

**REQUEST FOR PROPOSALS 20-01**  
**RECONSTRUCTION OF THE SECTION A OF WAUCHULA SUBSTATION #1.**

**1.0 Introduction**

The CITY of Wauchula, Florida (hereafter the "CITY") is seeking Engineering and Construction services of a qualified and experienced contractor to assist in the partial reconstruction of its sole electrical substation, henceforth referred to as the Wauchula Substation. The CITY has structured this RFP to minimize the effort required by Respondents to prepare their submittal in an effort to encourage additional interest in this project. The CITY will respond to written questions regarding this RFP. Questions must be received no later than 5:00 pm EST February, 10, 2020. The CITY's response to any questions will be forwarded to all firms submitting an Intent to Respond form. Proposals are due to the CITY on or before **2:00 pm EST February 17, 2020.**

Background Information. The CITY provides retail electric service to approximately 2,800 customers. The CITY purchases bulk power supply from Florida Power & Light and is delivered to the single CITY owned substation via the Duke Energy Florida (DEF) transmission system. The Substation was originally constructed in 1967, and section B was reconstructed in 2010. The Substation provides electrical services to all CITY's customers via three-12.47KV distribution circuits. DEF's 69KV transmission system feeds into the Substation from a 69 kV radial, approximately 300'-long, located on the north side of the substation. This radial 69KV line stretches two spans and dead-ends on the northwest corner of the substation.

## **2.0 Project Description, Project Schedule and The CITY's Expectations**

The main objective of this project is to fully reconstruct the high and low-side of Substation Section A in similar fashion to Section B including replacing the power transformer and OCB with a new transformer and CS. This SOW is for a full Design-Build proposal, including testing and commissioning of all newly installed equipment (except the full testing of Power Transformer which will be performed on-site by the transformer manufacturer).

The City plans to separately procure, and deliver to the substation site, a Power Transformer and a Circuit Switcher. All other material including steel structures, buses, switches, concrete foundation, nuts and bolts, and auxiliary control devices and cable shall be provided by the selected Design-Build Contractor. The delivery of all major equipment purchased by the City will be closely coordinated with the Design-Build Contractor.

It is the CITY's opinion that there is sufficient vacant space inside the substation to allow for the reconstruction of the new Section A bus, in the vacant section of the substation between the existing two sections, while keeping the old section energized until the new section is commissioned and in service. The Design-Build Contractor shall verify that the existing Section A bus can remain intact, while the new section is constructed, without violating any OSHA or NESC rules.

The CITY plans that the reconstructed Section A of the substation shall be in-service not later than May 1, 2021. The Contractor shall submit a milestone schedule that will accommodate the planned in-service date and shall include the required delivery dates of all CITY furnished equipment. See Section 6.0 Proposal Preparation and Submission.

Below is an outline of the required design and construction activities, not necessarily in a relevant chronological order:

- All Construction work is to be performed in an energized 69KV/12.47KV substation.
- Design/Construct a new high and low-side Section A buses similar to Section B including all necessary foundations. This will require design and installation of a single concrete pole for the purpose of tapping the 69kV line. The CITY wishes to place a set of Hook stick disconnect switch on the 69KV tap pole for Section A. The CITY is in the possession of most, if not all, of the AutoCAD drawings of Section B. The Selected Design-Build Contractor is encouraged to make use of these drawings to minimize engineering design labor.
- Design/construct a low-side bus-tie between sections A&B utilizing one of the existing spare

RMAG breakers.

- Design/construct a complete protective relaying system similar to Section B which includes transformer diff, low-side bus diff, high and low-side TOC back up, CS control, transformer and bus Lockout Relay (LOR, 86).
- Design/construct a mini SCADA system with one local, to be housed in the existing control room, and one remote, to be housed at CITY Hall, HMI and alarming capability. The local and remote SCADA shall be connected via a Single/Multi-mode FO cable, whichever applicable, to be constructed by The CITY per Design-Build Contractor Specification. SCADA Alarming system shall utilize text messaging for propagation to multiple cell-phone receivers.
- An SEL-735 Power Quality Metering device shall be utilized for the Primary Metering of Section A in a similar fashion to Section B. The CITY requests that both Sections A and B primary meters be totalized and reflected on the HMI utilizing an SEL-3555, RTAC, concentrator device.
- Test/Commission in service all newly installed, and re-used, equipment. This includes relay function testing, CS SF6 gas filling and all required testing such as timing test, Dielectric test, contact resistance test, and etc. The Power Transformer testing and commissioning will be performed on-site by the manufacturer.
- A hard-copy of all test results shall be provided to the City Project Manager
- All engineering designs must be prepared in AutoCAD 2018 or 2019 version. A copy of all as-built design drawings and documents in the original format and PDF shall be provided to the CITY of Wauchula for their future use and reference. In addition, two sets of 17" x 22" hard-copy of all finalized as-built drawings shall be submitted to the CITY upon completion of the project.
- Completely deconstruct existing high and low-side buses and remove all equipment and material not utilized for the new section; this includes multiple voltage regulator sets some of which are currently in service on feeders sourced from Section A.
- Foundations not utilized in reconstruction of the new section may remain in place.
- The City will provide one 10.0 MVA Base, 18 MVA top rating, Transformer with LTC and one 69kV CS with integral Isolation Disconnect Switch. The CITY will provide the specifications

of this equipment to the Contactor prior to ordering.

- The Contractor shall coordinate with CITY Project personnel to ensure the materials are ordered and onsite when ready to be installed.

The rest of the project will be Turnkey and the Contractor will be responsible for the following:

1. Engineering Design
2. Procurement of all other materials
3. Construction of the new Section A
4. Permitting
5. Site Survey
6. Site remediation, if necessary
7. Protection and storage of the replacement substation transformer and circuit switches supplied by CITY.
8. Testing and commissioning
9. Foundation design
10. 69kV Transmission line Tap and Deconstruction of the existing high/low side bus design
11. Curb-cuts or modifications to existing site
12. Removal and disposal of all unused equipment and material

### **3.0 Wauchula Substation Layout and Description**

Refer to the Exhibit 1, Substation As-built Drawings, for the following description:

- As shown in DWG # E-1, the Substation is divided into two sections A and B. Each section consists of high-side (69KV) and low-side (12.47KV) equipment and buses. A Normally Open (N.O.), non-load break, set of 1200A disconnect switches tie the low-side buses; there is no physical connection between the two 69KV buses.
- Section A, shown on DWG # E-07, is located on the east half of the substation, and it is in its original 1967 form. High-side Bus A receives a 69KV overhead 336AAC conductor line drop via a lattice structure into a 69KV, 2000A, 40KA OCB and its associated isolation switches. A set of wire buses connect the OCB to the high-side of three single-phase 5/5.8/7MVA GE transformers connected in Delta/GY configuration. A fourth spare 5MVA transformer sits near the other three energized transformers. The transformer's low-side feeds into a 12.47KV tubular 2.5" aluminum bus which dead-ends into the main 12.47KV distribution 2" aluminum bus consisting of three 1200A, 16KA, 15KV ABB RMAG vacuum breakers and their associated isolation switches; the three RMAG breakers were installed in 2010. A 12.47KV, 2" tubular aluminum transfer bus provides bus-switching between all distribution circuit breakers. A set of 250KVA voltage regulator bank regulates the voltage on all outgoing distribution circuits. Currently only one distribution feeder, circuit 1210, is active in Bus A; the other two distribution feeders are spares.
- Substation's Section B, shown on DWG # E-08, was redesigned and reconstructed in 2010. 69KV Bus B receives a separate 336AAC conductor line drop into a 2.5" tubular aluminum bus which terminates at a Siemens 1200A, 40KA, Circuit Switcher (CS) with an integral V-Type Isolation switch. The CS feeds into a refurbished single 15/20/25/28MVA Solomon Delta/GY transformer with an ASEA Load-Tap Changer (LTC). Distribution Main Bus B is also constructed of 2" tubular aluminum buses which feed three distribution feeders equipped with 1200A, 16KA, 15KV ABB RMAG breakers. A 12.47KV, 2" tubular aluminum transfer bus provides bus-switching between all distribution circuit breakers. Currently only two feeders are active and one is spare.
- A set of Revenue Metering PTs and CTs are installed on the 12.47KV side of each section A & B.
- In addition to the low-side metering equipment on each A & B bus, a set of PTs (7.2KV/120V) feed into a Digital Power Meter (DPM) on each 15KV breakers for feeders' metering purposes. A set of MRCT installed on the source side of each feeder breaker provides the current reading for each feeder DPM.

#### **4.0 Substation Transformer, Bus, and Distribution Feeder Protective Relaying**

- As shown in DWG # E-07, Section A high-side and transformer protection is achieved using an overall differential relaying (87) which wraps OCB's source side with all 15KV's load-side. An SEL-787 relay provides the overall differential protection for Section A's transformer and high-side bus. An SEL-351 provides OCB breaker control and transformer Time Overcurrent (TOC) back-up protection. In addition, another independent SEL-351 relay provides Ground TOC for the low-side of the transformer.
- Phase instantaneous overcurrent (50P) and phase and neutral TOC relaying (51P, 51N) provide protection for each feeder. SEL-351 relays are utilized for each feeder's protection.
- The recently redesigned Section B of the Substation employs a separate transformer differential (87T) and bus differential (87B) protection schemes using SEL-787 and SEL-387B respectively. The transformer in Section B is also protected by a redundant SEL-351 relay for additional phase and ground TOC protection (51P and 51G). The SEL-351 in Section B also provides Circuit Switcher (CS) control.
- Similar to Section A feeders, all Section B distribution feeders utilize SEL-351 relays for their phase and ground instantaneous and TOC protection.

## **5.0 Substation Section A Reconstruction Scope of Work**

### **Engineering Design Specifications:**

- I. Preliminary Design will be reviewed by The CITY at 30% completion and will include at a minimum:**
  1. Switching Single Line Diagram
  2. Metering and Relaying Single Line Diagram
  3. A Preliminary Design of Local and Remote Mini SCADA with HMI Utilizing SEL-3555
  4. General Arrangement Plan
  5. Section and Elevation Drawings
  6. Structural steel, bus, and insulators procurement specification
  
- II. Design Development will be reviewed by The CITY at 60% completion and will include at a minimum:**
  1. All items provided in the Preliminary Engineering deliverables, revised per The CITY Comments
  2. Underground Raceway Plan and Details
  3. Ground Grid Modification Details
  4. AC Schematics
  5. Schematics
  6. Auxiliary Relay Control Device Details
  7. Communications Block Diagram
  8. Conduit and Cable Schedule
  9. 69KV and 12KV Removal Plan
  10. Structural below-grade drawing package containing:
    - i. Equipment and Structures Foundations plan and details
    - ii. Oil containment plan; included in the transformer foundation design
  11. Structural above-grade drawing package containing:
    - i. Procurement specifications for structural steel, bus, and insulators
  
- III. Construction Documents will be reviewed by the CITY at 90% completion and will include at a minimum:**
  1. All items provided in the design development deliverables, revised per The CITY Comments
  2. Interconnection wiring diagrams
  3. Equipment nameplate drawings
  4. Point-to-point panel wiring diagrams
  5. Relay coordination study for feeders and substation equipment

6. Relay settings, provided in PDF
7. Construction project schedule

**IV. Record Drawings, marked “As-Built,” shall be provided to The CITY in AutoCAD 2018 or 2019 and two sets of 17 x 22 hard copy at the completion of the project.**

**Procurement Specifications:**

During the Engineering Design phase of the project, The Contractor will ensure all parts are on order following specification approval from the CITY. This will ensure that construction can begin as soon as the Construction Documents have been approved.

**Construction Specifications:**

1. Construction of the new, and deconstruction of the old, Substation Section A requires close coordination of all activities with DEF. The Contractor is responsible for all switching coordination with DEF.
2. Given that The CITY Owns and Operates only one substation, and there is no back feed into the electrical system, The Contractor shall keep the CITY’s Electric System energized at all times and make every effort to minimize The CITY’s electric service to an absolute minimum.
3. With the exception of the material supplied by the CITY, the project will be full turnkey.
4. The Contractor shall be responsible for all permits required for successful completion of the project.
5. The CITY will not provide restroom facilities for use during construction.
6. Contractor will ensure all employees on-site wear shirts that are clearly marked, to include subcontractors.
7. The Contractor will ensure all vehicles are clearly marked, to include subcontractors.
8. The following codes and standards shall be used in the design of the substation unless superseded by specific requirements in the Design Criteria Document:

RUS BUL. 1724E-300 – Design Guide for Rural substations

NESC – National Electrical Safety Code

NFPA - National Fire Protection Agency

NFPA-70 – NEC/National Electrical Code (Control Enclosure)

IEEE - Institute of Electrical and Electronic Engineers

IEEE Std. 605- IEEE Guide for Design of Substation Rigid Bus Structures

IEEE Std. 80 – IEEE Guide for Grounding in AC Electric Substations



ASTM – American Society for Testing and Materials  
ASTM A-123 – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings  
on Iron and Steel Products  
ASTM A-992 – Standard Specification for Structural Steel Shapes  
ASCE – American Society of Civil Engineers

**Security:**

The Contractor will coordinate with The CITY's security personnel to ensure materials necessary for the substation's security are installed prior to the completion of the substation.

**Working Hours:**

Standard working hours for this work will be from 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding CITY observed holidays (Saturdays can be available with advanced notice). Any work outside of these hours must be approved by the CITY Project Manager prior to the work being performed.

**Site Housekeeping and Cleanup:**

The Contractor must provide approved containers for collection and disposal of waste materials, debris, and rubbish. At least once a week dispose of such waste materials, debris, and rubbish off-site.

1. At the completion of work, contractor shall remove from the building and site: all tools, surplus materials, debris, temporary facilities, and equipment. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the CITY.
2. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work, to the satisfaction of the CITY. Hose clean sidewalks and concrete exposed surfaces.

**Deconstruction and Removal of the Existing Equipment:**

Deconstruction, safe removal, and disposal of old equipment and material shall be the Contractor's responsibility. Contractor shall dispose of debris, equipment, and material in a legal manner.

1. The CITY is not aware of presence of PCB in any existing equipment containing mineral oil. The Contractor is to perform all necessary tests to verify safe removal of all equipment containing mineral oil.

2. Salvage value of all old equipment to be removed shall be include in the overall Design-Build Contract price.

### **Substantial Completion:**

When the Contractor considers the work as substantially complete, the contractor shall submit to The CITY the following:

1. A written notice that the work or designated portion thereof, is substantially complete.
2. A list of items to be completed or corrected.
3. Within a reasonable time after receipt of such notice, the CITY will make an inspection to determine the status of completion.
4. Should the CITY determine that the work is not substantially complete:
  - i. The CITY will promptly notify the contractor in writing, giving the reasons therefore.
  - ii. The contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the CITY.
  - iii. The CITY will re-inspect the work.

When the CITY finds that the work is substantially complete, the CITY shall prepare a Certificate of Substantial Completion with a list of items to be completed or corrected before final payment.

### **Final Inspection:**

When the contractor considers the work complete, the contractor shall submit written certification certifying the following list of items:

1. Contract documents have been reviewed.
2. Work has been inspected for compliance with contract documents.
3. Work has been completed in accordance with contract documents.
4. Equipment and systems have been tested in the presence of The CITY representative and are operational.

After the receipt of written certification from The Contractor, The CITY will conduct an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

Should the CITY consider that the work is incomplete or defective, The CITY will take the

following actions:

1. The CITY will promptly notify the contractor in writing, listing the incomplete or defective work.
2. The contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the CITY that the work is complete.
3. The CITY will re-inspect the work

When the CITY finds that the work is acceptable under the contract documents, the CITY shall request The Contractor make closeout submittals. (As Built Plans).

The Contractor's Closeout Submittals to Owner:

- Completion of all submittals as required by contract documents.
- Evidence of payment to all subcontractors
- Warranties and operational manuals (2 copies)

All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.

## **6.0 PROPOSAL PREPARATION AND SUBMISSION**

It is the CITY's intent that based on the Proposer's response to this solicitation and subsequent interviews, the CITY will select the best qualified firm with significant relevant experience to provide the engineering and construction services specified in this document. To ensure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.

An original and one (1) copy must be received by the date and time specified at City of Wauchula, Attn: Holly Smith, 126 S. 7<sup>th</sup> Avenue, Wauchula, FL 33873. Proposals must be sealed and clearly labeled with the following information:

- a. Name and address of Bidder
- b. Bid number
- c. Date and time of Bid Opening

CITY has made every effort to provide prospective vendors with the information needed to appropriately respond to this bid. CITY realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this bid shall be directed, in writing, to:

CITY of Wauchula, Florida  
Attn: Holly Smith  
126 S. 7<sup>th</sup> Avenue  
Wauchula, FL 33873

OR

[hsmith@cityofwauchula.com](mailto:hsmith@cityofwauchula.com)

All such requests must be received no later than 5:00 pm, Eastern Standard Time, February 10, 2020. Requests for additional information received after the deadline will not receive a response. Responses will not be made orally. Any additional information pertaining to this Bid or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. CITY will not be bound in any way by information so obtained, or by a Bidder's reliance thereon.

Bids may be amended or withdrawn only by written notice prior to the bid opening. Amendments will only be accepted in the form of a new bid package. The bidder must pick up the original bid package and submit an amended sealed bid prior to the bids closing date and time. Amendments or withdrawals received after the bid opening will not be effective, and the original bid submitted will be considered.

The term BIDDER is interchangeable with Respondent or Contractor and is used herein refers to the dealer/manufacturer or business organization submitting a bid to the CITY in response to this solicitation.

No material, labor or facilities will be furnished by the CITY unless specifically stated. The CITY shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

BIDDERS are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract. Bidders are encouraged to visit the substation to become familiar with substation layout and surrounding facilities. Visits should be coordinated with Mr. Chris Collier at phone 863-781-5584 or email [ccollier@cityofwauchula.com](mailto:ccollier@cityofwauchula.com) prior to submitting a proposal.

At a minimum, the proposal shall include the following sections, in the order below:

**A. Cover Letter with Proposer Information:**

- i. The Cover Letter will state the name(s) of the person(s) authorized to represent the Design-Build Team in any negotiations, and sign any resulting contract.
- ii. Include the following in your letter: name of the proposing firm/s, taxpayer ID number, principals, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses.
- iii. Provide a brief history of the firm. This need not be extensive and several paragraphs will be sufficient.
- iv. The Cover Letter will also include a short narrative describing the proposer's understanding of the scope of work and their overall vision for the successful development of the reconstructed Wauchula Substation.
- v. A legal representative of the successful firm/s, authorized to bind the firm in contractual matters must sign the Cover Letter and the Proposal.

**B. Proposer's Capabilities:** The Proposer and/or team must have extensive experience in the design and construction of distribution substations. Identify the Proposer's and/or team's experience with similar projects:

- i. Describe three distribution substation projects, whereby one consultant or team completed the design and/or construction within the last five (5) years.
  - ii. Describe those projects which best characterize capabilities, work quality and cost control measures
- C. **References:** Submit a minimum of three (3) references. References should be from recent work performed similar to what is being proposed. Reference information should include name, title, company, phone number and email address for each reference.
- D. **Proposer's Project Understanding, Approach, and Conceptual Design:** Convey a clear understanding of the nature of the work outlined in Section 5.0 Scope of Work, and your methodology to accomplish it. Include your preliminary conceptual design renderings. Include a listing of all services proposed to be provided by subcontractors.
- E. **Project Schedule:** Include your proposed project schedule, identifying any critical paths, to accomplish the Scope of Work. Discuss the Team's approach for completing the services required for this project within cost constraints and schedule. Respondent can assume that CITY furnished equipment (substation transformer and circuit switcher) will be available on site when required by the Respondent. The schedule submittal should be by month beginning with the month of contract award. Respondent can assume that the contract will be awarded in March 2020.
- F. **Indicative Project Cost:** Respondent shall provide indicative pricing to perform the scope services detailed in Section 5.0. Note that the substation transformer and circuit switcher will be purchased by the CITY and should not be included in pricing submitted. Actual pricing will be based on negotiations with the successful respondent and portions may be firm priced and portions may be priced on a time and material basis. The indicative pricing should at the minimum include the following categories:
  - a. Engineering and Design
  - b. Contractor furnished materials and equipment
  - c. Craft labor
  - d. Subcontractor Costs
  - e. Supervision, overhead and profit.

Respondent may provide additional detail if desired.

## **7.0 Contract Award**

Following a review of the submittals and interviews with selected Respondents, the CITY and its consultants will rank the proposals. The CITY will enter into contract negotiations with the highest ranked respondent to finalize project scope, contract pricing and schedule. The contract will include required declarations by the successful Respondent regarding Drug Free Workplace Certificate, Public Entity Crime Statement, Certificate of Compliance with the Florida Trench Safety Act and Non-Collusion Affidavit of Prime Bidder.

If negotiations with the highest ranked Respondent are not successful, the CITY will discontinue negotiations with that Respondent and enter into negotiations with the next highest ranked Respondent. This process will be continued until negotiations result in a mutually agreement contract.

In addition, the CITY at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the CITY to do so.

## **8.0 General Terms and Conditions**

1. **BIDDER/Respondent:** The term BIDDER is interchangeable with Respondent or Contractor and is used herein refers to the dealer/manufacturer or business organization submitting a bid to the CITY in response to this solicitation.
2. **BID EXAMINATION:** BIDDERS are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract.
3. **FURNISHED ITEMS:** No material, labor or facilities will be furnished by the CITY unless specifically stated.
4. **NON-DISCLOSURE:** The CITY understands the vendors concerns regarding confidential and/or proprietary information for both participating parties. In response the CITY is incorporating the following verbiage into this RFP: Upon receipt by the CITY, responses to solicitations become public records subject to the provisions of Florida's state policy on public records, Chapter 119, Florida Statutes. If you believe that any portion of your response is exempt you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption.
5. **BID OPENING:** Bids will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the request for bid. It is the BIDDER's sole responsibility to assure his/her bid is delivered at the proper time and place of the bid. The CITY will not be responsible for late deliveries or delayed mail. Bids delivered after the time specified shall not be considered; such bids shall remain unopened.
6. **PUBLIC ENTITY CRIMES:** UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category two for a period of 36 months from the date of being placed on the convicted vendor list.
7. **INDEPENDENT CONTRACTORS:** Contractor/Bidder/Respondent is an independent contractor, and all persons employed by Contractor in connection herewith shall be its employees and not employees of the CITY in any respect.



8. **INSURANCE:** The Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to CITY.

Coverage	Minimum Amounts and Limits
Worker's Compensation	Statutory requirements at location of work
Employer's Liability	\$ 100,000 Each occurrence \$ 300,000 Disease, aggregate \$ 100,000 Disease, each employee
General Liability	\$ 1,000,000 General Aggregate \$ 1,000,000 Products - Comp Ops Agg \$ 500,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expense
Automobile Liability	\$ 1,000,000 Combined Single Limit (owned, hired and non-owned) Option of Split Limits: Bodily Injury \$ 500,000 Per Person \$ 1,000,000 Per Accident Property Damage \$ 500,000 Per Accident

Coverage shall apply to the indemnity agreement and shall include the CITY their officers and employees, each as additional insured's but only as regards to their liability arising out of Contractor's performance of the work or out of operations performed by others on behalf of Contractor under this Contract. The insurance as afforded to such additional insured's shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to commencing performance of any work or site mobilization, Contractor shall furnish CITY with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall provide for thirty (30) days written notice to CITY prior to cancellation thereof.

CITY is not maintaining any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor unless otherwise specifically set forth herein.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract. Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the CITY. Notices, in original and one copy, of cancellation, termination and alternation of such policies shall also be provided to the agent of the CITY.

- 9. WARRANTY AND ACCEPTANCE:** All material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by CITY. Contractor guarantees its work hereunder for a period of twelve (12) months after completion and acceptance of the work unless otherwise set forth herein. In the event CITY discovers defects in material or workmanship at any time before the expiration of the specified warranty period, Contractor shall, upon written notice from CITY, repair or replace at its sole expense any such defects. CITY may perform such repairs or replacements by other reasonable means and Contractor agrees to pay for such corrective measures. Neither acceptance of the work by CITY nor payment shall relieve Contractor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.
- 10. LAWS, REGULATIONS, PERMITS AND TAXES:** Contractor must comply with CITY's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and must obtain all permits required for any of the work performed hereunder. Contractor must procure and pay for all permits and inspections required for any of the work performed hereunder and must furnish any bonds, security or deposits required to permit performance of the work. Contractor must, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract.
- 11. RELEASE AGAINST LIENS OR CLAIMS:** Contractor shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the work hereunder. CITY may require Contractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any such unpaid claim, the CITY may withhold any payment until Contractor has furnished such evidence of payment and release.
- 12. ASSIGNMENT:** Any assignment by Contractor of this Contract or of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of the CITY shall be voided.
- 13. SAFETY AND FIRE PREVENTION:** Contractor shall at all times conduct all operations under the Contract in a manner to avoid risks of bodily harm to persons, damage to any property and fire. Contractor shall be responsible to take all precautions necessary and continuously inspect all work, materials and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks.
- 14. SUSPENSION OF WORK AND TERMINATION:**
- 1) CITY May Suspend Work - The CITY may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed and the Contractor will resume the Work on the date so fixed. The Contractor will be allowed an extension of the Contract Time, if directly attributable to any suspension. However, no change to the contract price will be allowed on

claims for suspended work or delays, whatever the Cause or reason.

- 2) CITY May Terminate for Cause - If the Contractor is adjudged bankrupt or insolvent; if he makes a general assignment for the benefit of his creditors without CITY approval; if a trustee or receiver is appointed for the Contractor or for any of his property; if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if he fails to prosecute and complete the Work in accordance with the established Project Schedule or within the Contract Time allowed; if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if he repeatedly fails to make prompt payment to subcontractors for labor, materials or equipment; if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if he disregards the authority of the Project Manager; or if he otherwise substantially violates any provisions of the Contract Documents, then the CITY may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Work and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and assign the completion of the Work to the Surety, or finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds the direct and indirect cost of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such cost exceeds such unpaid balance, the Contractor will pay the difference to the CITY. Such cost incurred by the CITY will be determined by the CITY and incorporated in a Change Order. Where the Contractor's services have been so terminated by the CITY, said termination shall not affect any rights of the CITY against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the CITY due the Contractor will not release the Contractor from liability. Upon Termination for Cause, the Contractor shall not be entitled to payment for any anticipated supplemental costs, administrative expenses and/or profit for uncompleted Work. If after notice of termination of the services of the Contractor for cause, it is determined that the Contractor was not in default, the termination shall be deemed to have been for the convenience of the CITY. In such event the Contractor may recover from the CITY payment for Work completed and reasonable termination costs as provided in the following paragraph.
- 3) CITY May Terminate for Convenience - Upon seven (7) days written notice to the Contractor and the Surety, or sooner if reasonable under the circumstances, the CITY may, without cause and without prejudice to any other right or remedy, elect to terminate any part of the Work, or the Contract in whole or in part, as the CITY may deem appropriate. In any termination for

convenience, the Contractor shall be paid for work completed, and costs incurred, materials delivered or ordered by the Contractor and subcontractors at the time of termination provided, however, that the payment to the Contractor will exclude any and all anticipated supplemental costs, administrative expenses and profit for uncompleted Work. Upon termination for convenience, the CITY shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and suppliers which the CITY selects, and prosecute the Work to completion by contract or as the CITY may deem expedient.

15. MAINTENANCE OF RECORDS: The Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of final payment on this Contract. The CITY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the CITY deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The CITY, during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.
16. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE CONTRACTING ENTITY/LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER ELECTED OFFICIALS: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the CITY who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
17. GRATUITIES AND KICKBACKS:
  - 1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any CITY employee or former CITY employee, or for any CITY employee or former CITY employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

- 2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- 3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

**18. USE OF PREMISES:** The Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment. The Contractor shall confine the operation of workmen and equipment, and the storage of materials and equipment to the CITY's property or to other non- CITY property or in public right-of-way areas indicated on the Contract Drawings as including work to be done pursuant to the Contract documents. In the event the Contractor desires to have access to the project site, or perform work or operations pertaining to the contract on, over or from non- CITY property adjacent to the project site, the Contractor shall obtain written authorization to do so from the respective adjacent property owner(s) prior to using such property. Such written authorization shall include a provision whereby the property owner agrees to hold the CITY harmless, and to defend the CITY, in the event of any liability, loss, injury, or claim incurred as a result of the Contractors work or operations involving the use of the adjacent non-CITY property. The CITY shall be provided with a notarized, certified copy of such written authorization(s) before the Contractor commences work or operations or use of such property in connection with work or operations pursuant to this contract.

**19. EMERGENCIES:** In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the Engineer and or Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Amount or an extension of the Contract Time, he may make a claim.

**20. PERFORMANCE AND PAYMENT BONDS:** In the event the Contract is awarded to the Bidder, he will thereafter enter into a written contract with the Owner and furnish a Payment and Performance Bond in an amount equal to the contract price, in strict accordance with Section 255.05, Florida Statutes. Payment and Performance Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.