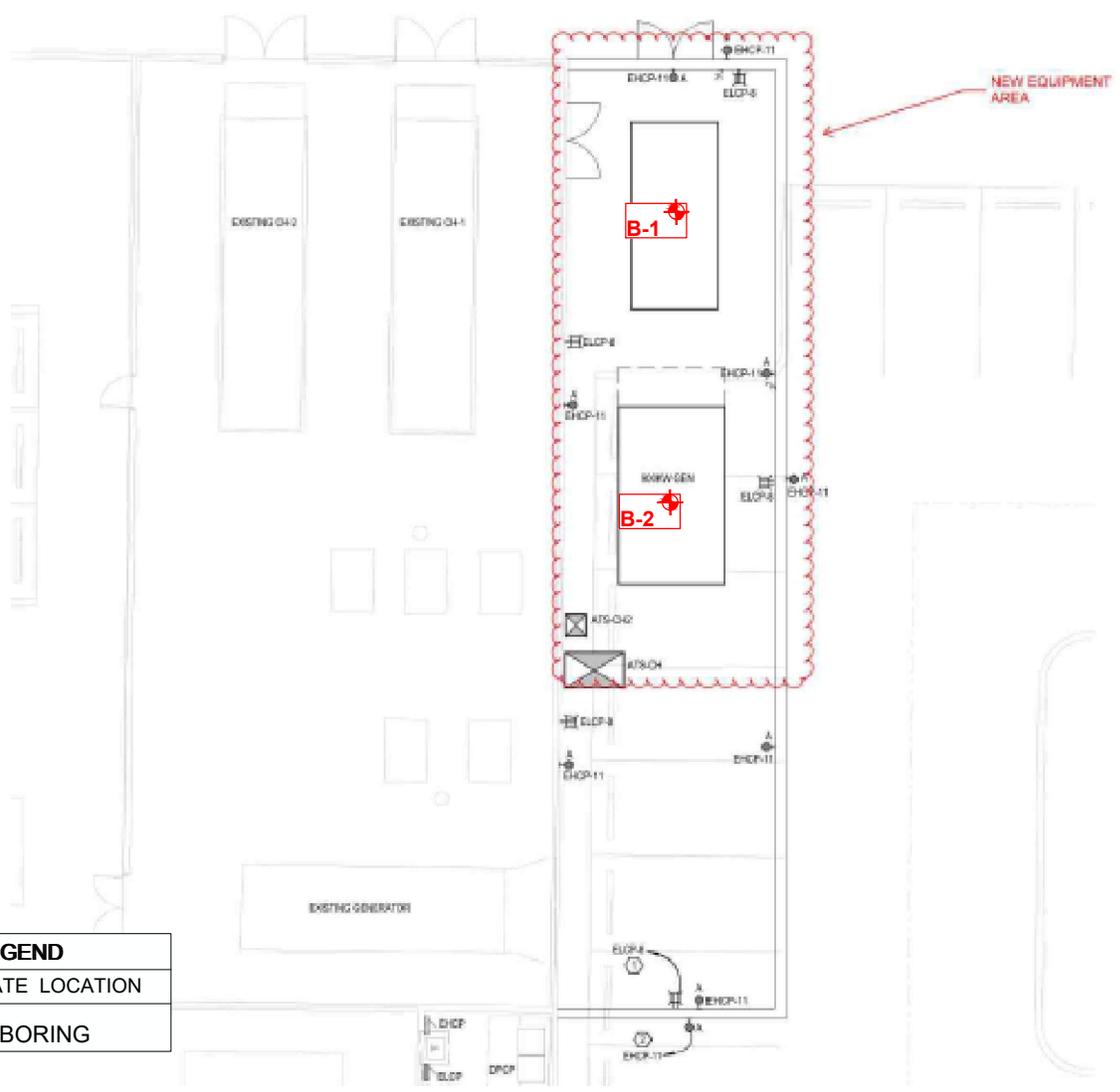
Further, we present documents in Appendix B: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.



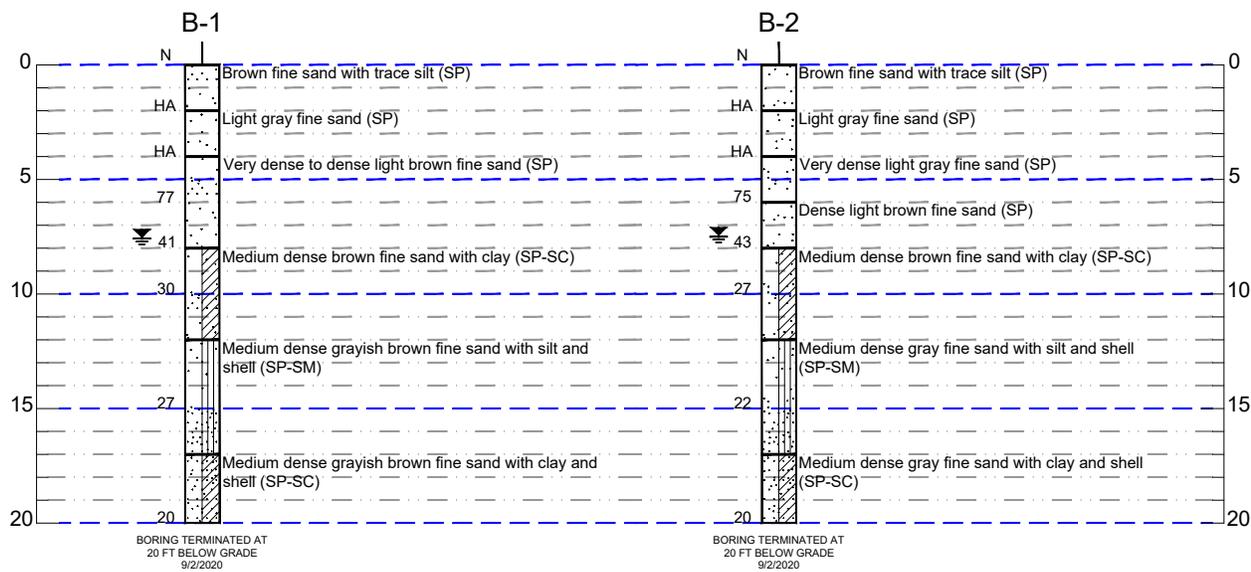
APPENDIX A



A-1	SITE LOCATION PLAN	PROPOSED GENERATOR AND FUEL TANK 4790 CITY HALL BOULEVARD NORTH PORT, FL		DRAWN FOR TLC ENGINEERING	 UNIVERSAL ENGINEERING SCIENCES LLC 1748 INDEPENDENCE BLVD. SARASOTA, FL. 941-358-7410
	OBTAINED FROM USGS 2020	PROJECT NO: 1130.2000284.0000	REPORT NO: 15030	DRILLED BY MB / JM DRAWN BY R.L.D. DRAWING DATE 9/4/2020 SCALE NOT TO SCALE	



LEGEND	
APPROXIMATE LOCATION	
	SPT BORING



A-2	BORING LOCATION PLAN	PROPOSED GENERATOR AND FUEL TANK 4790 CITY HALL BOULEVARD NORTH PORT, FL PROJECT NO: 1130.2000284.0000 REPORT NO: 15030	DRAWN FOR	TLC ENGINEERING
	THIS MAP SHOWS APPROXIMATE LOCATION		DRILLED BY	MB / JM
			DRAWN BY	R.L.D
			DRAWING DATE	9/4/2020
			SCALE	NOT TO SCALE



UNIVERSAL
 ENGINEERING SCIENCES LLC
 1748 INDEPENDENCE BLVD.
 SARASOTA, FL.
 941-358-7410



A-3	SCS SOIL SURVEY MAP	PROPOSED GENERATOR AND FUEL TANK 4790 CITY HALL BOULEVARD NORTH PORT, FL		DRAWN FOR	TLC ENGINEERING
	OBTAINED FROM WEB SOIL SURVEY 2020	PROJECT NO:	1130.2000284.0000	REPORT NO:	15030
		DRILLED BY	MB / JM	DRAWN BY	R.L.D
		DRAWING DATE	9/4/2020	SCALE	NOT TO SCALE
				 UNIVERSAL ENGINEERING SCIENCES LLC 1748 INDEPENDENCE BLVD. SARASOTA, FL. 941-358-7410	



SOIL CLASSIFICATION CHART

TERMS DESCRIBING CONSISTENCY OR CONDITION

COARSE-GRAINED SOILS (major portions retained on No. 200 sieve): includes (1) clean gravel and sands and (2) silty or clayey gravels and sands. Condition is rated according to relative density as determined by laboratory tests or standard penetration resistance tests.

Descriptive Terms	Relative Density	SPT Blow Count
Very loose	0 to 15 %	< 4
Loose	15 to 35 %	4 to 10
Medium dense	35 to 65 %	10 to 30
Dense	65 to 85 %	30 to 50
Very dense	85 to 100 %	> 50

FINE-GRAINED SOILS (major portions passing on No. 200 sieve): includes (1) inorganic and organic silts and clays, (2) gravelly, sandy, or silty clays, and (3) clayey silts. Consistency is rated according to shearing strength, as indicated by penetrometer readings, SPT blow count, or unconfined compression tests.

Descriptive Terms	Unconfined Compressive Strength kPa	SPT Blow Count
Very soft	< 25	< 2
Soft	25 to 50	2 to 4
Medium stiff	50 to 100	4 to 8
Stiff	100 to 200	8 to 15
Very stiff	200 to 400	15 to 30
Hard	> 400	> 30

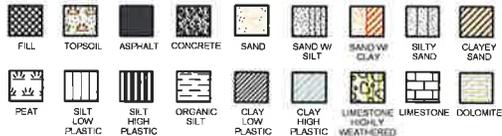
GENERAL NOTES

1. Classifications are based on the United Soil Classification System and include consistency, moisture, and color. Field descriptions have been modified to reflect results of laboratory tests where deemed appropriate.

2. Surface elevations are based on topographic maps and estimated locations.

3. Descriptions on these boring logs apply only at the specific boring locations and at the time the borings were made. They are not guaranteed to be representative of subsurface conditions at other locations or times.

SOIL SYMBOLS



OTHER SYMBOLS

▼ Measured Water Table Level
▽ Estimated Seasonal High Water Table

Major Divisions	Group Symbols	Typical Names	Laboratory Classification Criteria	Material	Particle Size		
Coarse-Grained soils (More than half the material is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3 Not meeting all gradation requirements for GW	Sieve sizes < #200 #200 to #40 #40 to #10 #10 to #4		
		GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines				
		GM	Silty gravels, gravel-sand-silt mixtures				
		GC	Clayey gravels, gravel-sand-silt mixtures				
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3 Not meeting all gradation requirements for SW	mm < 0.074 0.074 to 0.42 0.42 to 2.00 2.00 to 4.76	
			SP	Poorly-graded sands, gravelly sands, little or no fines			
		Sands with fines (Appreciable amount of fines)	SM	Silty sands, sand-silt mixtures			Atterberg limits below "A" line or P.I. less than 4 Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
			SC	Clayey sands, sand-clay mixtures			Atterberg limits above "A" line or P.I. greater than 7 Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
Fine-Grained soils (More than half the material is smaller than No. 200 sieve size)	Silts and Clays (Liquid limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity		Sieve #4 to 3/4 in. 3/4 in. to 3 in. 3 in. to 12 in. 12 in. to 36 in.		
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays				
	OL	Organic silts and organic silty clays of low plasticity					
	Silts and Clays (Liquid limit greater than 50)	MH	Inorganic silts, micaceous or distomaceous fine sandy or silty soils, organic silts				
		CH	Inorganic clays of high plasticity, fat clays				
	Highly Organic Soils	OH	Organic clays of medium to high plasticity, organic silts				
Pt		Peat and other highly organic soils					

* When the percent passing a No. 200 sieve is between 5% and 12%, a dual symbol is used to denote the soil. For example; SP-SC, poorly-graded sand with clay content between 5% and 12%.

APPENDIX B

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled.* No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be, and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it.* A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only.* To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only from the design drawings and specifications.* Remind constructors that they may

perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.*

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration.* Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists.*



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CONSTRAINTS AND RESTRICTIONS

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until construction begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other explorations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.
- 1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____ certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of North Port

Recipient's Name

H0131

DEM Contract umber

4337-28-R

FEMA Project Number

**BID FORM
FOR
City of North Port - City Hall Generator**

ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I.					
1	Mobilization and Demobilization	1	LS		\$ -
2	Generator + (2) Automatic Transfer Switches	1	LS		\$ -
3	Concrete Diesel Fuel Tank + Piping	1	LS		\$ -
4	Electrical O/H & P (generator, switches, fuel tank)	1	LS		\$ -
5	Electrical underground feeders	1	LS		\$ -
6	Minor electrical work (lighting, general power, generator ancillary power circuits)	1	LS		\$ -
7	City Hall building service to Life Safety branch	1	LS		\$ -
8	Structural - Concrete/Masonry work	23	EA		\$ -
9	Site/Civil	14	EA		\$ -
10	Exterior Patching/Painting - New Access to Existing Chiller Yard	8	EA		\$ -
11	Demolition / Clean-up	18	EA		\$ -
CONSTRUCTION TOTAL					\$ -

Notes:

Bid prices shall include all required equipment, material, labor and other costs as necessary to perform the contract work in accordance with the plans and specifications.

Incomplete bids may not be acceptable. Where required, quantities shall be bid as lump sum based on the amount needed for the areas indicated to achieve the design intent of the plans. Associated unit prices may be used for changes in the extent of work.

Date:

Signed (Person authorized to bind the company):

Name (printed):



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



April 6, 2021
ADDENDUM 1

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2021-28 City Hall Back Up Generator

DUE DATE April 26, 2021

LAST DAY FOR QUESTIONS: April 19, 2021 2:00 PM

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1Q: We are looking to provide a Hipower Generator in our bid response. They are not listed under the Manufacturers you have listed but meet/exceed all the required specifications. Please let me know if we can proceed.

Hipower is currently the 6th largest generator manufacturer in the world. They employ over 30,000 people and all their generators are 100% built at their factory in Kansas. City.

1A: At this time, we cannot recommend accepting that manufacturer as equal.

2Q: Are there any specs for the fuel tank other than what is on the plans?

2A: No

3Q: What is the engineer's estimate for this project?

3A: \$933,000.00

4Q: Is there any David Bacon for this project?

4A: No

5Q: What is the deadline for this project?

5A: 11/30/21

6Q: Is there Buy American on this project?

6A: All the Federal Requirements are listed in Attachment 1D.

7Q: Are the Building Permit Fees already taken care of?

7A: Permit fees will be paid by the City prior to the contract being signed.

8Q: Will the actuator by the reception office have to be replaced?

8A: Yes. Refer to plan sheet E101 and power riser diagram E200.

9Q: Will anything have to be done with the Chillers?

9A: Scope of work to refeed the chillers is as shown on the drawings.

10Q: Can the subcontractor be the one to carry the Pollution Insurance required for this job?

10A: Please review Section IV Insurance, Policy Form section.

11Q: Are there any preferred vendors for electrical testing?

11A: One agency to consider is: Vertiv/Electrical Reliability Services, Inc., located in Fort Myers.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.1



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



April 16, 2021
ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2021-28 City Hall Back Up Generator

DUE DATE April 26, 2021

LAST DAY FOR QUESTIONS: April 19, 2021 2:00 PM

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1Q: Question #1: Can you consider Blue Star Power systems as an equal equipment Brand for this Bid (Attached specifications of proposed model for your revision)?

1A: Refer to specification section 263213.13 for acceptable generator manufacturers. Note that space within the new equipment areas is limited. The contractor shall be responsible for verifying that the equipment furnished must fit within the designated area, including allowing for proper clearances for access and limiting overall height below the walls.

2Q: The plan PDF we downloaded will only print in 8.5x11. Please send me a version that will print full size.

2A: The PDF's that we provided should be printable at a full 24"x36" sheet size.

3Q: Do you have a list of concrete/masonry contractors that have done work for the City?

3A: No. We do not have a list to provide.

4Q: Is the sub-base tank to be in the range of 500 - 950 Gal?

4A: Fuel tank sizing is as shown on drawing no. E200, "Fuel Calculation".

5Q: Throughout the specs/drawings it mentions the remote fuel tank to be 4000 gal, 6000 gal, and 96-hour w/ a minimum of 133%; confirm requirement?

5A: Fuel tank sizing is as shown on drawing no. E200, "Fuel Calculation". 96 hour run time shall be confirmed based on selected generator manufacturer. Note that any and all permitting requirements for the fuel storage tank(s) are the responsibility of the contractor. Any and all required field testing of fuel tanks shall be the responsibility of the contractor. Contractor shall provide fuel for all required generator testing, and shall refill all tanks following acceptance of final generator tests.

6Q: Are the transfer switches to be Bypass Isolation type?

6A: Refer to specification section 263600.

7Q: Can the City Hall building be shut down after hours without being on generator power?

7A: Will be answered on the next addendum.

8Q: What is the maximum amount of time the City Hall building can be without power?

8A: Will be answered on the next addendum.

9Q: Is an Electrical Contractor able to bid this project as Prime?

9A: Will be answered on the next addendum.

10Q: It was said in the Addendum that the building permit fee is covered by the City. Will the Electrical permit be covered by the City as well?

10A: 3.1.16 Permits and Regulations: Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor and paid for by the City, unless otherwise specified.

11Q: Does the city have a preferred manufacturer for the 500amp service entrance rated enclosed breaker? Can specs be provided for the breaker?

11A: Match existing manufacturer, Siemens breakers, Snesitrip Electronic trip or Sentron Series with adjustable trip settings. To match existing fault current ratings and breaker type in City Hall main switchboard MSB.

12Q: Spec section 260533 page 4, part 3 shows GRC and RNC as possible exposed conduit types for outdoor. Can the City or engineer confirm that PVC is acceptable in the outdoor exposed areas, or specify which conduit type is preferred or required? There is a substantial cost difference between the two types.

12A: GRC is required for exposed installations.

13Q: Will a temporary backup generator be required for the City Hall building while the new generator, conduit, and wiring are being installed?

13A: Will be answered on the next addendum.

14Q: Sheet E200 shows the 500amp service entrance rated breaker enclosure being mounted on a concrete pad. This size breaker enclosure would not be free standing on the pad. Could this breaker enclosure be mounted to a rack, or mounted to the side of the City Hall building? Could a detail be provided of the preferred rack materials (i.e., concrete, galvanized steel, aluminum posts etc)?

14A: Provide concrete posts, stainless steel channels for cross-bracing to mount breaker, and stainless steel hardware.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney, CPPB, CPPO
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Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.2



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April 19, 2021
ADDENDUM 3

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2021-28 City Hall Back Up Generator

DUE DATE April 26, 2021

LAST DAY FOR QUESTIONS: April 19, 2021 2:00 PM

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1Q: Can the City Hall building be shut down after hours without being on generator power?

1A: Yes. See question #2 for further explanation.

2Q: What is the maximum amount of time the City Hall building can be without power?

2A: We are currently not sure how long the CPU will keep our computer systems operational. We will continue our research and have an answer prior to shut down.

3Q: Is an Electrical Contractor able to bid this project as Prime?

3A: No. SP-49 LICENSE(s) REQUIREMENT: Certified General Contractor OR Eligible Certified Underground Utilities Contractor.

4Q: Will a temporary backup generator be required for the City Hall building while the new generator, conduit, and wiring are being installed?

4A: A backup generator should be considered due to the uncertainty of length of time required for each shut down period.

5Q: Please advise what the warranty period is for this project?

5A: 1.9 WARRANTY (Tech Spec)

A. Manufacturer's Warranty: 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: One year from date of Substantial Completion.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

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Receipt of Addendum No. 3 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.3